

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into effect as of **January 1, 2025**, by and between County of Hidalgo, Texas ("Plan Sponsor") and **Flexible Benefit Administrators, Inc.** ("Business Associate").

Recitals

A. Plan Sponsor has entered into an agreement with Business Associate and may enter into future agreements with Business Associate (each a "Services Agreement"), whereby Business Associate will provide certain functions or services for or on behalf of Plan Sponsor, and in the course of providing those functions or services, will receive, create, maintain, or transmit certain information that may identify a participant of Plan Sponsor.

B. Plan Sponsor is subject to certain federal requirements to enter into this Agreement with Business Associate.

Agreement

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

2. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the HIPAA Rules, as appropriate. Unless the context otherwise requires, the following terms have the following meaning as used in this Agreement:

(a) "Electronic Protected Health Information" or "ePHI" has the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Plan Sponsor.

(b) "Financial Information" means the first name or first initial and last name of an individual who is linked to any one or more of the following data elements that relate to such individual, when the data elements are not Encrypted, Redacted, or publicly available information that is lawfully made available to the general public from federal, state, or local government records: (i) social security number, (ii) driver's license number or state identification card number, or (iii) financial account number, or credit or debit card number, alone or in combination with any required security code, access code or password that would permit access to such individual's financial account. As used above, (x) "Redacted" means the alteration or truncation of data such that no more than the following are accessible as part of the information: (1) five digits of a social security number, or (2) the last four digits of a driver's license number, state identification card number, or account number; and (y) "Encrypted" means the transformation of data through the use of algorithmic process into a form in which there is a low probability of assigning meaning without the use of a confidential process or key, or securing the information by another method that renders the data elements unreadable or unusable.

(c) "Financial Information Breach" means the unauthorized access and acquisition of Financial Information that compromises the security, confidentiality, or integrity of Financial Information and that actually or reasonably may cause identity theft to the individual to whom the Financial Information relates, but good faith acquisition of Financial Information by an employee or agent of Business Associate for the purposes of Business Associate is not a Financial Information Breach, provided that the Financial Information is not used for or is not subject to further unauthorized disclosure

(d) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

(e) "Individual" has the same meaning as the term "individual" in 45 CFR § 160.103 and includes a Person who qualifies as a personal representative under 45 CFR § 164.502(g).

(f) "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Plan Sponsor.

(g) "Unsecured Protected Health Information" or "Unsecured PHI" has the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to PHI.

3. Obligations and Activities of Business Associate. Business Associate agrees to:

(a) General Restrictions. Not Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) General Safeguards. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent Use or Disclosure of the PHI other than as provided for by this Agreement.

(c) Reporting. Report to Plan Sponsor any Use or Disclosure of the PHI not provided for by this Agreement of which it becomes aware, including a Breach of Unsecured PHI as required at 45 CFR § 164.410, and any Security Incident of which it becomes aware.

(i) Security Incidents. A report of a Security Incident:

(A) Will be made promptly in writing, for any actual, successful Security Incident.

(B) Will be made in writing on a reasonable basis after Plan Sponsor's written request, for any attempted, unsuccessful Security Incident.

(ii) Breach Notification. Without limiting its obligations under 45 CFR § 164.410, Business Associate will notify Plan Sponsor in writing of the Discovery of any Breach of Unsecured PHI. Such notice will be made not later than five (5) business days after Discovery and will include (x) such information then-known or then-available to Business Associate that Plan Sponsor would be

required to include in a notification to an Individual under 45 CFR § 164.404(c), including, without limitation, the date of Discovery of such Breach, and (y) such information required or helpful for Plan Sponsor to determine whether Business Associate constitutes Plan Sponsor's agent (determined in accordance with the federal common law of agency) with respect to such Breach. If Plan Sponsor notifies Business Associate of its determination that Business Associate was Plan Sponsor's agent with respect to such Breach, Business Associate will comply with all of its obligations under 45 CFR § 164.410 within five (5) business days after receipt of such notice. Business Associate agrees to cooperate with Plan Sponsor in preparing any notices by Plan Sponsor concerning such Breach, and if directed by Plan Sponsor, fulfill Plan Sponsor's obligations under Subpart D of 45 CFR Part 164, and provide verification of the same.

(d) Subcontractors. In accordance with 45 CFR §§ 164.502(e)(1)(ii), 164.308(b)(2), if applicable, ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(e) Access to PHI. At the request of Plan Sponsor, make available PHI in a Designated Record Set, to Plan Sponsor or, as directed by Plan Sponsor, to an Individual or an Individual's designee as necessary to satisfy Plan Sponsor's obligations under 45 CFR § 164.524.

(f) Amendment to PHI. Make any amendment(s) to PHI in a Designated Record Set directed or agreed by Plan Sponsor to pursuant to 45 CFR § 164.526 or take other measures as necessary to satisfy Plan Sponsor's obligations under 45 CFR § 164.526.

(g) Accounting of Disclosures. Maintain and make available to Plan Sponsor or, as directed by Plan Sponsor, to an Individual or an Individual's designee, information required to provide an accounting of Disclosures as necessary to satisfy Plan Sponsor's obligations under 45 CFR § 164.528.

(h) Privacy Rule Compliance. To the extent Business Associate is to carry out one or more of Plan Sponsor's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Plan Sponsor in the performance of such obligations.

(i) Internal Practices. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Standards for Electronic Transactions. Business Associate agrees that if it (or an agent or subcontractor) conducts an electronic transmission for or on behalf of Plan Sponsor that qualifies as a Standard Transaction, Business Associate (or its agent or subcontractor, as those terms are used in 45 CFR Part 162) will comply with the requirements of the Standards for Electronic Transactions (45 CFR Parts 160 and 162) (the "Transaction Standards"). Business Associate further agrees that, in connection with the transmission of Standard Transactions, it will not (and will not permit any agent or subcontractor, as those terms are used in 45 CFR Part 162, with which it might contract to): (i) change the definition, Data Condition, or a Data Element or Segment in a Standard Transaction; (ii) add any Data Elements or Segments to the maximum

defined Data Set; (iii) use any code or Data Elements that are either marked "not used" in the Transaction Standards' implementation specification or are not in the Transaction Standards' implementation specification; or (iv) change the meaning or intent of the Transaction Standards' implementation specification(s). Business Associate agrees and understands that there exists the possibility that the Plan Sponsor might request an exception from the uses of the Transaction Standards as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a *test* modification. Business Associate (and any agent or subcontractor, as those terms are used in 45 CFR Part 162) agrees to abide by any changes to the Transaction Standards that might be applicable to the services supplied under the Services Agreements.

(k) Financial Information Breach. Without limiting its obligations under applicable law, Business Associate will notify Plan Sponsor in writing of the discovery of any Financial Information Breach. Such notice will be made not later than five (5) business days after discovery and will include such information then-known or then-available to Business Associate that Plan Sponsor would be required to include in a notification to an individual to whom the Financial Information relates under applicable law, including the identity of such individuals. Business Associate agrees to conduct in good faith a reasonable and prompt investigation to determine the likelihood that Financial Information has been or will be misused and cooperate with Plan Sponsor in preparing any notices by Plan Sponsor concerning such Financial Information Breach, and if directed by Plan Sponsor, fulfill Plan Sponsor's obligations under applicable law with respect to such notice and provide verification of the same.

(l) Mitigation. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a violation of the requirements of this Agreement, which may include, without limitation, investigating and remediating the harmful effects of any Breach of Unsecured PHI caused by Business Associate.

(m) Manner of Performance. Unless otherwise specified in this Section 3, Business Associate will perform its obligations under this Section 3 within a time and in a manner reasonable under the circumstances to allow Plan Sponsor to comply with its obligations under the HIPAA Rules. If Business Associate receives a request directly from an Individual with regard to Plan Sponsor's obligations under 45 CFR §§ 164.524, 164.526, or 164.528, Business Associate will promptly forward the request to Plan Sponsor and not respond to the Individual unless directed by Plan Sponsor.

4. Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate:

(a) Use and Disclosure. May only Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Plan Sponsor as specified in the Services Agreements.

(b) Required By Law. May Use or Disclose PHI as Required by Law.

(c) Minimum Necessary. Agrees that its Use, Disclosure, or requests for PHI will satisfy the minimum necessary requirements of Subpart E of 45 CFR Part 164.

(d) Further Restrictions. May not Use or Disclosure PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Plan Sponsor, except as permitted under Section 5 of this Agreement.

5. Specific Use and Disclosure Provisions. Except as otherwise limited by this Agreement, Business Associate may:

(a) Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the Person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the Person, and the Person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) If necessary to perform under a Service Agreement, provide Data Aggregation services related to Plan Sponsor's Health Care Operations.

6. Obligations of Plan Sponsor. Plan Sponsor will:

(a) Notify Business Associate of any limitation in Plan Sponsor's notice of privacy practices under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose such Individual's PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

(c) Notify Business Associate of any restriction to the Use or Disclosure of PHI to which Plan Sponsor has agreed or by which Plan Sponsor is required to abide under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(d) Not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 145 if done by Plan Sponsor, except as otherwise allowed under Section 5 of this Agreement.

7. Term and Termination.

(a) Term. The term of this Agreement will begin on the Effective Date and will terminate on the expiration or termination of all Services Agreements or on the effective date of termination by Plan Sponsor under Section 7(b) of this Agreement, whichever is sooner.

(b) Termination for Cause. Plan Sponsor may terminate this Agreement if Plan Sponsor determines Business Associate has violated a material term of this Agreement and, if such violation is capable of cure, Business Associate has not cured the breach or ended the violation within the time specified by Plan Sponsor. If the violation is not capable of cure, Plan Sponsor may terminate this Agreement immediately.

8. Obligations on Termination. Upon termination of this Agreement for any reason, Business Associate will:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Plan Sponsor or, if agreed to by Plan Sponsor, destroy the remaining PHI that Business Associate maintains in any form, and retain no copies.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section 8, for as long as Business Associate retains the PHI.

(d) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Sections 5(a) and 5(b) of this Agreement.

(e) Return to Plan Sponsor or, if agreed to by Plan Sponsor, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, and retain no copies.

(f) At Plan Sponsor's request from time to time, provide Plan Sponsor a written certification of Business Associate's compliance with the obligations of this Section 8.

9. Indemnification. Business Associate agrees to indemnify, defend, and hold harmless Plan Sponsor, its affiliates, and their respective employees, directors, officers, agents, and Workforce members (each an "Indemnified Party") against all actual or direct losses, liabilities, profits, fines, penalties, costs, or expenses, including without limitation, reasonable cost of mitigation or remediation and attorneys' fees, that are or may be suffered by an Indemnified Party arising out of or related to any breach of this Agreement by Business Associate or its Subcontractors or notification made by Plan Sponsor due to a Breach of Unsecured PHI or a Financial Information Breach caused by Business Associate or its Subcontractors.

10. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Survival. The respective rights and obligations of the parties under Sections 8 and 9 of this Agreement will survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement will be resolved to permit compliance with the HIPAA Rules.

(e) Integration and Amendment. This Agreement and the Services Agreements constitute the parties' only agreement with respect to PHI. All previous or contemporaneous oral, written, electronic, or other agreements concerning PHI, including all prior business associate agreements or terms (if any), are hereby terminated and superseded by this Agreement. When in conflict, the terms and conditions of this Agreement control over the terms of the Services Agreements. This Agreement may not be amended except in writing signed by the representatives of the parties.

This Business Associate Agreement has been executed by the parties as of the Effective Date.

County of Hidalgo, Texas as the Plan Sponsor and on behalf of the Plan Sponsors

Flexible Benefit Administrators, Inc.

By: _____

By: _____

Name: _____

Name: G. Landon Browning III

Title: _____

Title: Vice President

Date: _____

Date: _____

“Plan Sponsor”

“Business Associate”

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



This AGREEMENT (the “Agreement”) is made and entered into by and between Flexible Benefit Administrators, Inc. (“FBA”) and the Group named above (“Employer”).

Employer represents and FBA acknowledges that:

- Whereas, Employer has established one or more health plans for its employees that are subject to COBRA regulations
- Whereas FBA offers to assist with Employer’s administrative needs (the “Program”) that includes the following:
 - Consolidated Omnibus Budget Reconciliation Act of 1985(COBRA), as amended, and the related regulations and interpretations by the Internal Revenue Service and Department of Labor
- Whereas Employer desires FBA to perform certain administrative services with respect to the Program as more fully described in this Agreement and the Exhibits, and FBA is willing to perform those services

In consideration of the promises and mutual covenants contained in this Agreement, Employer and FBA agree to the terms, conditions, and limitations of this Agreement. The payment of any fees hereunder on or after the Effective Date shown below will also be deemed to constitute written acceptance of the Agreement and the Fees.

Any existing group contract or agreement between the Employer and FBA that is being replaced by this Contract is terminated when this one becomes effective.

