



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**REQUEST FOR PROPOSAL**

**FOR**

**STOP LOSS INSURANCE**  
**AND**  
**FLEXIBLE SPENDING ACCOUNT**  
**BENEFITS**

**Solicitation - RFP No. 16-021**

**Date: MAY 2016**

# TABLE OF CONTENTS

## **Section I**

### **General**

1. Background/History
2. Scope

## **Section II**

### **Statement of Work**

1. Introduction
2. Agreement Term
3. Respondent Proposal
4. Program Requirements

## **Section III**

### **Proposal Information**

1. Schedule of Events
2. Proposal Requirements
3. Proposal Evaluation
4. Selection and Award Process
5. Post Award Meeting

## **Section IV**

### **General Terms and Conditions**

1. Abandonment or Default
2. Cancellation
3. Confidentiality of Content
4. Proprietary or Confidential Information
5. Damage Claims
6. Interlocal Cooperative Contracting/Piggyback
7. Right to Audit
8. Tax Exemption
9. Respondent Responsibilities
10. Award of Contract
11. Specifications
12. Patents or Copyrights
13. Respondent Assignments
14. Dispute Resolution
15. Substitutions
16. Public Disclosure
17. Public Information Act
18. Anti-Lobbying Affidavit
19. Additional Terms and Conditions

## TABLE OF CONTENTS (Continued)

### **Attachments**

Attachment A - Reference Sheet

Attachment B - Proposal Submittal Form and Execution of Proposal

Attachment C - Addendum Acknowledgment Form

Exhibit A - Stop Loss Insurance & Flexible Spending Account (FSA) – For respondent information purposes “Only”, Doc 1.

Exhibit B - Stop Loss Insurance & Flexible Spending Account (FSA) – Questionnaire, 2016 City of Round FSA Cost & Fees, 2016 Stop Loss Cost & Fees, 2016 Vendor Response, 2016 Vendor Information, Doc 2.

## STOP LOSS INSURANCE & FSA BENEFITS

### SECTION I GENERAL

The City of Round Rock, Texas herein after "City", is soliciting request for proposals to enter into an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to provide stop loss insurance and flexible spending account (FSA) benefits, herein referred to as "Services". All pricing structures and rates shall be negotiated and agreed in writing by both parties prior to execution of a contract.

The City is soliciting offers under the guidelines provided with authority through Texas Local Government Code Chapter 252. All proposals must meet the requirements outlined in this RFP to be considered for evaluation by the City.

1. **BACKGROUND / HISTORY:** The City operates within a self-insured medical benefit program that provides benefits to its employees, dependents and retirees. Aetna is the City's current third party administrator and the City currently offers a single option PPO through Aetna's Aexcel network.
  - 1.1 **Purpose:** The City of Round Rock, herein after "City", seeks proposals from qualified vendors, hereafter referred to as "Respondent" to provide specific and aggregate stop loss insurance for the coverages for re-insurance and flexible spending account (FSA) benefits as detailed in Exhibit A and Exhibit B.
  - 1.2 **Objective:** The City seeks to provide stop loss insurance and flexible spending account (FSA) benefits for the City of Round Rock to be effective January 1, 2017.
2. **PLAN OVERVIEW:** The following scope/plan overview of services provides additional information and outlines specific requirements that must be met as part of the Respondent's proposal. All Respondents are expected to have the ability to provide the following:
  - 2.1 Refer to Exhibit A – Stop Loss Insurance and Flexible Spending Account Information "Only", Doc 1.
  - 2.2 Refer to Exhibit B - Stop Loss Insurance & Flexible Spending Account (FSA) – Questionnaire, 2016 City of Round FSA Cost & Fees, 2016 Stop Loss Cost & Fees, 2016 Vendor Response, 2016 Vendor Information, Doc 2, for "submittal" documents.

**SECTION II  
STATEMENT OF WORK**

1. **INTRODUCTION:** This Request for proposals (RFP) describes information for the Respondent to provide services which shall include, but are not limited to the requirements contained herein. Services set forth that contain the words “must” or “shall” are mandatory and shall be provided as specified with no alteration, modification or exception unless an alteration, modification or exception would enhance the services provided to the City. Any and all alterations, modifications or exceptions to any requirement shall be clearly noted by the Respondent. Services set forth that contain the words “may” or “can”, allow Respondents to offer alternatives to the manner in which the services are described in the RFP.
  
2. **AGREEMENT TERM:** The term of the initial Agreement shall for insurance coverage for the guarantee period of January 1, 2017 through December 31, 2017.
  - 2.1 If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the Respondent shall have ninety (90) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) day, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for termination.
  - 2.2 If the Agreement is terminated, for any reason, the Respondent shall turn over all records to the City within fifteen (15) working days after completion of duties contained in the Agreement.
  
3. **RESPONDENT PROPOSAL:** The City is seeking proposals from an Individual, Firm, or Corporation, (Respondent), to provide stop loss insurance and flexible spending account (FSA) benefits. Respondents are to submit their stop loss proposals based on the City’s current stop loss insurance plan the City has now including a separate stop loss insurance plan with accountable care organization (ACO) as an alternate plan with lower deductibles in accordance with the attached ACO plan. Respondents are required to complete and return all attached questionnaires in both hard copy and electronic copies (flash drive) with their RFP response. The Respondent shall:
  - 3.1 Refer to Exhibit A – Stop Loss Insurance & Flexible Spending Account (FSA), Doc1, for information purposes.
  
4. **PROGRAM REQUIREMENTS:** The City is requesting, at a minimum, the following based upon the criteria listed in Exhibit B, Doc 2:
  - 4.1 Refer to Exhibit B - Submittal requirements for stop loss insurance and flexible spending account (FSA), for “submittal” documents.

**NOTE: RESPONDENT MUST COMPLETE AND SUBMIT THE DOCUMENTS OUTLINED IN “EXHIBIT B”, DOC 2, WITH THEIR RFP RESPONSE AS FOLLOWS:**

- 2016 City of Round Rock Stop Loss Cost & Fees
- 2016 City of Round FSA Cost & Fees
- 2016 FAS Vendor Response - Questionnaire
- 2016 Vendor Information – Proposal Instructions

**SECTION III  
 PROPOSAL INFORMATION**

1. **SCHEDULE OF EVENTS:** It is the City’s intention to comply with the following solicitation timeline:

<b>EVENT</b>	<b>DATES</b>
RFP Released	May 19, 2016
Deadline - Submission of Questions	June 3, 2016, 5:00pm, (CST)
City Response – Questions	June 8, 2016, 5:00pm, (CST)
Closing Date - RFP Submission	June 21, 3:00pm, (CST)
Contract Award Notification	August 2016
Contract Execution – Begin Implementation	August/September 2016
Effective Start Date	January 2017

NOTE: The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website.

2. **PROPOSAL REQUIREMENTS:**

2.1. **Submission:**

- 2.1.1. Respondents shall submit one (1) evident hard copy of the signed “Original” of RFP proposal response and two (2) electronic copies of RFP proposal response submitted on a “flash drive”, including required attachments. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. The proposal must address all requirements of this RFP regarding the proposed stop loss insurance and flexible spending account benefits, including the requirements contained in Section II, Statement of Work attached as Exhibit A and Exhibit B. Please be advised that Exhibit B, Doc 2, includes all documents that are required to be returned with respondent(s) RFP response along with the RFP No. 16-021 for Stop Loss Insurance & FSA Benefits including Attachments A, B, and C.
- 2.1.2. Respondents to this RFP are responsible for all costs of proposal preparation.
- 2.1.3. All proposals shall be received and time stamped at the City 1<sup>st</sup> Floor Receptionist Desk prior to **Tuesday, June 21, 2016, @ 3:00 pm, Central Standard Time (CST)**, as specified in the Schedule of Events. Late Proposals will not be considered under any circumstance and will be returned unopened, if return address is provided.
- 2.1.4. Proposal response is to be placed in a sealed, separate envelope, and correctly identified with your Company name, the Solicitation title (RFP No. 16-021 for Stop Loss Insurance and FSA Benefits), closing date and time and “DO NOT OPEN”. If submitting multiple responses, each response should be placed in a separate envelope and correctly identified with the solicitation title, RFP number, submittal deadline/opening date and time, and “DO NOT OPEN”. It is the respondent’s responsibility to appropriately mark and deliver the Proposal to the City by the specified date and time. The City will not bear liability for any costs incurred in the preparation and submission of offers in response to this RFP.
- 2.1.5. Receipt of all addenda (**Addendum Acknowledgment Form Attachment C**) to this RFP should be acknowledged, signed and included in the proposal.