EMPLOYER CODE: **HCTX**

CONTRACT EFFECTIVE DATE: January 1, 2025

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



1. Services: FBA shall provide those services described in the Exhibit(s) to this Agreement.
 - a. Nature of Services:
 - i. Administrative Services Only- Employer understands and agrees that FBA’s sole function under this Agreement is to provide administrative services in accordance with the terms of this Agreement. Under the terms of this Agreement, FBA does not render investment advice, is not an “administrator” as defined in §3(16) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and is not a trustee or a fiduciary, as these terms or other analogous terms may be defined under applicable state, local, or federal law, and does not provide consulting, legal, tax or accounting advice with respect to the creation, adoption or operation of the Program or any portion thereof.
 - ii. Discontinuance of Services Inconsistent with Role- If, based on changes in the regulations governing the Program or the interpretation of the regulations, there is a reasonable likelihood that any service being, or to be, provided under this Agreement by FBA could constitute a discretionary function and thereby subject FBA to classification as a “fiduciary” under applicable state, local or federal law with respect to the Program, and such service could not be restructured in a manner that would not subject FBA to classification as a “fiduciary” under applicable state, local or federal law, then FBA, upon reasonable notice to Employer may decline to thereafter provide that service. The failure to provide any such service shall not constitute a breach of FBA’s obligations under this Agreement.
 - iii. Compliance Responsibility- Employer is solely responsible for ensuring that the Program complies with all applicable provisions of the Internal Revenue Code, DOL, ERISA and any applicable state and local laws governing the Program.
 - In the Business Associate Agreement, Employer shall be referred to as “Plan Sponsor” and FBA shall be referred to as “Business Associate”
 - b. Reliance Upon Data: All services provided by FBA hereunder shall be based on information supplied by Employer or designee or agent of Employer (as designated by Employer). Employer acknowledges that the timely provision of accurate, consistent, and complete Program Data in the format specified by FBA is essential to its delivery of services, and Employer is responsible for ensuring such timely and accurate data is delivered to FBA in FBA’s approved format. For these purposes, “Program Data” means all data and records supplied to FBA, obtained by FBA, or produced by FBA (based on data or records supplied to, or obtained by, FBA) in connection with performing the services pursuant to this Agreement. Program Data includes, but is not limited to, current participant names, addresses, status, and coverage elections.

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



- c. Data in Electronic Format: Employer agrees that administrative, contribution and recordkeeping data shall be provided by the Employer in an electronic format acceptable to FBA and will be updated by the Employer as FBA requires for proper processing. If the data is not submitted in an electronic format or if the format of the data requires additional translation, formatting or cleansing, FBA reserves the right to approve or refuse such submission and to charge additional data-handling fees as required.
- d. Reliance Upon Persons Designated by Employer: Employer will provide names and other contact information to identify persons authorized by Employer to take actions for, or provide information with respect to, the Program. Until notified of a change, FBA may reasonably rely upon this information and may act upon instructions received from and/or on information provided by these named persons. FBA has the right to assume that those persons continue to be authorized until notified otherwise.
- e. Customer Service:
Customer Service Representatives - Customer service representatives will be available at a toll-free telephone number to assist Employer and participants.
Internet Services- FBA will provide access to the FBA Web site as described in paragraph 1 (f) of this Agreement to allow participants and Employer to access certain account information and for participants to review COBRA program elections and make online payments.
Participant Statement of Account- Participants will have access to their accounts through FBA's Web site as described in paragraph 1 (f) of this Agreement.
- f. Benefits Information Portals:
- i. Participant Portal- FBA will provide Program participants will access to FBA's portal system. This system will allow online payments. Participants will also have online access to the following:
 - Real-time history of eligibility dates and payment processing.
 - Account management with transaction history and account balance; and
 - payment data
 - ii. Employer Data Portal- FBA will provide Employer and Employer's designated administrator with access to FBA's employer data portal system. The employer portal system provides Employer with the ability to upload COBRA event data and review reports.
2. Compensation: In consideration for its services provided hereunder, the Employer shall pay FBA in accordance with the Fee Schedule provided in Exhibit A. FBA may amend the Fee Schedule for services not yet rendered with Employer's written consent. Fees are invoiced and payable monthly. The monthly invoice will include:

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**

a. Invoices will be sent out on or before the 12th day of each month. Monthly charges are based on participation for the month prior and will not be adjusted for any employees who terminate during the month. Eligibility is based on information provided by Employer to FBA and must be received by FBA on the 1st business day of the month.

b. Additional optional services agreed upon by Employer and FBA

All fees are due at the time they are invoiced and Employer agrees to pay all fees due within 30 days after receipt of the invoice date (“Grace Period”), provided, however, that if Employer in good faith disputes the calculation of fees set forth on an invoice and notifies FBA of such dispute within 30 days after receipt of the invoice, the number of days such dispute is unresolved following such notification shall not be counted in determining the 30-day Grace Period applicable to such invoice. As set forth in section 6, late payment may result in termination of the agreement or in interest charge in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch 2251.

3. FBA not Legal Counsel: Employer understands and agrees that it shall review with its legal counsel all documents provided to it by FBA and that Employer should consult such counsel on any questions concerning Employer’s responsibility under this Agreement, the Program documents, and the legal sufficiency of any documents provided by FBA. Employer understands that neither FBA nor any of FBA’s affiliates, agents, or subcontractors are permitted to provide Employer with legal. Employer acknowledges that it will not rely on any information provided as if it were legal advice.
4. Notice of Errors: All information supplied to Employer or participant will be deemed correct if notice of transactional errors is not given to FBA by the participant or the Employer within 90 days of issuance of any payment, confirmation, or other information. If FBA receives timely notice, FBA will use reasonable efforts to correct transactional errors. FBA will not be liable for damages of any kind resulting from such errors.
5. Indemnification:
- a. Indemnification of FBA: To the extent allowed by law, Employer shall hold harmless and indemnify FBA and its employees, directors, officers, agents, and subcontractors (collectively, “FBA Indemnitees”) from and against any loss, damage, liability, claims, costs, and expenses, including reasonable attorney’s fees, to which FBA Indemnitees may become subject, which result from:
- i. Any misrepresentation or nonfulfillment of any terms of this Agreement by Employer, a participant, or any other individual including, but not limited to, liabilities resulting from the provision of inaccurate, untimely, or incomplete information to FBA or the failure to provide FBA with clear instructions as to distributions.
- ii. Any failure of the Employer to provide timely and accurate Program Data.

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



- iii. Any failure by the Employer, a participant, or any other individual of the requirements of applicable state, local and/or federal laws.
 - iv. The making by FBA of any payment based upon instructions that FBA reasonably believes to be authorized; and
 - v. Any action, conduct, or activity taken by FBA, or any inaction by FBA, at the direction of Employer, provided that FBA reasonably believes the direction to be valid and is not negligent in the execution of such directions.
- b. Indemnification of Employer: FBA shall hold harmless and indemnify Employer and its employees, officers, and directors (collectively, "Employer Indemnitees") from and against any loss, damage, liability, claims, costs, and expenses, including reasonable attorneys' fees, to which Employer Indemnitees may become subject, which are caused directly by the negligence or willful misconduct by FBA. The liability of FBA (and its affiliates, agents, and subcontractors) hereunder, regardless of the theory or form of action, shall not exceed the aggregate of the total amount of fees paid by Employer hereunder.
- c. General Conditions of Indemnification: As a condition to receive indemnification, the party seeking indemnification shall:
- i. Give written notice to the indemnifying party of an indemnified claim, demand, or action within 15 days after it has knowledge thereof.
 - ii. Permit the indemnifying party at its option to assume control of the defense of such claim, demand, or action.
 - iii. Give full cooperation in the investigation and defense on request.
 - iv. Use its best efforts to mitigate the damages; and
 - v. Not compromise or settle such claim, demand, or action without the indemnifying party's written consent.
6. Duration; Termination; Successor Record-keeper:
- a. Effective Date: The Effective Date shall be as defined on the Face page of this Agreement.
 - b. Duration: This Contract shall be for a period of three (3) years, commencing on January 01, 2025, and expiring on December 31, 2027, unless sooner terminated. The terms of this agreement may be extended at the County's sole discretion for three (3) additional one (1) year term(s) under the same rates, terms, and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.
 - c. Termination for Cause: FBA may terminate this Agreement and discontinue services immediately upon notice to Employer if:

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



- i. Law enactment or interpretation to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation.
 - ii. Employer fails to pay any invoice prior to the expiration of the Grace Period
 - iii. Employer's agreement with FBA to provide or administer the Program coverage is terminated or discontinued for any reason; or
 - iv. Employer ceases to be subject to the regulations set forth under the COBRA regulations
 - Employer may terminate this Agreement for cause immediately upon notice to FBA in the event that Employer's agreement with FBA to provide or administer Program coverage is materially changed and services under this Agreement are no longer required. Employer may terminate this agreement without cause upon thirty (30) days written notice.
 - i. Agent of Record Change is not considered a materially changed event and will not be considered an acceptable reason for terminating the contract without the required timeframe of notice, as defined in Section 6(b) and 6(c) above.
 - d. Successor Record-keeper: Upon termination, the parties agree that FBA shall have no further duty or responsibility to Employer under this Agreement except as provided in this paragraph 6(d). FBA will use reasonable efforts to transfer all relevant non-proprietary information concerning the Program that FBA deems necessary for future operations, in FBA's standard format, to Employer or to a successor service provider. Any reasonably unforeseeable costs or expenses incurred by FBA in effecting this transfer may be invoiced by FBA and, if so invoiced, shall be paid by Employer unless waived in writing by FBA. Employer agrees that FBA may charge reasonable fees for the provision of requested records or reports that FBA previously provided.
 - e. Survival of Indemnification: Employer acknowledges and agrees that the indemnification provisions of paragraph 6 of this Agreement shall survive the termination of this Agreement.
7. Notices: Any notice or other communication required under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission, by electronic mail or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when delivered personally, or if sent by facsimile transmission or electronic mail, upon the date stated on the written confirmation received by the sender, or, if mailed, three (3) days after the date of deposit in the U.S. mail, to the address shown on the Face Page of this Agreement, or such other address that is provided by one Party or the other.
8. Entire Agreement; Amendment: This Agreement, including the Exhibits hereto, which are specifically incorporated herein by reference contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and there are no other arrangements written or oral, relating to

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



the subject matter hereof other than those explicitly set forth herein or attached hereto. This Agreement may be amended at any time, but only when agreed to in writing by the parties.

9. **Construction:** In the event of a dispute regarding the meaning of any of the terms of this Agreement, the terms shall be given a reasonable construction and shall not be construed against either party on the basis of such party's participation in the preparation of the Agreement.
10. **Binding Effect: No Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any party without the written consent of the other parties hereto. Notwithstanding the foregoing, this Agreement may be assigned by FBA to a successor entity without prior written consent of Employer.
11. **Representations and Warranties:** FBA makes no statutory, express, or implied representations or warranties of any kind with respect to the services or FBA's performance of services under the Agreement, including, without limitation, those of merchantability and fitness for a particular purpose, which, without limiting the foregoing, are disclaimed by FBA. No descriptions or specifications, whether or not incorporated into the Agreement, no provisions of marketing or sales materials, and no statement made by any sales representative in connection with the services shall constitute representations or warranties of any kind.
12. **Headings:** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
13. **Severability:** If any word, phrase, sentence, paragraph, provision or section of this Agreement shall be held, declared, pronounced or rendered invalid, void, unenforceable or inoperative for any reason by any court of competent jurisdiction, governmental authority, statute or otherwise, such holding, declaration, pronouncement or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision or section of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.
14. **Governing Law:** This Agreement shall be performed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia, where FBA's headquarters are located, without regard to conflict of laws principles. The forum for any legal disputes will be settled in the state where the issue arises (i.e., Virginia or Pennsylvania), and Employer consents to the personal jurisdiction therein.
15. **Third Party Beneficiaries:** The provisions of this Agreement are solely for the benefit of the parties hereto and their affiliates and are not intended to confer upon any person except the parties hereto any rights or remedies of any kind.
16. **Unforeseen Circumstances:** Neither FBA nor Employer shall be liable for any default or delay in the performance of its respective services and obligations under this Agreement if and to the extent such default or delay is primarily caused, directly or indirectly by:

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



- a. Fire, flood, elements of nature or other acts of God.
- b. Any outbreak or escalation of hostilities, terrorist actions, war, riots, or civil disorders in any country.
- c. Any act or omission of the other party or any governmental authority; or
- d. Nonperformance of a third party of any similar cause beyond the reasonable control of FBA or Employer, as applicable, including without limitation, failures or fluctuations in telecommunications or other equipment.

In any such event, FBA, or Employer, as applicable, shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail, and it continues to use reasonable efforts to recommence performance or observance as soon as practicable.

17. Writing and Signature; Electronic Transactions: Unless otherwise explicitly required by law,
- a. Any requirement for writing under this Agreement may be rendered in any form that can reliably reproduce an accurate physical record of the communication and authenticate the source, including but not limited to facsimile transmission, electronic mail, or Internet transmission.
 - b. Any requirement of a signature under this Agreement may be rendered in any form clearly indicated by the signatory to be a signature or which complies with instructions directly given to the signatory as to the proper form of indicating a signature in an electronic or voice response environment. Appropriate forms include, but are not limited to, personal identification numbers rendered over the Internet, and facsimile transmissions.
 - c. Notwithstanding a) or b), above, the recipient of any writing or signature under this Agreement may require the confirmation of any writing or signature in physical form (such as hand or typewritten or the equivalent) with a manual signature.
 - d. Employer represents that the Program document(s) will allow for transactions to be made by electronic means. Under the Program document(s) and this Agreement together, notices, consents, and other actions by or on behalf of, or with respect to, the Program, its participants and their respective beneficiaries ("Program Transactions") may be affected, in whole or in part, by electronic means. Any Program Transactions relating to services provided under this Agreement may be initiated or effected by Employer, the Program, a participant, or a beneficiary by use of FBA-authorized electronic means, Internet access system (including FBA website) or telephone service line. Use of electronic means for Program Transactions is subject to the terms and conditions established by FBA and disclosed to Employer and participants, and

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



electronic transactions shall be binding on the parties if FBA, acting in good faith, believes that such transactions are authorized by Employer, a participant, or beneficiary, as applicable.