**2.2. Content:** The original RFP document including respondent's proposal, all attachments listed in "Exhibit B" including Attachment A - References, Attachment B - Execution or Proposal and Attachment C - Addendums, shall be returned with the RFP response. The City reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the City. **Failure to do so may result in disqualification of proposal response.**

**2.2.1. Company Information:** Proposal shall include the legal definition of the Respondent's business organization (if a corporation), the state in which incorporated, the types of business ventures in which the organization is involved, and a chart of the organizational structure. If the organization includes more than one product division, the division responsible for the development and marketing of the proposed products and services shall be identified and described in detail. Proposal should include information regarding all of the respondent's facilities and resources offered that shall contribute to the successful implementation of the proposed program including, but not limited to the following:

- 2.2.1.1.** Company description;
- 2.2.1.2.** Ownership (if partnership, identify each partner);
- 2.2.1.3.** Physical address (if partnership, include address of each partner);
- 2.2.1.4.** Mailing address (if partnership, include address of each partner);
- 2.2.1.5.** Other company locations;
- 2.2.1.6.** Telephone and facsimile number;
- 2.2.1.7.** E-mail address of company's primary contact;
- 2.2.1.8.** Financial report, including latest annual report and latest quarterly report;
- 2.2.1.9.** All litigation that your company has been involved in within the last three (3) years. If the firm has been in existence less than three (3) years, identify litigation involving owners and management.

**2.2.2. Proposed Products/Services:** The proposal shall include detailed information to demonstrate how the Respondent shall provide each of the service requirements specified in Section II, Statement of Work. The proposal should provide separate sections for each product/service provided and should be labeled with corresponding numbers for the requirements set forth in Section II, Statement of Work and general information attached as Exhibit A and Exhibit B.

**2.2.2.1.** Respondents shall describe in detail how they plan to meet the following service, performance standards and timeline listed in Section II, Statement of Work.

**2.2.3. Experience and Proposal:** Pursuant with Section II, Statement of Work outlined and attached as Exhibit A and Exhibit B, the proposal shall describe services your organization has provided that demonstrates your organization's capability to carry out the proposed services. Include a narrative overview of the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who shall be responsible for the management and day-to-day operations of the products/services solicited in this RFP. Respondent shall provide the name(s) of top management and key employees and each person's duties, including the background and experience of these employees.

**2.2.4. References:** Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service (**Attachment A**). Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the proposal.

**2.2.5. Proposal Submittal Form and Execution of Proposal:** 2016 General Vendor Information – Proposal Submittal Instructions listed in Exhibit B. This form is to be completed and return with the proposal. It is to be signed by an authorized agent of your company. Failure to do so may result in disqualification of the Proposal.

**2.2.6.** All inquiries shall be submitted in writing by **Friday, June 3, 2016, 5:00 pm, (CST)**, to Mike Schurwon, CPPB, CTPM, by email at: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov) on the due date noted. The City shall NOT be responsible for failure of electronic equipment or operator error.

**2.2.7.** All inquiries that result in written addenda to the RFP will be posted to the City’s webpage and the Electronic State Business Daily, on the date specified in the Schedule of Events, at the following:  
<http://roundrocktexas.gov/home/index.asp?page=462>

Respondents shall acknowledge and return receipt of all addenda in response to Section III, Proposal Information, paragraph 2.2.6, for inquires. **Refer to Attachment C.** It shall be the respondent’s responsibility to periodically check the City’s webpage for any updated addenda information.

**2.2.8.** Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of the City will not answer questions or otherwise discuss the contents of the RFP with any potential respondent or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this request for proposals.

**2.3. Delivery of Proposal:**

Signed and sealed proposal shall be submitted no later than **Tuesday, June 21, 2016, 3:00 p.m., (CST)**, to the City by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
City of Round Rock City Hall – Reception Desk, 1 <sup>st</sup> Floor 221 East Main Street Round Rock, TX 78664-5299 Attn: Mike Schurwon Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday	City of Round Rock City Hall – Reception Desk, 1 <sup>st</sup> Floor 221 East Main Street Round Rock, TX 78664-5299 Attn: Mike Schurwon Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday	City of Round Rock City Hall – Reception Desk, 1 <sup>st</sup> Floor 221 East Main Street Round Rock, TX 78664-5299 Attn: Mike Schurwon Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday



**2.4. Proposal Closing:**

- 2.4.1. Proposals will be closed at the City of Round Rock, City Hall, 221 East Main Street, 1st Floor Receptionist Desk, Round Rock, Texas 78664.
- 2.4.2. Proposals will be received until the date and time established for receipt. Proposals shall be opened in a manner that does not disclose the contents before an award. Only the names of the respondents who submitted proposal will be made public.
- 2.4.3. Prices and terms will not be divulged until after award. The City considers all information, documentation, and other related submission materials to be confidential and/or proprietary before an award.
- 2.4.4. Telephone and facsimile proposal are not accepted in response to this RFP.
- 2.4.5. Responses cannot be altered or amended after opening.
- 2.4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 2.4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 2.4.8. All submitted proposal responses becomes the property of the City after the RFP submittal deadline/opening date.
- 2.4.9. Responses submitted shall constitute an offer for a period of one hundred and twenty (120) days or until selection is made by the City.

**3. PROPOSAL EVALUATION:** The intent of the City is to award to multiple respondents whose proposals are considered to be the best value to the City. In determining best value, the City may consider:

- 3.1 Evaluation Criteria: Respondents will be evaluated based on the 2016 Round Rock Stop Loss Cost & Fees, 2016 City of Round Rock FSA Cost & Fees, 2016 FSA Vendor Response – Questionnaire, and 2016 General Vendor Information – Proposal Instructions as outlined Exhibit A, Doc 2.
- 3.2. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a Best and Final Offer is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- 3.3. The City reserves the right to reject any or all proposal(s) submitted, or to award to the respondent who in the City's opinion offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- 3.4. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

- 3.5. The City reserves the right to waive any minor technicality, irregularities or informalities noted in the submission process. Submission of proposal confers no legal rights upon any proposer.
- 3.6. The City reserves the right to request further documentation or information and to discuss a proposal response with any proposer in order to answer questions or to clarify any aspects of the proposal.
- 3.7. The City may develop a “short list” of qualified proposals, and may determine that the proposer(s) should submit a Best and Final Offer (BAFO). Each “short listed” proposer will be given a reasonable opportunity for discussion and revision of their proposal.

**4. SELECTION AND AWARD PROCESS:**

- 4.1. Proposal shall be scored by an evaluation committee, using the criteria shown in Section III, Proposal Information, and 3. Proposal Evaluation, paragraph. 3.1. Evaluation Criteria. In the event an award does not occur, the process may continue until the City makes an award or terminates the process.
- 4.2. A Proposal presented in response to this RFP is subject to negotiation concerning any issue(s) deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the proposal.
- 4.3. Submission of proposal indicates the Respondent’s acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- 4.4. An independent signed authorized contract will be sent to the successful proposer. Execution of a City of Round Rock contract is required prior to processing any payments to the awarded proposer.

**5. POST AWARD MEETING:** The City and the Respondent shall have a post award meeting to discuss, but not be limited to the following:

- 5.1. Provide City contact(s) information for implementation of the Agreement.
- 5.2. Identify specific milestones, goals and strategies to meet objectives.

**SECTION IV**  
**GENERAL TERMS AND CONDITIONS**  
(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **ABANDONMENT OR DEFAULT:** A Respondent who abandons or defaults on work which causes the City to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed. If the respondent defaults on the contract, the City reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting respondent shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
  
2. **CANCELLATION:** The City reserves the right to cancel the Agreement for default of all or any part of the undelivered portion of the order if the Respondent breaches any of the terms hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is an addition to and not in lieu of any remedies, which the City may have in law or equity. Upon award, this contract may be cancelled, without penalty, by either party by providing thirty (30) days written notice to the other party. The City shall pay the respondent the contract price prorated for acceptable service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the respondent of any obligation or liability that has occurred before cancellation. The respondent shall refund any balance of unused prepaid funds to the City.
  
3. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 3.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 3.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
  
4. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. The City shall take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
  
5. **DAMAGE CLAIMS:** The Respondent shall be responsible for damage to the City's equipment or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work. The respondent shall defend, indemnify, and hold harmless the City, all of its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of respondent or any agent, employee, sub-Respondent, or supplier of Respondent in the execution or performance of this contract.