18. Taxes, Fees and Assessments: The Employer will pay any and all taxes, licenses, and fees, if any, levied by any local, state, or federal authority in connection with the Program.
19. Acceptance: Signature below will constitute acceptance of this Agreement. The payment of any fees hereunder on or after the Effective Date shown below will also be deemed to constitute written acceptance of the Agreement and the Fees.

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



EXHIBIT A

COBRA Fee Schedule

Account Set up and Takeover of Current COBRA Participants	Waived
Annual Renewal Rate	Waived
Monthly Administration Fee	\$0.40 per enrolled employee, per month
Open Enrollment Services <i>(Notification Packets to Pending & Enrolled COBRA Participants at Benefit Renewal)</i>	\$5.00 per open enrollment packet
Global Initial Rights Notification Mailing <i>(Initial Rights Notices sent to all currently enrolled employees to maintain COBRA compliancy at contracting with FBA)</i> (Optional Service)	\$1.50 per notification (at contract start)
<i>*Other fees that may apply:</i>	
File Processing Fee – Production File Corrections <i>Minimum charge \$50.00</i>	Minimum charge of \$50.00 per hour (up to a maximum of \$75.00 per hour) to correct production data errors received from the group or approved file vendor, resulting in manipulation of data for any eligible employees

Fee Guaranteed for 3 years

- *Our fees are based on a per enrolled active employee basis. Please note that pricing includes all reporting, accounting, premium billing, and data maintenance.*
- *All COBRA participants will have a 2% fee added to their premium rates. Flexible Benefit Administrators will retain these additional fees.*

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



EXHIBIT B

**Administration and Recordkeeping Services for
Consolidated Omnibus Budget Reconciliation Act**

FBA will provide the following administrative services under this Agreement, as elected by Employer to be offered to participants under the Program:

- Consolidated Omnibus Budget Reconciliation Act (COBRA)
1. Enrollment and Communication:
 - a. Initial Right Notification: FBA will provide its standard initial rights notification letter to newly covered employees and spouses of the Employer Plan informing them of their rights under COBRA. These notices will be sent via accountable mail within the time frame required by COBRA.
 - b. Qualifying Event Notification: FBA will provide its standard qualifying event notification letter and election notice to all eligible qualified beneficiaries under the Employer Plan. These notices will be sent via accountable mail within the time frame required by COBRA.
 2. Compliance With Applicable Governing Law: Employer is solely responsible for maintaining the Plan, including the establishment of eligibility, and paying all benefits owed or established under the Plan to its participants. FBA will provide basic Plan information, such as participant counts, that is readily available on its systems to assist Employer with complying with the requirements of the DOL and COBRA law, but it reserves the right to charge an additional fee for extended services, as it deems appropriate.
 3. Administration and Recordkeeping:
 - a. Participant Accounts: FBA will establish participant accounts for each Plan participant for whom it received complete enrollment information. FBA will determine if employees are eligible under the terms of COBRA with information provided by the eligible participant.
 - b. Participant Files: FBA will maintain physical or electronic files for all participants for whom participant accounts have been established. These files will include enrollment forms and all other written correspondence and documents concerning each participant's account, and if applicable, records of any such actions conducted through the internet or electronic means.
 - c. Transfer of Funds: Collected premiums will be distributed by one of the following methods. FBA will retain the collected 2% COBRA Administration fee.

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**



- i. If the plans under COBRA administration are fully insured, FBA will return all collected premiums to each individual carrier. Premiums are disbursed no later than the 25th of each month by check or EFT transfer to the carrier. Disbursements include a detailed reporting for funding accountability.
 - ii. If the plans under COBRA administration are self-insured, FBA will return all collected premiums to Employer. Premiums are disbursed no later than the 25th of each month by check or EFT transfer to Employer. Disbursements include a detailed reporting for funding accountability.
 - d. Ongoing Administrative Processes:
 - i. Timely Communication Mailings- Upon receipt of complete information from Employer, within the applicable time frame required by COBRA or upon the effective date of coverage, whichever is later, FBA's will send standard Initial Rights Notifications and Qualifying Event Notifications via first-class USPS mailing.
 - ii. Payment of COBRA Premiums- FBA will collect, track, process and remit the insurance premiums paid by the qualified beneficiaries in accordance with the terms and conditions of this Agreement. Participants can pay COBRA premiums by check, money order or automatic recurring ACH without any additional charges. FBA will also provide an additional option to pay COBRA premiums online with a credit card or a single occurrence ACH; these options may include charges by the online third-party vendor. FBA will mail standard payment coupons that should accompany all check and money order submission of premiums. FBA represents that all COBRA payment methods are compliant with COBRA regulations.
 - iii. Maximum Coverage Period- FBA will notify qualified beneficiaries if COBRA coverage terminates earlier than the end of the maximum period of coverage applicable to the qualifying event that entitled the individual to COBRA coverage. The notice will be provided as soon as administratively practicable after FBA determines that COBRA coverage will be terminated early. COBRA period will be extended in cases of disability and second qualifying events based on the rules of COBRA.
 - iv. Insurance Carrier Updates- FBA will coordinate with Employer and insurance carriers on any questions pertaining to a qualified beneficiary's COBRA eligibility and payment status. If permitted by the carriers, qualified beneficiaries electing COBRA coverage will be moved from the Employer billing statement to a separate COBRA subgroup statement that is sent to FBA on behalf of the Employer. Enrollment and termination updates will be communicated directly with the insurance carriers and will be updated in accordance with COBRA eligibility regulations.

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
FLEXIBLE BENEFIT ADMINISTRATORS, INC.
AND
COUNTY OF HIDALGO, TEXAS**

- v. Communication with COBRA Participants- Using FBA’s standard communications, FBA will maintain communication with the qualified beneficiaries who have elected COBRA coverage concerning eligibility status, Medicare eligibility, advance termination notice for the individual conversion, verification of termination, change of address, benefit, and rate changes.
- vi. Open Enrollment- Once open enrollment rates have been provided; FBA will send standard system generated open enrollment/rate change letters during open enrollment. FBA will make any insurance carrier updates for election coverage changes and will issue new payment coupons to correspond with rate changes.
- vii. Reports- FBA will provide Employer with standard reports that will summarize all COBRA activity that occurred for each active/pending COBRA participant. Reporting will also provide a listing of all newly covered employees who received an initial rights notification.

Signatures:

You should read and understand this agreement. It is a legal and binding contract.

Company Name: Flexible **Benefit Administrators, Inc.**

Signature: _____

Printed Name: G. Landon Browning, III

Title: Vice President

Date: _____

Company Name: **County of Hidalgo, Texas**

Signature: _____

Printed Name: _____

Title: County Judge

Date: _____

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON December 10, 2024.

Agenda Item No. 97436

Executive Office: _____

VENDOR:
Flexible Benefit Administrators, Inc.

COUNTY:
COUNTY OF HIDALGO

G. Landon Browning, III, Vice President

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Robert Viña, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)



**HIDALGO COUNTY
PROCUREMENT PACKET**

REQUEST FOR PROPOSAL

RFP No.: RFP-24-0308-10-23-12

COBRA ADMINISTRATION SERVICES

Acceptance Due Date: October 23, 2024 at 3:00 pm

Ignacio Amezcua MBA, CTCM, CTCDD
Hidalgo County Purchasing Director

Project Contact Information:

Coral Reyes, Contract Specialist II
(956) 318-2626 Ext: 4856
coral.reyes@co.hidalgo.tx.us

Hidalgo County
REQUEST FOR PROPOSAL
COBRA Administration Services

TABLE OF CONTENTS

I. INVITATION LETTER

II. SUBMISSION DETAILS.....

III. PROCUREMENT OVERVIEW

IV. LEGAL NOTICE.....

V. EVALUATION CRITERIA.....

VI. ELECTRONIC SUBMISSION DOCUMENTS.....

Attachments:

- A - RFP-24-0308-10-23-12 DRAFT
- C - Insurance Requirements (Goods and Services)
- D - COI Questionnaire
- E - HUB Declaration
- F - Certification Regarding Debarment
- G - Title VI Appendices
- H - 2 CFR 200
- I - FHWA 1273
- J - Proposer's Affidavit
- K - RFP-24-0308-10-23-12 Service Contract Draft
- L - Deficiencies and Deviations Form
- M - Reference Form

1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Wednesday, October 9, 2024

RE: HIDALGO COUNTY - REQUEST FOR PROPOSALS

RFP NO.:RFP-24-0308-10-23-12 –COBRA Administration Services

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD

Hidalgo County Purchasing Director

1.2. Contact Information

Project Contact:

Olga Garza

Contracts Division Manager

2802 S. Business Highway 281

Edinburg, TX 78539

Email: olga.garza@co.hidalgo.tx.us

Phone: [\(956\) 318-2626](tel:(956)318-2626) Ext: 4882

Procurement Contact:

Coral Reyes

Contract Specialist II

2812 S. Business Highway 281

Purchasing Department

Edinburg, TX 78539

Email: coral.reyes@co.hidalgo.tx.us

Phone: [\(956\) 318-2626](tel:(956)318-2626) Ext: 4856

Department:

Hidalgo County

1.3. Timeline

Release Project Date	October 9, 2024
-----------------------------	-----------------

Question Submission Deadline	October 16, 2024, 5:00pm
Question Response Deadline	October 18, 2024, 5:00pm
Proposal Submission Deadline	<p>October 23, 2024, 3:00pm</p> <p>(All times referenced in this procurement packet are Central Standard Time –CST)</p> <p>The proposal opening is open to the public. Proposal opening participants may attend the proposal opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Proposal opening may be limited due to capacity and will be on a first-come-first-serve basis.</p> <p>Live stream: https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09</p> <p>Meeting ID: 964 6467 6754</p> <p>Passcode: 545411</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number: https://hidalgocounty.zoom.us/u/abObUBYixl</p> <p>Join by SIP: 96464676754@zoomcrc.com</p>

2. SUBMISSION DETAILS

2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond):

- A. Submit responses electronically via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Wednesday, October 23, 2024, at 3:00 pm. **OR;**
- B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or Wednesday, October 23, 2024, at 3:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Coral Reyes, Contract Specialist II
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Coral Reyes, Contract Specialist II
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

FIRM INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed one-sided on 8 ½” by 11” paper.
- One (1) hard copy, marked “ORIGINAL” and two (2) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the firm’s name and the RFP number. Responses that are not identified with the RFP number on the outside, will be at risk of rejection.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation. **For the hand delivery option, the solicitation packet and all required documents can be found under the [#ATTACHMENTS](#) section:**

- A. Table of Contents
- B. Required Confirmations/Documents
 1. Legal Notice Declaration - **(Confirmation)**
 2. Insurance and Bid Bond Requirements
 - a. Proof of Insurance - **(Document)**
 - b. Insurance Requirement Acknowledgement - **(Confirmation)**
 - c. Bid Bond Acknowledgment - **(Document)**
 - d. Project Requirements Acknowledgement - **(Confirmation)**
 3. Conflict of Interest Questionnaire
 - a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable) **(Document)**
 4. Vendor Acknowledgment and HUB Declaration
 - a. Vendor Acknowledgment - **(Confirmation)**
 - b. HUB Declaration - **(Document)**
 5. Certification Regarding Debarment
 - a. Signed Certification - **(Document)**
 - b. SAM.gov Registration Acknowledgement - **(Document)**
 6. Title VI Appendices
 - a. Title VI Appendices [A -E] - **(Confirmation)**

7. Required Contract Clauses For Contracts Under Federal Award
 - a. Byrd Anti-Lobbying Contract Clause - **(Document)**
 - b. 2 CFR 200 Certification - **(Document)**
8. FHWA 1273
 - a. FHWA 1273 **(Confirmation)**
9. Proposer's Affidavit - **(Document)**
10. Draft Agreement - **(Confirmation)**
11. Deficiencies and Deviations Form **(Document- If Applicable)**
12. References - **(Document)**
13. Addenda (when applicable; see Addenda under Legal Notice) - **(Confirmation)**
14. Company/Firm Response - **(Document)**
 - a. Cover Sheet
 - i. Company Name, Company Address, Company Phone Number
 - ii. Project Name: COBRA Administration Services
 - iii. Procurement Number: RFP-24-0308-10-23-12
 - iv. Opening Date: Wednesday, October 23, 2024
 - v. Opening Time: 3:00 pm

(Confirmation) = A confirmation is required for this section.

(Document) = A document submission is required for this section.

2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx>. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

3. **PROCUREMENT OVERVIEW**

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified respondents interested in providing services for the "COBRA Administration Services". Proposals will be received in accordance with the requirements attached hereto as "**Requirements/Specifications**". The response should address all requirements.

3.2. PRE-PROPOSAL MEETING

If there will be a Pre-Proposal meeting the information will be included in Section 1 – Invitation Letter/Timeline.

3.3. AWARD

No award can be made until approved by Hidalgo County Commissioners Court. This RFP does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County and may be terminated at any time prior to execution of an agreement.

(a) Before awarding any contract, Hidalgo County Purchasing Department will verify, using the Federal System for Award Management (SAM) and the Texas Comptroller's Debarred Vendor List, that the offeror recommended for contract award has no unsatisfactory performance history that would prohibit awarding them a contract.

(b) The contract will be awarded to that responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the county, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to the County that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to this procurement.

(c) The County reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(d) The County may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in Pricing Schedule, offers may not be submitted for any quantities less than those specified, and the County reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(e) The County's execution of the Contract shall be deemed to result in a binding contract without further action by the offeror.

(f) The County may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the County prior to award.

(g) The County may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to the County.

3.4. TERM

It is intended that the initial contract term will be for three (3) years commencing on the date approved by Commissioners Court; with the County's option to renew/extend for an additional three (3) one (1) year terms, under the same rates, terms, and conditions.

3.5. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

3.6. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

3.7. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.8. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.9. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

3.10. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Wednesday, October 16, 2024, at 5:00 pm. Responses to properly submitted questions will be published in the PORTAL and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

3.11. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

3.12. COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Proposer acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

3.13. WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

3.14. NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

4. LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as “Offeror”, “Vendor”, “Respondent”, or “Contractor”) submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as “Procurement Packet”) made by the County of Hidalgo (hereinafter referred to as “Hidalgo County” and “County” or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services. The Hidalgo County Purchasing Department webpage may be found at <https://www.hidalgocounty.us/143/Purchasing-Department>.

It is the Offeror’s sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County’s interpretation shall govern. Referenced appendices may be subject to change.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/CountyAdministrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

4.2. ACCESS TO RECORDS

In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

4.3. ACCOUNT CREATION FOR PAYMENT

Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor’s Office in order to establish an account with the County for payment, including information requested on Hidalgo County "**Vendor Acknowledgment**" on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor’s Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4.4. ADDENDA

When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released

Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must sign in blue ink and include it in the returned submission package.

4.5. ASSIGNMENT

The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as "Commissioners Court"), or other applicable governing body.

4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on "**Company/Firm Response**", in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

4.7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

4.7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

4.7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in

any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

4.7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in "**Project Requirements Acknowledgment**". Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. **Written verification may be provided by signing the Legal Notice Declarations page.** Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

4.7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

4.7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the

contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at <http://www.sam.gov> with their response.

4.7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

4.7.8 Disclosure of Conflict of Interest.

4.7.8.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or February 15, 2023 attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

4.7.8.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter in to any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

4.7.8.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. "**Proposer's Affidavit**" must be included in the response.

4.7.8.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

4.7.8.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as Appendix “D”, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at <https://www.hidalgocounty.us/161/CountyClerks-Office>. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

4.7.8.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352(2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying” as detailed in “2 C.F.R. § 200 ”.

4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov’t. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov’t. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means “with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm February 15, 2023 entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association”.

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole source provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov’t. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

4.7.10 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result

will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

4.7.11 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, ignacio.amezcua@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

4.8.1 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in "**HUB Declaration**".

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation February 15, 20237(TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

4.8.2 Independent Contractor. Offeror must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Offeror under a contract entered into by the parties. Notwithstanding the foregoing

sentence, Offeror represents and maintains that Offeror is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Offeror does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Any contract entered into between the parties and the performance of the same does not create an agency relationship or master servant relationship. Offeror agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received under a contract. Offeror will incur no financial obligation on behalf of the County without prior written approval of the County. Offeror will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Offeror or its affiliates provide the Services, except as otherwise set forth in this packet and/or any contract entered into by the parties. Offeror agrees to not take any action that is detrimental to, or not in the best interest of the County.

4.8.3 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law. Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

4.8.4 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award.** To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its email addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

4.8.5 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, "**Title VI**" has been broadened by related statutes, regulations and executive orders as found in **Appendices "A" through "E"** as attached hereto as Appendix "G". Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan>.

4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

4.10. CONTRACT RENEWALS

Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

4.11. CONTRACT TRANSITION (Grace Period)

In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

4.12. COST OF GOODS AND SERVICES

Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

4.13. COUNTY APPROVED HOLIDAYS

The Offeror is advised that official County business will not be conducted on approved County holidays. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.

4.14. EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held

and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

4.15. FISCAL FUNDING

Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized “Grant Funding” rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. February 15, 2023⁷ Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

4.15.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor

4.15.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in "**2 C.F.R. § 200**". It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

4.16. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

4.17. GOVERNING LAW

This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. **Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas.** Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

4.18. HIPAA COMPLIANCE

When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

4.19. INDEMNIFICATION

COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, February 15, 2023) REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

4.20. INSPECTIONS & TESTING

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate. The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied

under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

4.21. INSURANCE

Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See "**Insurance Requirements**"). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

4.22. LEGAL DOCUMENTS

Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

4.23. MAINTENANCE

Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on "**Company/Firm Response**". If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

4.24. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
 - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
 - tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.
 - put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- Price increases are only valid for the quarter in which they are requested and approved.
- Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.
- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4.25. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on "**Requirements/Specifications**". A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

4.27. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

4.28. NEW MILLENNIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

4.29. PAYMENT UNDER CONTRACT

If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

4.30. PERFORMANCE ENFORCEMENT

Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

4.31. POST-AWARD DELIVERY INSTRUCTIONS

Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the "**Requirements/Specifications**" attached hereto this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

4.32. POST-AWARD INVOICES AND PAYMENTS

Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will payon invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. Nocharges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: <https://www.hidalgocounty.us/143/Purchasing-Department>. The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

4.35. PROCUREMENT PACKET SUBMISSION

Offeror must comply with the following procurement packet submission procedures.

4.35.1 Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response. Late submissions will not be accepted for any reason.**

4.35.2 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

4.36. PROOF OF BUSINESS

Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, "**Vendor Acknowledgment**".

4.37. PURCHASE ORDER AND DELIVERY

The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on "**Company/Firm Response**". Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

4.38. QUALIFICATIONS OF OFFEROR

Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

4.39. RECYCLED MATERIALS

Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

4.40. REFERENCES

If applicable, Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled. If Offeror has not had a project canceled, then please indicate so.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form "**Reference Form**". Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person

- Contact Telephone, Address, and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled. If Offeror has not had a project canceled, then please indicate so.

4.41. SCANNED OR RE-TYPED RESPONSE

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's procurement packet *as published* shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation. Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted according to the instructions contained within this procurement packet.**

4.42. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

4.43. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

4.44. SUBCONTRACTING

Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

4.45. TAXES

Hidalgo County is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the **Procurement Overview**. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

4.47. TERMINATION

Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

4.48. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

4.49. USAGE REPORTS

Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

4.50. WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

4.51. WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

4.52. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS

Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

5. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Bidder qualifications/Staffing of Project Team	0-100 Points	15 <i>(15% of Total)</i>
2.	Understanding of Project/Similar Services	0-100 Points	30 <i>(30% of Total)</i>
3.	Bidder's capability to provide the services requested	0-100 Points	30 <i>(30% of Total)</i>
4.	Cost / Fees	0-100 Points	25 <i>(25% of Total)</i>

6. ELECTRONIC SUBMISSION DOCUMENTS

- Firms must complete the following sections.
- If the submission is electronic, please proceed with completing all sections. Required documentation will need to be downloaded, completed, and uploaded.
- If the submission is a hard copy, please print the entire packet and complete all sections manually. Required documentation will need to be printed, completed, and included as part of the submission.
- **Failure to submit a complete response may result in the rejection of the response as non-conforming.**

6.1. I confirm, that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

Please confirm

*Response required

6.2. LEGAL NOTICE DECLARATION*

TO: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director

ATTN: Coral Reyes, Contract Specialist II

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: RFP-24-0308-10-23-12 - COBRA Administration Services

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Please confirm

*Response required

6.3. REQUIREMENTS/SPECIFICATIONS*

Refer to "**Requirements/Specifications**" in the #ATTACHMENTS section. Confirm that you have read, understood, and agree with the "**Requirement/Specifications**".

Please confirm

*Response required

6.4. PROOF OF INSURANCE*

Insurance Requirements

Applicable to the Acquisition of Goods and/or Services

(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.

2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.


3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;

4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.
- Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- F. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- M. Bidder shall make any other insurance documentation available to County upon request.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT NAME: _____ PHONE (Int. No. Ext): _____ FAX (Int. No.): _____ E-MAIL: _____ ADDRESS: _____					
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A:					
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
INSURER F:							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INS. LTR.	TYPE OF INSURANCE	ADDL. INSR.	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT. <input type="checkbox"/> LOC.						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED. EXP. (Any one person) \$ _____ PERSONAL & ADV. INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG. \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMB'D SINGLE LIMIT (Ea. ACCIDENT) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MO) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
CERTIFICATE HOLDER HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S. HIGHWAY BUS. 281 EDINBURG, TEXAS 78539				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: _____			

Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

*Response required

6.5. INSURANCE REQUIREMENT ACKNOWLEDGMENT*

I, an authorized representative for of my company, the company submitting this response, hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:
 - Professional Liability (Errors & Omissions)
 - Automobile Liability
 - General Liability
- have already been met, see attached copy of certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

Please confirm

*Response required

6.6. BID BOND ACKNOWLEDGMENT*

A Bid Bond for 5% of the project will be required. **The original Bid Bond (Physical Document) will have to be submitted to the Purchasing Department as part of the complete submission.** Payment and Performance Bonds are subject to Texas Local Government Code requirements, if required, the respondent will be advised at the time of award.

*Please download the below documents, complete, and upload.

- [Bid Bond Acknowledgment.pdf](#)

*Response required

6.7. PROJECT REQUIREMENTS ACKNOWLEDGMENT*

This is to certify that I, an authorized representative of my company, possess all of the **APPLICABLE**:

1. Licenses
2. Bonds
3. Certificates
4. Permits
5. Other

necessary to carry out the required project. Furthermore, **I am providing copies of the required documentation** (upload copies here) so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.

Please confirm

*Response required

6.8. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [COI Questionnaire.pdf](#)

*Response required

6.9. VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Please confirm

*Response required

6.10. HUB DECLARATION*

Please download the below documents, complete, and upload.

- [HUB Declaration.pdf](#)

*Response required

6.11. CERTIFICATION REGARDING DEBARMENT*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

*Response required

6.12. SAM.GOV REGISTRATION*

Please enter your company's Legal Name and/or dba Name

*Response required

6.13. FORM 1295*

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- Reference COBRA Administration Services and (24-0308) on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

6.14. Title VI Appendices - (Please confirm that you have read, understood and agree)*

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d -4), does hereby remise,

release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Please confirm

*Response required

[6.15. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*](#)

Please download the below documents, complete, and upload.

- [2_CFR_200.pdf](#)

*Response required

6.16. [FHWA 1273*](#)

Refer to "FHWA 1273" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "FHWA 1273."

Please confirm

*Response required

6.17. [PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING*](#)

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

*Response required

6.18. [DRAFT AGREEMENT*](#)

Refer to "Draft Agreement" in the [#ATTACHMENTS](#) section. Confirm that you read, understood, and agree with "Draft Agreement."

Please confirm

*Response required

6.19. [DEFICIENCIES AND DEVIATIONS FORM*](#)

Please download the below documents, complete, and upload.

- [Deficiencies and Deviations...](#)

*Response required

6.20. [REFERENCE FORM*](#)

Please download the below documents, complete, and upload.

- [Reference Form.pdf](#)

*Response required

6.21. [COMPANY/FIRM RESPONSE*](#)

Please upload your response to this RFP as requested in *Requirements/Specifications*.

*Response required

**Specifications/Requirements
Request for Proposals
“COBRA ADMINISTRATION SERVICES”
RFP-24-0308-10-23-12**

Hidalgo County is requesting for sealed proposals from qualified third party COBRA administrators to provide COBRA services to its employees and employee’s dependents for medical, dental and vision.

The following related entities may elect to participate under Hidalgo County:

“COBRA Administration Services”

- Hidalgo County Drainage District No. 1
- Hidalgo County Community Service Agency
- Hidalgo County Head Start Program
- Hidalgo County Appraisal District

The following outlines the Request for Proposals:

RFP REQUIREMENTS:

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY. ENSURE THAT YOUR PROPOSAL INCLUDES ALL FORMS REQUIRED. QUESTIONNAIRES MUST BE FILLED OUT COMPLETELY AND SUBMITTED WITH YOUR PROPOSAL.

EXPERIENCE/QUALIFICATIONS:

Respondents shall possess the following experience, including but not limited to:

- 1) Must have previous experience within the State of Texas, and furnish bona fide references; three (3) present and three (3) past within the past five (5) years; within their proposal to substantiate this experience.
- 2) Must provide proof of financial stability to ensure continued services throughout the Agreement term.
- 3) Respondents certify within the proposal that they are a duly qualified, capable, bondable business entity, and have **not filed for bankruptcy**, and that they are not in receivership, nor contemplates the same.
- 4) Specific experience with public entities in the area.
- 5) Must have the personnel level and equipment necessary to provide immediate service and ensure minimal “down” time.
- 6) Bidders shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

**Specifications/Requirements
Request for Proposals
“COBRA ADMINISTRATION SERVICES”
RFP-24-0308-10-23-12**

REQUEST FOR PROPOSAL:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP unless otherwise determined by Hidalgo County.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING THE PROJECT:

This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses (current) and certifications as required by the Texas Department of Insurance. Hidalgo County requires proposers to include copies of their Professional Liability Insurance as stated in Exhibit C herein.