- 6. INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded Respondent(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.
- 7. RIGHT TO AUDIT:**
- 7.1.** The Respondent agrees that the representatives of the Office of the State Auditor or other authorized representatives of the City shall have access to, and the rights to audit, examine, or reproduce, and all records of the Respondent related to the performance under this Agreement. The Respondent shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.
- 7.2.** Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.
- 8. TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.
- 9. RESPONDENT RESPONSIBILITIES:**
- 9.1.** The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.
- 9.2.** The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.
- 10. AWARD OF CONTRACT:**
- 10.1.** A response to a solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless it is accepted through an authorized signed approved City Contract.
- 10.2.** This contract shall be conducted in accordance with Texas Local Government Code Chapter 252. The contract shall consist of the RFP; any questions and answers and/or addenda as a result of the submitted written questions; the Successful Respondent's response; any City request for a Best and Final Offer; any successful respondent's Best and Final offer; the

Notice of Award; and any subsequent written amendments agreed to by the City and the Respondent (the "Contract Documents").

**10.3.** Any contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if the funding is not appropriated by the City of Round Rock. The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.

**10.4.** This contract is void if sold or assigned to another company without written approval of the City. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City designated Project Leader(s) and Contract Administrator as soon as possible, but not later than thirty (30) days from the date of change.

**11. SPECIFICATIONS:** The services performed shall be in accordance with the purchase specifications herein. The City shall decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The City shall decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the respondent.

**12. PATENTS OR COPYRIGHTS:** The respondent agrees to protect the City and each participating municipality from claims involving infringement of patent or copyrights.

**13. RESPONDENT ASSIGNMENTS:** The successful respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

**14. DISPUTE RESOLUTION:** If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means. If the parties cannot reach a mutually satisfactory resolution, any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Respondent shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Respondent hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**15. SUBSTITUTIONS:** Substitutions are not permitted without the written approval of the City.

**16. PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the City. The respondent shall coordinate and obtain approval for the following activities, which include but are not limited to: orientation sessions, sales calls, customer user seminars, and general mailings to municipalities.

**17. PUBLIC INFORMATION ACT:** Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

**18. ANTI-LOBBYING AFFIDAVIT:** By executing the response to the RFP, the Respondent agrees to the following terms and conditions of the RFP. From and after the deadline for submission of the initial response, RFP No. 14-001, the Respondent, its employees, officials, agents, and sub-Respondents shall not communicate or attempt to communicate about this RFP and the entity's response with City personnel, the evaluation committee members, and the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP;

City of Round Rock  
Stop Loss Insurance & FSA Benefits  
RFP No. 16-021  
Class 949 / Item 82

provided, however, the entity, its employees, officials, agents, and sub-Respondents shall be allowed to participate in the City sponsored evaluation process, in the form authorized.

Further, the Respondent shall not, through indirect means of unpaid associates, volunteers, or other persons, communicate or attempt to communicate about the Respondent's response to any City personnel, the evaluation committee members, or the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP. The Respondent understands and agrees that violation of this requirement may result in rejection of its Proposal as a violation of the terms and conditions of the procurement process.

19. **ADDITIONAL TERMS AND CONDITIONS:** In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at:  
<http://www.roundrocktexas.gov/home/index.asp?page=462>

**City of Round Rock**

**ATTACHMENT A**

**REFERENCE SHEET**

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**Respondent (Company):** \_\_\_\_\_

**Name (Typed / printed):** \_\_\_\_\_

**Telephone number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the Proposal. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

**City of Round Rock**

**ATTACHMENT B**

**PROPOSAL SUBMITTAL FORM AND EXECUTION OF PROPOSAL**

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

**RESPONDENT (COMPANY):** \_\_\_\_\_

**SIGNATURE (IN INK):** \_\_\_\_\_

**NAME (TYPED/PRINTED)** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE AND FAXSCMILE NO.:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**FEDERAL TAX IDENTIFICATION NUMBER (FIN):** \_\_\_\_\_

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <http://www.roundrocktexas.gov/home/index.asp?page=463>.



**City of Round Rock**

**ATTACHMENT C**

**ADDENDUM ACKNOWLEDGMENT FORM**

***NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.***

**ADDENDA ACKNOWLEDGMENT:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_