LEGAL

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

a.	January 1, 2025	December 31, 2025
b.	January 1, 2026	December 31, 2026
c.	January 1, 2027	December 31, 2027
d.	January 1, 2028	December 31, 2028
e.	January 1, 2029	December 31, 2029
f.	January 1, 2030	December 31, 2030

**Specifications/Requirements
Request for Proposals
“COBRA ADMINISTRATION SERVICES”
RFP-24-0308-10-23-12**

TIME FRAME

The following table documents the critical pre-award events for the procurement. All dates are tentative and subject to change at Hidalgo County’s discretion.

Tentative Timeline	
ACTIVITY	DATE
RFP RELEASE DATE	October 09, 2024
Respondent’s written questions due	October 16, 2024
Responses to questions	October 18, 2024
PROPOSALS ACCEPTANCE DUE:	October 23, 2024
Initial Evaluation	To be determined
Recommendation/#1 Rank/ Award Announcement	To be determined
Effective date TPA agreement start date	To be determined

PROPOSALS

- 1) Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. A good understanding of your products is a must. A narrative summary of all deviations from the RFP specifications is required as part of your proposal (if applicable). A detailed explanation and description of price quotation deviations should be submitted as well.

- 2) The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance agreements are awarded, all proposals will be available for public inspection. Any trade secrets and confidential information shall be so labeled to avoid public disclosure of such information.

- 3) Hidalgo County may issue an addendum(s) of this proposal by email and/or by fax. Proposals shall include name and fax number of the person to whom addenda should be sent.

SCOPE OF SERVICES AND BACKGROUND:

Hidalgo County is requesting sealed proposals from COBRA third party administrators (TPA) to provide ["COBRA Administration Services"](#) to the employees and employees’ dependents. Hidalgo County offers medical, dental and vision care coverage. The COBRA administration services agreement will encompass all project-related insurance services to Hidalgo County, Hidalgo County Drainage District No. 1, Hidalgo County Community Service Agency, Hidalgo County Head Start Program, Hidalgo County Appraisal District and/or any other applicable related entities under Hidalgo County including.

To assure and maintain compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, Hidalgo County must ensure eligible former employees and/or their covered dependents who incurred a qualifying event are informed of their rights under COBRA as well as ensure proper administration of COBRA benefits to participating enrollees.

Hidalgo County offers and manages the annual open enrollment. Any related notices to open enrollment are delivered by Hidalgo County. Any changes resulting due to the annual open enrollment are communicated to the COBRA TPA timely.

Specifications/Requirements
Request for Proposals
“COBRA ADMINISTRATION SERVICES”
RFP-24-0308-10-23-12

Carriers and rates might change periodically. Hidalgo County is responsible for notifying the COBRA TPA timely and the COBRA TPA shall be responsible for providing a 30 days advance written notice to active participating enrollees.

Hidalgo County’s medical plan is self-insured. This means that any premiums collections must be sent to the County.

Hidalgo County along with the related entities employee approximately 3878 employees.

The bidder will be required to provide a complete description of administrative services including but not limited to the following:

1. Bidder must adhere and comply with all Federal COBRA policies and guidelines. Bidder must shelter Hidalgo County from non-compliance penalties.
2. Bidder must send introductory letter to existing covered participants notifying them of the COBRA TPA administrator change.
3. Bidder must ensure seamless take-over transition.
4. Bidder must send qualifying event COBRA notices. Samples of these notices must be provided within the proposal.
5. Bidder must send initial COBRA general notice to New Hires. A sample must be provided within the proposal.
6. Bidder must send certificate of coverage/HIPPA notice. A sample must be provided within the proposal.
7. Bidder must send monthly invoices to COBRA participants. A sample must be provided within the proposal.
8. Bidder must send notice of termination of coverage. A sample must be provided within the proposal.
9. Bidder must establish billing, collection and payment of insurance premiums for enrolled participants.
10. Medical premiums collected must be sent to the County in a timely manner at no additional cost to Hidalgo County.
11. Dental premiums collected must be sent to the Dental carrier in place, in a timely manner at no additional cost to Hidalgo County.
12. Vision premiums collected must be sent to the Vision carrier in place, in a timely manner at no additional cost to Hidalgo County.
13. The 2% administrative fee must be sent to the County along with the medical premiums collected.
14. The County will provide the bidder with the monthly employee count for billing purposes.

Specifications/Requirements
Request for Proposals
“COBRA ADMINISTRATION SERVICES”
RFP-24-0308-10-23-12

15. Bidder must submit the monthly/quarterly invoice to Hidalgo County timely.
16. Bidder must provide Hidalgo County with a designated contact person for continuity of communication, account maintenance and integrity at no additional cost.
17. Bidder must ensure timely communication with insurance carriers upon receipt of premiums to ensure seamless coverage for participants.
18. Bidder must provide weekly eligibility enrollment report to all respective insurance carriers to ensure coverage and termination of coverage when needed.
19. Bidder system must allow Hidalgo County designated personnel to enter employees' data due to qualifying event. A sample of your system capabilities must be provided within the proposal.
20. Bidder must make available online reporting available to the County. On a daily basis, the Hidalgo County's designated personnel should be able to run an enrollment participants report and a terminated participants report. A sample of these type of reports must be provided within the proposal.
21. Hidalgo County must be able to view online participant account history.
22. Bidder's online system must make available a COBRA Administration Guide that might answer any questions Hidalgo County might have concerning COBRA processes/procedures.
23. Bidder's online system must have a Client Web Site Training Guide for the Hidalgo County questions concerning COBRA administrative online processes/procedures.
24. Bidder's online system must provide a Resource Center for review of federal guidelines, latest IRS rulings, DOL opinions, and research capability of current issues and court cases.
25. Bidder must provide a 1-800 contact number and bilingual customer support to assist participants.
26. Bidder's online system must be secured and protected.
27. Bidder's online system must allow participants to view their account history.
28. Bidder must be able to receive payments via mail and bank drafts.
29. Bidder must provide administrative COBRA services fees on a per employee per month (PEPM) basis.
30. Bidder must commit to administer services for all COBRA products as per RFP.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a proposed fee based on a three (3) year guarantee and a fee for every renewal option on the scope of services/work requested.



Hidalgo County
Purchasing Department
Ignacio Amezcua, Director
2802 S. Business Hwy. 281, Edinburg, TX 78539

[FLEXIBLE BENEFIT ADMINISTRATORS, INC.] RESPONSE DOCUMENT REPORT

RFP No. RFP-24-0308-10-23-12

[COBRA Administration Services](#)

RESPONSE DEADLINE: October 23, 2024 at 3:00 pm

Report Generated: Friday, November 8, 2024

Flexible Benefit Administrators, Inc. Response

CONTACT INFORMATION

Company:

Flexible Benefit Administrators, Inc.

Email:

implementations@flex-admin.com

Contact:

G. Landon Browning III

Address:

2875 Sabre Street
Suite 300
Virginia Beach, VA 23452

Phone:

N/A

Website:

www.flex-admin.com

Submission Date:

Oct 23, 2024 9:04 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Oct 22, 2024 2:39 PM by G. Landon Browning

QUESTIONNAIRE

1. I confirm, that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

Confirmed

2. LEGAL NOTICE DECLARATION*

TO: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director

ATTN: Coral Reyes, Contract Specialist II

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: RFP-24-0308-10-23-12 - COBRA Administration Services

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore

mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Confirmed

3. REQUIREMENTS/SPECIFICATIONS*

Refer to "Requirements/Specifications" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood, and agree with the "Requirement/Specifications".

Confirmed

4. PROOF OF INSURANCE*

Insurance Requirements

Applicable to the Acquisition of Goods and/or Services

(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.
 - Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.
 - Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.

- F. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- M. Bidder shall make any other insurance documentation available to County upon request.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY)	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER		CONTACT NAME		FAX (A/C, No):		
		PHONE (A/C, No, Ext):		FAX (A/C, No):		
		E-MAIL				
		ADDRESS:				
		INSURER(S) AFFORDING COVERAGE			NAIC #	
		INSURER A :				
		INSURER B :				
		INSURER C :				
		INSURER D :				
		INSURER E :				
		INSURER F :				
INSURED		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSURER LTR.	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

COI_2024.pdf

5. INSURANCE REQUIREMENT ACKNOWLEDGMENT*

I, an authorized representative for of my company, the company submitting this response, hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:
 - Professional Liability (Errors & Omissions)
 - Automobile Liability
 - General Liability
- have already been met, see attached copy of certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

Confirmed

6. BID BOND ACKNOWLEDGMENT*

A Bid Bond for 5% of the project will be required. **The original Bid Bond (Physical Document) will have to be submitted to the Purchasing Department as part of the complete submission.** Payment and Performance Bonds are subject to Texas Local Government Code requirements, if required, the respondent will be advised at the time of award.

*Please download the below documents, complete, and upload.

- [Bid Bond Acknowledgment.pdf](#)

Hidalgo_Bid_Bond_-_in_lieu_of_form.pdf

7. PROJECT REQUIREMENTS ACKNOWLEDGMENT*

This is to certify that I, an authorized representative of my company, possess all of the **APPLICABLE**:

1. Licenses
2. Bonds
3. Certificates
4. Permits
5. Other

necessary to carry out the required project. Furthermore, **I am providing copies of the required documentation** (upload copies here) so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.

Confirmed

8. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [COI Questionnaire.pdf](#)

FBA_Response_COI_Questionnaire.pdf

9. VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Confirmed

10. HUB DECLARATION*

Please download the below documents, complete, and upload.

- [HUB Declaration.pdf](#)

FBA_Response_HUB_Declaration.pdf

11. CERTIFICATION REGARDING DEBARMENT*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

FBA_Response_Certification_Regarding_Debarment.pdf

12. SAM.GOV REGISTRATION*

Please enter your company's Legal Name and/or dba Name

Flexible Benefit Administrators Inc.

[Click to Verify](#) *value will be copied to clipboard*

13. FORM 1295*

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- Reference COBRA Administration Services and (24-0308) on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

Hidalgo-FBA_Form_1295_Certificate_101281591.pdf

14. Title VI Appendices - (Please confirm that you have read, understood and agree)*

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor

becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to

Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Confirmed

15. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*

Please download the below documents, complete, and upload.

- [2_CFR_200.pdf](#)

FBA_Response_2_CFR_200.pdf

16. FHWA 1273*

Refer to "FHWA 1273" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "FHWA 1273."

Confirmed

17. PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING*

Please download the below documents, complete, and upload.

- [Proposer's_Affidavit.pdf](#)

FBA_Hidalgo_Appendix_J_Response_2024.pdf

18. DRAFT AGREEMENT*

Refer to "Draft Agreement" in the #ATTACHMENTS section. Confirm that you read, understood, and agree with "Draft Agreement."

Confirmed

19. DEFICIENCIES AND DEVIATIONS FORM*

Please download the below documents, complete, and upload.

- [Deficiencies and Deviations...](#)

FBA_Response_Deficiencies_and_Deviations_Form.pdf

20. REFERENCE FORM*

Please download the below documents, complete, and upload.

- [Reference Form.pdf](#)

FBA_Response_Reference_Form.pdf

FBA_Response_Reference_Form_TERMINATED.pdf

21. COMPANY/FIRM RESPONSE*

Please upload your response to this RFP as requested in *Requirements/Specifications*.

Hidalgo_-_FBA_Pricing_Proposal.pdf

FBA_Response_City_of_Hidalgo_RFP_24-0308-10-23-12.pdf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morgan-Marrow Company Six Manhattan Square, Suite 205 Hampton, VA 23666	CONTACT NAME: Kaitlyn Smoker PHONE (A/C, No, Ext): (757) 232-2207 FAX (A/C, No): E-MAIL ADDRESS: KaitlynS@morganmarrow.com
	INSURER(S) AFFORDING COVERAGE
INSURED Flexible Benefit Administrators Inc. P. O. Box 8188 Virginia Beach, VA 23450	INSURER A : State Auto Property & Casualty Insurance Company 25127
	INSURER B : StarStone Specialty Insurance Company 44776
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	SUBR D	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		GP06-23-261679	1/11/2024	1/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			GP06-23-2616784	1/11/2024	1/11/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP2233581	1/11/2024	1/11/2025	E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc #2, Bldg #1, 2875 Sabre Street, Suite 300, Virginia Beach, VA, 23452

Certificate Holder is included as Additional Insured with respect to General Liability coverage afforded for the described location.

CERTIFICATE HOLDER 2700 International Parkway Corp. 2900 Sabre St., Suite 75 Virginia Beach, VA 23452	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kaitlyn Smoker</i>
---	---



RFP #24-0308-10-23-12

COBRA Administration Services

Item 6.6 – Bid Bond Acknowledgement

Flexible Benefit Administrators, Inc. will secure the required bond or cash surety in lieu of bond upon award of the contract.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

There is no conflict of interest or relationship with FBA and the City of Hidalgo

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

10/18/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1229867

Date Filed:
10/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Flexible Benefit Administrators Inc.
Virginia Beach, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hidalgo Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP-24-0308-10-23-12
COBRA Administration Services for the City as the Third-Party Administrator

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

APPENDIX “H”

(IF APPLICABLE)

**2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II,
REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

&

**REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. **Statement.** Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. Termination for Cause and Convenience.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement.** *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- c. **Key Definitions:**
 - (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
- d. **Statement:** Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**

- b. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. **Statement.** The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, ¶ E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance**

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. **Standard.** If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. **Key Definition:** The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.**

- a. **Applicability and Standard:** Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. **Statement:** Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of entity serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People’s Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of “Affiliate” can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) **Prohibitions.**
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. **Domestic Preferences for Procurements**

- a. **Applicability**: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. **Standard**. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ L
- c. **Statement**. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. **Changes**.

- a. **Standard**. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method,

price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. **Access to Records.**

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. **DHS Seal, Logo, and Flags.**

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre- approval.”

4. **Compliance with Federal Law, Regulations, and Executive Orders.**

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

5. **No Obligation by Federal Government.**

a. **Standard.** The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. **Statement.** The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

a. **Standard.** The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. **Statement.** The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor’s Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**APPENDIX J
PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND
ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, G. Landon Browning III, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

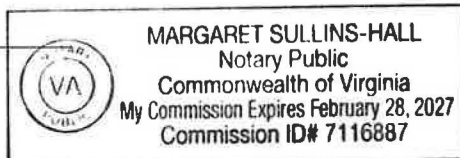
Signature/Title: _____



Subscribed and sworn to before me this 22nd day of October, 2024.

Margaret Sullins-Hall

Notary Public



My commission expires: 2-28-2027, 20

DEFICIENCIES AND DEVIATIONS FORM

This form must be signed and included in your submission.

- The Respondent is to list ALL deficiencies and deviations from the Requirements or Specifications as outlined in this solicitation packet.
- Unless specifically listed below, the response will be considered to be in FULL compliance with this solicitation as released by Hidalgo County Purchasing Department.
- It is the Offeror’s responsibility to submit a response that meets all minimum specifications stated within this solicitation. Because of the variations in manufacturer’s conditions, the Offeror must compare their product with the required listed minimum specifications and identify any deviations.
- The Offeror should note that a descriptive brochure of the model is supplemental information, but is not sufficient nor acceptable as proper identification of deviations from written specifications.
- If awarded, and a deviation is identified after the fact, the awarded vendor assumes the responsibility and agrees to meet and fulfill all stipulated requirements of this solicitation at no additional expense to Hidalgo County.

Company Name

Signature of Authorized Company Official

Name of Authorized Company Official

Title of Authorized Company Official

If necessary, please use additional sheets.

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

Project Information

Name of Project: _____

Scope of Work: _____

Contract Period: From _____ to _____

Cost: Projected \$: _____ Actual \$: _____

Timeframe (Include Unit Measure) Projected _____ Actual _____

Status as of _____ (Circle One) Complete In Progress Canceled
Date

Reference Two

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

Project Information

Name of Project: _____

Scope of Work: _____

Contract Period: From _____ to _____

Cost: Projected \$: _____ Actual \$: _____

Timeframe (Include Unit Measure) Projected _____ Actual _____

Status as of _____ (Circle One) Complete In Progress Canceled
Date

Reference Three

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

Project Information

Name of Project: _____

Scope of Work: _____

Contract Period: From _____ to _____

Cost: Projected \$: _____ Actual \$: _____

Timeframe (Include Unit Measure) Projected _____ Actual _____

Status as of _____ (Circle One) Complete In Progress Canceled

Date

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

Project Information

Name of Project: _____

Scope of Work: _____

Contract Period: From _____ to _____

Cost: Projected \$: _____ Actual \$: _____

Timeframe (Include Unit Measure) Projected _____ Actual _____

Status as of _____ Date (Circle One) Complete In Progress Canceled

Reference Two

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

Project Information

Name of Project: _____

Scope of Work: _____

Contract Period: From _____ to _____

Cost: Projected \$: _____ Actual \$: _____

Timeframe (Include Unit Measure) Projected _____ Actual _____

Status as of _____ Date (Circle One) Complete In Progress Canceled

Reference Three

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____

Project Information

Name of Project: _____

Scope of Work: _____

Contract Period: From _____ to _____

Cost: Projected \$: _____ Actual \$: _____

Timeframe (Include Unit Measure) Projected _____ Actual _____

Status as of _____ (Circle One) Complete In Progress Canceled

Date



RFP#24-0305-10-23-12
Hidalgo County, Texas
Request for Proposal – COBRA Administration Services

Fee Schedule - COBRA

Account Set up and Takeover of Current COBRA Participants	Waived
Annual Renewal Rate	Waived
Monthly Administration Fee	\$0.40 per enrolled employee, per month
Open Enrollment Services <i>(Notification Packets to Pending & Enrolled COBRA Participants at Benefit Renewal)</i>	\$5.00 per open enrollment packet
Global Initial Rights Notification Mailing <i>(Initial Rights Notices sent to all currently enrolled employees to maintain COBRA compliancy at contracting with FBA)</i> (Optional Service)	\$1.50 per notification (at contract start)
<i>*Other fees that may apply:</i>	
File Processing Fee – Production File Corrections <i>Minimum charge \$50.00</i>	Minimum charge of \$50.00 per hour (up to a maximum of \$75.00 per hour) to correct production data errors received from the group or approved file vendor, resulting in manipulation of data for any eligible employees

Fee Guaranteed for 3 years

G. Landon Browning III
Vice President

2875 Sabre Street
Suite 300
Virginia Beach, Virginia 23452

Phone: (800) 437-3539
Fax: (757) 431-1155
lanny@flex-admin.com



HIDALGO COUNTY

RFP #24-0308-10-23-12

COBRA Administration Services
Opening Date - October 23, 2024

Opening Time - 3:00 pm

Technical Proposal



FlexibleBenefit
ADMINISTRATORS
Leave The **Total Solution** To Us

Page 1 of 81

2875 Sabre Street, Suite 300

Virginia Beach, Virginia 23452



October 23, 2024

Hidalgo County
Procurement Division
2802 S Business Highway 281
Edinburgh, Texas 78539

Re: RFP #24-0308-10-23-12 - COBRA Administration Services

To Whom it May Concern,

Thank you for the opportunity to propose our COBRA Administration Services to Hidalgo County. As the largest third-party administrator (TPA) in the state of Virginia, and one of the largest in the country, Flexible Benefit Administrators, Inc. (FBA) is confident in providing all the tools and resources you need to provide a benefit program you and your employees will come to depend on for years.

Our company prides ourselves on not only being a TPA, but also a partner. As our partner, we will listen to your needs and provide all the resources you need to succeed. With our years of experience, FBA recognizes your employees turn to you for dependable benefit programs. Due to the strength of our business partnerships, FBA has been able to expand its services and applications over the years to remain competitive within the market. For decades, FBA has operated on the value Excellence in Administration, and we work every day to take excellence to a new level.

Customer service is a top priority for all administrative services provided by FBA. Due to this, our company has an extensive relationship with clients across the nation. We guarantee when the staff and employees of Hidalgo County contact our office, our phones will always be answered by live voices eager to assist. Our unparalleled level of service, exceptional staff, and wide-ranging services means FBA can be a trusted partner to work hand-in-hand with your team throughout the extent of our contract.

We acknowledge receipt of Addendum #1 (Revised version of RFP documents) and have completed the required sections online through OpenGov for our response.

Questions relating to any aspect of this proposal should be directed to me via telephone (800) 437-3539, fax (757) 431-1155, or email lanny@flex-admin.com. Your consideration of my proposal is greatly appreciated.

Best Regards,

G. Landon Browning III, Vice President
Flexible Benefit Administrators, Inc.
2875 Sabre Street, Suite 300
Virginia Beach, Virginia 23452

TABLE OF CONTENTS

Cover Letter and Introduction.....	2
Project Support.....	6
Financial Information.....	11
Key Personnel.. ..	14
Public Sector List.....	17
Sample Communication Materials.....	23
Sample HIPAA Document.....	40
Sample COBRA Invoice.....	44
Sample Termination Notices.....	46
System Screen Shots.....	50
COBRA Reports.....	57
Why Choose FBA?.....	79

"You guys have been amazing from the get-go. I truly do appreciate all that you are doing to make businesses like ours succeed."

J. BOLLEN



ABOUT FLEXIBLE BENEFIT ADMINISTRATORS, INC.

Our history began when Flexible Benefit Administrators, Inc.'s (FBA) President and Founder, G. Landon Browning Jr., sat on the Cafeteria Plan Advisory Board to develop a reimbursement plan governed by IRS Section 125. While on the Board, our President recognized the need to provide employers and employees affordable benefit programs on a pre-tax basis. His plan was simple: to provide the best products, services, and costs to companies offering these programs. FBA was founded on this vision. Established in 1985, FBA was one of the first third-party administrators in the nation. Our company first began working with clients to design COBRA and FSA programs. Since then, we have expanded our administration services as laws and regulations changed to encompass HRA, HSA, Commuter Accounts, Billing Options, Legal Services, Customized

Administration, and more. Today FBA offers over twenty service products to clients.

Now in the hands of the second generation, FBA is continuing with the reliable tradition of increased flexibility, technological advancements, and personalized services. Our philosophy at FBA is to create services to fit our clients, not services our clients must fit. Because of this approach, FBA has changed how employers manage their benefit programs for thousands of clients and participants. With our unparalleled administration, we guarantee Hidalgo County will not find another third-party administrator (TPA) that will render the quality-of-service and experience of FBA. Our company continues to improve and grow from the roots of what we value most.



Commitment to Innovation

As regulations continue to evolve, FBA is committed to leading the path toward new services. Through innovation, we help our clients grow with the industry.

Commitment to Trust

By developing relationships with our clients, we are committed to not only being regarded as a trusted resource, but also a respected friend.

Commitment to Service

FBA is committed to providing top-quality administration. We place a premium on superior service. Our plans are designed with flexibility so they can align with any benefits strategy.

Commitment to Compliancy

Providing compliant administration allows us to be successful. As a nationally recognized TPA, FBA is certain to have the most up-to-date regulation modifications available.



RFP #24-0308-10-23-12

COBRA Administration Services

Our review of the requested scope of services has identified key components listed below for an effective date of January 1, 2025. Our team will work through implementation with the Hidalgo County's (County) team to ensure a seamless transition.

The County is looking for a trusted partner for administration of their COBRA. Our response provides insight into our capabilities, along with our understanding of this RFP.

COBRA Administration

- Notifications for initial rights, qualifying events, termination of coverage, enrollment confirmation and other required COBRA communications will be sent timely.
- Transition letters will be sent to current COBRA beneficiaries, as well as those in their election window, to introduce our team and ensure a seamless transition.
- Participants must be able to set up automatic debit, pay by mail or online through their account
- Premiums will be remitted to the County for the self-funded medical plan, or carriers for dental and vision, based on current plan designs at no additional cost
- Access for key County contacts to view participant information or enter a qualifying event will be provided
- Services should be billed on a per enrolled employee basis each month

Required samples of communications, reports and other specific information are included following this introductory information.



RFP-24-0308-10-23-12
COBRA Administration Services

Project Support



TRANSITION OF SERVICES: COBRA

During implementation, our COBRA team will meet with the County to discuss file transmission of existing data. A test file will be needed prior to receiving the live data to ensure all fields and information have been captured. Once that file is confirmed, a full file of live data can be loaded to the SFTP site in place for the County. Our team will process the file and upload existing participant information. The paid-through date must be included in this information.

Transition letters will be sent to all active COBRA beneficiaries once the final data has been received. The participants will receive instructions on how to access their COBRA information through the online portal or mobile app, as well as our contact information for assistance.

The County would be expected to participate as follows:

- Provide plan rates and changes at least 3-4 weeks prior to Open Enrollment
- Provide qualified event information via manual entry or SFTP file upload in a timely manner to allow FBA to generate and mail the required notices per COBRA guidelines
- Access the SFTP site to review monthly reports and submit questions to the Account Manager as needed
- Respond to communications from the Account Manager regarding questions on a participant.
- Provide monthly enrolled employee count for billing

FBA is here to help guide you through COBRA's legal complexities and time-consuming requirements. Our COBRA administration service was an integral piece of our company when we re-established as a Third-Party Administrator in 1985. Our goal is to remove as much burden as possible and provide you with peace of mind through a compliance, hassle-free COBRA solution. Many employers underestimate the time and expertise required to administer COBRA properly, and failure to comply with COBRA regulations can expose you to costly penalties and liabilities.

With a long history of administering these benefits for clients across the country, we have the expertise to understand the subtle differences in administration that need to occur depending on what state(s) a client operates within. We continue to separate ourselves from other third-party administrators by offering a full-service COBRA administrative platform.

When we are notified by your team or through a file of a COBRA qualifying event, FBA handles the rest of the process. We send out all required notices, track eligibility periods, process premium billing, maintain records, and keep up to date with the ever-changing COBRA environment. Partnering with FBA for your COBRA administration allows you to focus on running your business, not worrying about compliance.



Standard COBRA Administration Services

- Dedicated account management team
- Mailing Initial Rights Notifications
- Mailing COBRA Packets
- Streamlined portal and mobile app experience
- Superior customer service
- Ability to make changes to packets and letters
- Secure FTP Site for reporting and data transfer
- Customization of premium remittance process
- Enrolling and terminating participants with carriers
- Employer access to run reporting on demand
- Convenient and flexible banking arrangements
- Personalized implementation and plan review
- Plan compliancy

Other administration services we offer with our COBRA administration if requested are plan documents and SPD preparation, including plan amendments.

Compliance

COBRA laws are complex and burdensome; we can be a resource for answers to your COBRA compliance questions. By maintaining a close relationship with the Department of Labor and additional compliance resources, we receive immediate updates on changing regulations and laws. Thus, we can keep you in COBRA compliance.

Customization

Whether the employee is a newly eligible benefit member or is a current COBRA participant, we make sure each employee receives accurate and timely customized communications. We can customize the COBRA Packet, Initial Rights Notification Packet, along with other COBRA communications while still maintaining COBRA compliance. Premium coupons are sent to participants in their COBRA packet once they have enrolled in the applicable benefit plans. This is also available through their COBRAPoint participant account.

Participant Experience

COBRA participants can access the online portal to update their address, set up ACH payments, pay by credit card (a fee may be assessed to participants paying by card), view the letters that have been mailed to them, see when their next payments are due, and make their COBRA elections. A COBRA Frequently Asked Questions page is available for their reference.

Carrier Enrollments and Terminations

Once we have the authorization to work directly with your insurance carriers for COBRA enrollments and terminations, we will establish a COBRA Subgroup if possible with each insurance carrier if one is not already in place. We will process all COBRA enrollments and terminations for you from that point forward. We process all enrollments and terminations with one to two business days, and urgent requests can be processed the same day and made a high priority.



Collection and Disbursement of Premiums

Accountability for COBRA premiums is taken very seriously. We will collect premiums from all enrolled participants monthly for the duration of their COBRA coverage. These premiums will then be disbursed directly to each insurance carrier or the County every month. Funds will be disbursed with an invoice showing a breakdown of all collected premiums. This information can be used for reconciliation with vendor reports.

If a participant makes an overpayment of their premium, they receive credit towards their next month's premium with a notification generated and mailed with this information. If there is an underpayment, participants receive a partial payment notice and must pay the remaining balance before the end of the month to avoid termination.

Reporting

FBA provides monthly activity reports for COBRA administration. These reports are posted to our SFTP site. Reports will show current COBRA participants, premiums received, pending elections, and terminated COBRA participants. 24/7 online access is also available to view these reports on-demand.

The following is a description of the reports the Employer will receive each processing cycle:

- **Active QB Report** - This report lists all enrolled COBRA participants for the previous month. The report provides the company name, department (if any), participant name, participant SSN, and monthly premium amount.
- **Termination Report** - This report lists all COBRA participants who have terminated in the previous month. The report provides the company name, termination date, termination reason, participant indicative information, and plan coverage.
- **Election Notice Report** - This report lists all COBRA Election Notices that we mailed in the previous month. The report provides the company name, participant name, participant SSN, COBRA event date, notification date, and election window end date.
- **General Notice Report** - This report lists all COBRA General Notices that were mailed to active employees in the previous month. The report provides the company name, employee name, and employee address.

These reports allow the employer to confirm that we have received and processed all notifications as well as acting as a reference for billing purposes. FBA can provide ad-hoc reporting at your request. These requests are typically reviewed during implementation to determine additional cost, details, and data required to prepare the information.

INFORMATION SECURITY

Access to participant information is restricted to the account manager, division manager and designated team at FBA, along with designated client contacts. Security access is managed by the



division manager, and any requests for access must be reviewed prior to updating the system. Reports with any personal information are uploaded to the SFTP site, which is configured with designated team access discussed during implementation.

FBA ensures its compliance under the HIPAA Privacy Act by requiring all employees to be trained and certified by the standards set forth in the law. New employees must complete HIPAA certification training before any other training takes place. In addition, every member of our team must go through the HIPAA certification process annually. All employees are trained and required to maintain confidentiality and client privacy at all times.

We have 24/7 physical protection to our facilities and password-protected security locks to access our sensitive information and equipment. Our internal security standards ensure that only those employees who need access to account information or system data can retrieve it. All of FBA security measures are compliant with HIPAA and HITECH regulations.

Our internal control policies cover administrative, technical, and physical safeguards to protect the privacy of all protected health information we maintain within our company. Under these policies we are able to ensure privacy according to HIPAA, HITECH, and Red Flag Rules. We limit the collection and use of participant and client information to the minimum required to support the services we administer and none of this information is sold or shared with anyone for promotional or marketing purposes. All collected information is encrypted and is stored in off-site cloud-based servers that only authorized staff are able to access.

System reviews are performed annually by our privacy officer and security officer. We provide HIPAA training for employees more frequently to stay up to date with the latest privacy and security trends.

FBA works to protect each client's personal information from loss, misuse, or unauthorized access by using industry-recognized security safeguards, coupled with a range of other security procedures and practices. Should an incident occur, our Vice President would be notified of a breach disclosure on the day it is recognized. Upon notification, a root-cause analysis is initiated, with the client contact being notified within 48 hours.



Flexible Benefit Administrators - Financial Report



FBA Financials

As a privately owned and operated company, FBA does not register for rating and is also not required to disclose our annual financial information. FBA has provided a Certificate of Good Standing on the following page.

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That FLEXIBLE BENEFIT ADMINISTRATORS, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on April 15, 1987;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

October 16, 2024

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission



RFP-24-0308-10-23-12
COBRA Administration Services

Key COBRA Personnel



Every individual whom FBA hires must possess relevant industry experience to be placed in an account management position. Prior to any member of staff handling any confidential plan or participant information, they must achieve a HIPAA Compliance Certification and participate in semi-annual training. FBA also implements additional training in the event of new regulations that would impact clients.

Below are the resumes of some key members of FBA's staff who would be a part of your team. Your dedicated Account Manager would be assigned upon award of contract.

G. Landon Browning, III

G. Landon (Lanny) Browning, III is a Vice President and is part of the second generation to oversee FBA. Lanny received his B.S. from Ferrum College and his MBA from Averett University. He is also certified in Flexible Compensation, COBRA, HIPAA, and is a member of ECFC. With over twenty years of seasoned executive level service, Lanny coordinates and oversees the internal day-to-day functions to ensure quality service to current and future clients. Lanny maintains a working knowledge of all phases of operations and regularly participates in meetings as well as providing regular performance updates with his management staff allowing him to continue nurturing the growth and development of FBA.

Duties include but are not limited to:

- *Oversee company marketing and growth strategy*
- *Privacy Compliancy Officer*
- *Oversee all aspects of financial account and account reconciliation related to FBA administration*

Traci Browning-Devine

Traci Browning-Devine is a Vice President and is part of the second generation to oversee FBA. Traci received her B.S. at Old Dominion University and has over thirty years of executive-level service at the company. She is a member of ECFC and works closely with all departments to promote sales growth and customer satisfaction. She leads in-house seminars and workshops to help improve the effectiveness of the sales team. Her ability to develop close relationships with our clients proves her dedication to expanding all lines of business. Traci is ultimately responsible for managing FBA's brand.

Duties include but are not limited to:

- *Oversee and coordinate with Client Renewals and Benefit Fairs*
- *Oversee and coordinate all presentation meetings*
- *Oversee training new staff for all presentations and enrollments*



Margaret Sullins-Hall

Margaret (Margi) Sullins-Hall is the Financial Account Manager, educated at Southern Illinois University and has over twenty-three years of seasoned accounting and finance experience. Margi's primary responsibilities are to oversee financial compliancy of all administrative related accounts and ensure their accuracy and accountability. With her vast knowledge of accounting experience and a thorough understanding of the importance of the banking compliancy for our clients, Margi is a valuable member of the FBA team.

Duties include but are not limited to:

- Oversee account reconciliation and audits of all administrative related accounts
- Coordinate with Implementation Team on new client banking arrangements
- Oversee monthly administration fees and billing processes

Ava Elkins

Ava Elkins is the COBRA/Retiree Billing Division Manager with over twenty years of service. Her primary daily mission is to oversee the department's operations and serve as a primary division contact for new client setup. Ava's longevity with the company has allowed her to expand her knowledge of Department of Labor laws and regulations to be a valuable resource to our clients.

Duties include but are not limited to:

- Oversee administration of COBRA/Retiree Billing Division to ensure accurate and timely processing
- Primary contact for any COBRA/Retiree Billing Division inquiries
- Stay current with DOL regulations to ensure COBRA/HIPAA compliancy

***The dedicated account manager will
be assigned upon contract award***



RFP-24-0308-10-23-12
COBRA Administration Services

Client Listing: Public Sector 2024



PROVEN PERFORMANCE

Flexible Benefit Administrators, Inc. has diverse experience in third-party administration for clients who are leaders in their industries. Following is a list of some of these national clients:



Chandler • Arizona





Flexible Benefit Administrators, Inc. has vast experience in the administration of benefits for public sector organizations. Following is a list of the organizations of this type to whom we currently provide benefit plan administration:

VIRGINIA

Albemarle County Service Authority
Albemarle County Schools
Augusta County Public Schools
Augusta County Service Authority
Blacksburg/Christiansburg VPI Water Authority
Botetourt County Public Schools
Bristol Virginia Public Schools
Cabarrus County Government
Carroll County Government
Charlottesville City Schools
Chesapeake Public Schools
City of Bedford
City of Charlottesville
City of Franklin
City of Lynchburg
City of Norfolk
City of Roanoke
City of Salem
City of Salem Schools
City of Staunton
City of Staunton Schools
City of Suffolk
City of Waynesboro
City of Waynesboro Schools
County of Albemarle
County of Augusta
County of Culpeper
County of Gloucester
County of Lancaster
County of Northampton
City of Portsmouth
County of Roanoke
County of Spotsylvania
County of Stafford
County of York
Crossroads Community Services Board
Culpeper County Schools
Danville-Pittsylvania Community Services
Dinwiddie County Public Schools
Fauquier County Water & Sanitation Authority
Floyd County Schools
Fluvanna County Public Schools
Franklin County Public Schools
Franklin Redevelopment & Housing Authority

Gloucester County Public Schools
Greensville County Public Schools
Hampton-Newport News CSB
Hampton Roads Planning District Commission
Hampton Roads Regional Jail
Hampton Roads Transit
Hanover County
Henry County Government
Henry County Public Schools
King George County Schools
Lancaster County Public Schools
Lee County Schools
Loudoun County
Lynchburg City Schools
Lynchburg City School Nutrition
Manassas City Public Schools
Middle Peninsula-Northern Neck CSB
Middle River Regional Jail
Montgomery County Public Schools
Montgomery County Administration
New River Valley Community Services
New River Valley Regional Jail
Norfolk Public Schools
Norfolk Redevelopment and Housing Authority
Northampton County
Northumberland County Public Schools
Nottoway County Public Schools
Pittsylvania County Government
Polk County Government
Prince George County
Pulaski County
Pulaski County Schools
Rappahannock Public Schools
Region Ten Community Services Board
Richmond Metropolitan Authority
Richmond Public Schools
Rivanna Solid Waste Authority
Rivanna Water & Sewer Authority
Roanoke County Public Schools
Roanoke Regional Airport Commission
Rockingham County
Rockingham County Schools
Scott County Department of Social Services
Scott County Public Schools
Shenandoah Valley Social Services
Smyth County Schools
Stafford County Schools
Suffolk Public Schools
Surry County Schools



VIRGINIA

Tazewell County Public Schools
Thomas Jefferson Soil and Water Conservation District
Town of Bedford
Town of Cape Charles
Town of Rocky Mount
Town of Smithfield
Town of Vinton
Virginia High School League
Wake County Public Schools
Washington County
Watauga County Schools
Western Tidewater Community Services Board
Western Virginia Regional Jail Authority
Western Virginia Water Authority
Wise County Schools
Valley Vocational Technical Center

NORTH CAROLINA

Alexander County Schools
Asheboro City Schools
Avery County Schools
Bertie County Government
Brunswick County Government
Cabarrus County Schools
Caldwell County
Caroline County Public Schools
City of Brevard
City of Elizabeth City
City of Gastonia
City of Graham
City of Greenville
City of Hamlet
City of Henderson
City of Rocky Mount
City of Sanford
City of Washington
Cleveland County Schools
Columbus County
County of Dare
County of Granville
County of Haywood
County of Jackson
County of Vance
Craven County Government
Davidson County Government
Davidson County Schools
Durham County Government
Durham Public Schools
Edgecombe County
Davidson County Government

Davidson County Schools
Durham County Government
Durham Public Schools
Edgecombe County
Forsyth County
Forsyth Technical Community College
Franklin County Schools
Gaston County Government
Greenville Housing Authority
Greenville Utilities
Guilford County Schools
Halifax County Government
Harnett County Schools
Henderson County
Iredell County
Jackson County Public Schools
Johnston Community College
Kannapolis City Schools
Lee County Government
Lee County Schools
Lincoln County Government
Martin County
Nash County Government
New Hanover County Public Schools
Northampton County Government
Onslow County Schools
Onslow County Water & Sewer Authority
Pender County Schools
Person County Government
Pitt County Government
Pitt County Schools
Randolph County Government
Randolph County Schools
Roanoke Chowan Community Health Center
Robeson Community College
Robeson County Government
Rowan County
Rowan-Salisbury Schools
Stanly County Government
Surry County Schools
Town of Cramerton
Town of Farmville
Town of Nags Head
Town of Siler City
Town of Smithfield
Town of Wake Forest
Transylvania County
Watauga County
Watauga County Schools
Western Piedmont Council of Government
Winston-Salem Forsyth County Schools
Yancey County Government



ARIZONA

City of Buckeye
City of Chandler
City of Surprise
Gilbert Public Schools
Sunnyside Unified School District

NEW YORK

Fashion Institute of Technology
Sullivan County Risk Management Department
Village of Great Neck

MARYLAND

Cecil County Maryland
Cecil County Public Schools
Caroline County Public Schools
Carroll County Government
Carroll County Public Schools
Garrett County Public Schools
Goucher College
Harford County Public Schools
Howard County Community College
Howard County Government
Howard County Library
Howard County Public School System
Kent County Public Schools
Queen Anne County Public Schools
Queen Anne County Government
St. Mary's County Public Schools
Talbot County Public Schools
Washington County Public Schools

NEW JERSEY

Camden County
Camden County Improvement Authority
Camden County Municipal Utilities Authority
Camden County Technical Schools
City of Elizabeth
City of Elizabeth Parking Authority
Elizabeth Public Library
Middlesex County Improvement Authority
Pollution Control Financing Authority of Camden County

CALIFORNIA

City of Concord
City of San Buenaventura
City of South San Francisco
County of Monterey
Housing Authority of the City of San Buenaventura
Housing Authority of the City of Santa Cruz
Ojai Valley Sanitation District
Rocklin Unified School District
Town of Colma

GEORGIA

Barrow County Board of Commissioners
City of Canton
City of Dalton
County of Bulloch
Dawson County Board of Commissioners
Laurens County Board of Education
Madison County
Rabun County Government
Rockdale County Public Schools

MISSOURI

Duckett Creek Sanitary District

TEXAS

City of McAllen
Plano Independent School District

TENNESSEE

City of Johnson City
City of Kingsport
City of Kingsport Schools
City of Lawrenceburg
Grainger County Schools
Johnson City Schools
Johnson County Government
Knoxville's Community Development Corp
Memphis Light, Gas and Water Division
Rhea County Schools
Rhea County Government
Sullivan County Schools
Town of Greeneville
Town of Morristown
Unicoi County Government
Unicoi County Highway Department



OHIO

Cuyahoga Community College
State Teachers Retirement System of Ohio

OKLAHOMA

Pittsburg County
Oklahoma Higher Education Employee Interlocal

SOUTH CAROLINA

County of Florence

NEBRASKA

Northeast Community College

NEW MEXICO

Bernalillo County

PENNSYLVANIA

Centennial School District
East Nottingham Township
East Whiteland Township
Limerick Township
Middletown Township
New Hanover Township
Penn Hills School District
Upper Merion Township
Upper Uwchlan Township
Warminster Township
Whitemarsh Township

Flexible Benefit Administrators, Inc.

AUTOMATIC PAYMENT (ACH) REQUEST FORM

PLEASE READ:

1. To be eligible for COBRA ACH, you must be fully enrolled and paid to a current status. For non-COBRA billing, you must be paid through the current coverage month. Please note, ACH is only available for monthly billing periods.
2. Complete **Section 1** -- Participant Information.
3. Attach a voided check (or photocopy). We are not able to accept deposit slips; they do not always show the required information.
4. If you do not supply a voided check, complete **Section 2**.
5. Complete **Section 3** and fax the form along with your voided check to us at **855-343-8181** or mail to the address below.
6. When adding your ACH, please note we need to receive notification at least 10 days prior to the 1st of the month.
7. When canceling or changing your ACH, please note we need to receive notification at least 15 days prior to the 1st of the month of your request. If your request is **received after** this timeframe, we will continue to process your ACH as normal.
8. We are not able to process incomplete forms.

SECTION 1 - PARTICIPANT INFORMATION

<input type="checkbox"/> ADD AUTHORIZATION	<input type="checkbox"/> CANCEL AUTHORIZATION Effective: _____	<input type="checkbox"/> CHANGE AUTHORIZATION Effective: _____
---	--	--

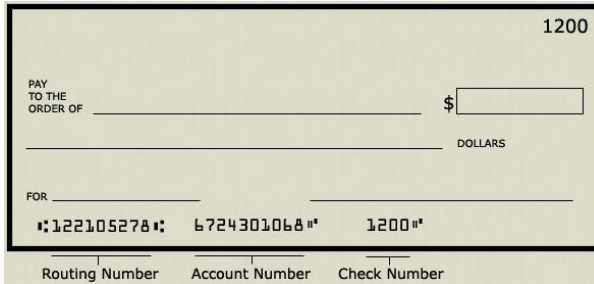
Your Full Name (please print clearly)	Your Social Security Number <div style="display: flex; justify-content: space-between; align-items: center;"> [] [] [] - [] [] - [] [] [] [] </div>
--	---

SECTION 2 - BANK ACCOUNT INFORMATION

Bank Name:	Account Type (check one) <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
-------------------	---

Routing Number: _____

Account Number: _____



SECTION 3 - AUTHORIZATION SIGNATURE

Authorized Account Holder Signature	Date
--	-------------

I authorize **Flexible Benefit Administrators, Inc.** ("Company") to initiate a debit from my checking or savings account for my recurring scheduled payment via ACH. If the required payment changes for any reason, this authorization will be automatically amended to authorize the debit of the amount equal to the new required premium payment plus any additional service fees, if any.

This authorization is to remain in full force and effective until Company has received written notification from me of its termination in such time and manner as to afford Company a reasonable opportunity to act on it. I understand that automatic debits will automatically cease if my coverage ends, is terminated or my automatic debit rejects for insufficient funds.

I understand and agree to the terms outlined and authorize Company to make appropriate changes to my required premium deduction as necessary.

Return This Form & Check To: Flexible Benefit Administrators, Inc. ACH Processing Department PO Box 2468 Omaha, NE 68103-2349 FAX (855) 343-8181	All Other Questions & Support Issues: Flexible Benefit Administrators, Inc. PO Box 2070 Virginia Beach, VA 23450 (800) 437-3539
---	---

Date Rec'd Date Processed	Processor V&V
-------------------------------------	-------------------------



RFP-24-0308-10-23-12
COBRA Administration Services

COBRA Sample: #6 - HIPAA Notice



**HIPAA AUTHORIZATION TO DISCLOSE
HEALTH INFORMATION**

Submitting this authorization form is optional. You do not need to send it unless you want someone else to have access to your Protected Health Information (PHI) such as your spouse, a family member or friend. This means that in order for us to disclose information about you that is not for the purposes of treatment, payment or health care operations, you must first authorize an individual or organization to receive your PHI. This is your choice. Submitting or not submitting this authorization form will not affect your coverage.

ENROLLING INDIVIDUALS INFORMATION

Individual Name _____

Social Security # _____

Date of Birth _____

I authorize **Flexible Benefit Administrators, Inc. COBRA Division** to use or disclose my individual health information (PHI):

This information may be disclosed **TO** and used by the following individual or organization:

Individual's Name: _____
(i.e. Spouse, Family Member, Friend)

Organization's Name: _____

Address: _____

City, State, Zip: _____, _____, _____

For the purpose of: _____

The type of information to be used or disclosed is as follows:

- Billing Records
- Plan Options
- Eligible Dependents (dependent names) _____
- Update Personal Information (i.e. mailing address)
- Entire Record from (date) _____ to (date) _____
- Other _____

I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to Flexible Benefit Administrators, Inc. COBRA Division. I understand that the revocation will not apply to information that has already been released in response to this authorization. I understand that the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will commence on the date indicated below and will expire on the following date, event, or condition:

_____. If I fail to specify an expiration date, event, or condition, this authorization will expire in three months.

I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to obtain coverage. I understand that I may inspect or copy the information to be used or disclosed. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have any questions about disclosure of my health information, I can contact this facility's privacy officer.

Signature of Individual or Legal Representative

Date

If Signed by Legal Rep., Relationship to Individual

Witness

.

For those individuals physically unable to sign this authorization:

I, _____, am physically unable to sign this authorization. The two (2) individuals whose signatures appear below have witnessed my verbal consent to the above authorization and my verbal state of my understanding of this authorization.

Name: _____

Signature: _____

Name: _____

Signature: _____

<p align="center">Mail This Form To: Flexible Benefit Administrators, Inc. P.O. Box 2070, Virginia Beach, VA, 23450</p>	<p align="center">Fax This Form To: Flexible Benefit Administrators, Inc. Fax Number: 757-431-1155</p>
--	---



RFP-24-0308-10-23-12
COBRA Administration Services

COBRA Reports



DESCRIPTION OF MONTHLY COBRA REPORTS

The following is a description of the reports the **Employer** will receive each processing cycle:

1. **Active QB Report** – This report lists all enrolled COBRA participants for the previous month. The report provides the company name, department (if any), participant name, participant SSN, and monthly premium amount.
2. **Termination Report** – This report lists all COBRA participants who have terminated in the previous month. The report provides the company name, termination date, termination reason, participant indicative information, and plan coverage.
3. **Election Notice Report** – This report lists all COBRA Election Notices that were mailed in the previous month. The report provides the company name, participant name, participant SSN, COBRA event date, notification date and election window end date.
4. **General Notice Report** – This report lists all COBRA General Notices that were mailed to active employees in the previous month. The report provides the company name, employee name and employee address

These reports allow the employer to confirm that we have received and processed all notifications, as well as acting as a reference for billing purposes.



Account Management

FBA believes the secret of success to administrative services is that every client is assigned a dedicated Account Manager who will act as the primary point of contact for the day-to-day administration of the plan. This way, if a member of the County's HR team ever needs help, you know you can call and ask for your Account Manager by name.

The Account Manager's responsibility is to oversee your team of processors and claim administrators to ensure that the workflow for the County's plan runs smoothly on a daily basis. Additionally, they work closely with both their Department Manager and Customer Service Manager to cross-train members of the customer service team on your specific plan design.

First Call Resolution

With a team of live receptionists answering every call that comes into our office, we ensure that you and your participants are directed to the right person or team to answer your question during your first call. There's no phone tree to navigate to end up in someone's voicemail or accidentally go to the wrong department. Each call is resolved immediately, rather than a ticket being opened with a solution several days later.

We can guarantee the quality of our customer service team because every person is trained internally to meet our high expectations. Our customer service team consists of actual employees of FBA and is never outsourced.

Legislation

We know that the past year and a half has brought numerous legislative changes that affect the plans that our clients offer. That's why our ERISA Attorney reviews every piece of legislation that's released and works closely with the Marketing Department to send communications out to any clients affected. Your Account Manager would then follow up with direct communication via phone or email to verify that you received the communication, answer any questions you may have, and coordinate the adoption of any particular provision. Your Account Manager will then work with both you and our marketing team to develop any communication pieces that may be needed to educate your employees on any changes adopted.

Total Solution

In addition to COBRA Administration, FBA provides additional services so you can focus on attracting and retaining employees by providing affordable benefit plans for all interested parties. This means whether you want to consolidate your services under one roof or add additional benefit options to your portfolio, you can feel confident to Leave the Total Solution to Us. With our clients' continuous loyalty and support, FBA has been able to expand its services and applications to remain one of the largest third-party administrators in the nation.

Additional Services We Offer:

- Flexible Spending Accounts (FSAs)
- Health Savings Accounts (HSAs)
- Health Reimbursement Arrangements (HRAs)
- Education Savings Accounts (ESAs)
- Dependent Audits
- Direct Vendor Billing
- Commuter Transit/Parking Benefits
- Plan Document Preparation
- Non-Discrimination Testing
- And more!



WHY FBA IS THE BEST CHOICE FOR YOU

A Proven History

With over 35 years as a Third Party Administrator and an additional 21 years prior in the insurance industry, FBA has proven its commitment to providing excellent administration to our clients across the country and guarantees the same commitment to the Hidalgo County.



The Opportunity We Present

Flexible Benefits Administrators, Inc. understands the challenges when choosing a business partner. We believe in forming close partnerships, where we become trusted sources and respected friends. With that being said, by providing the County with your very own Account Manager, we are committed to making sure that you never feel left in the dark. Even as technology and the industry evolves, we at FBA have kept one thing from not changing: our dedication to customer service. We firmly believe that even with these changes, it is always crucial that you hear another voice at the end of the line. By merging the old world and new world ways, FBA has covered all ranges of the spectrum.

Customized To You

With our technological advantage, FBA is able to customize our products to your company's liking. Whether it is our Online Portal, Communication Materials, or your company's Plan Design, we ensure it is designed as an extension to Hidalgo County.



G. Landon Browning III
Vice President

2875 Sabre Street
Suite 300
Virginia Beach, Virginia 23452

Phone: (800) 437-3539
Fax: (757) 431-1155
lanny@flex-admin.com

