



**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**

**EMPLOYER PROVIDED GROUP BENEFITS**

**&**

**VOLUNTARY BENEFITS PLANS**

**Solicitation - RFP No. 15-037**

**Date: July 2015**

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## **EMPLOYEE PROVIDED GROUP BENEFITS & VOLUNTARY BENEFITS PLANS**

### **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 Group Life/AD&D and Long Term Disability (LTD) Benefits Plans and Voluntary Benefits Plans, herein referred to as "Services". All pricing structures and rates shall be negotiated and agreed in writing by both parties prior to execution.

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 of Round Rock, Texas, with a population of 105,000, to include those residents just outside the City limits, is located 15 miles north of Austin in the Central Texas Hill Country. This location places the City within three hours driving time to ninety percent of the population of the State of Texas. The City has experienced tremendous growth over the past ten years and is home to a number of major employers. The City is scheduled for a 2060 build-out of 300,000 residents.

The City currently employs 898 people. The groups covered under this plan include Executives, Management, Fire, and Police. The City currently offers employer paid group life insurance and group long term disability. A listing of the current employee census is provided as part of this solicitation.

- 1.1 **Purpose:** The City of Round Rock, herein after "City", seeks proposals from qualified vendors, hereafter referred to as "Respondent" to provide a group Life/AD&D and Long Term Disability (LTD) plans and voluntary benefits plans as detailed in "Exhibit A". The City is interested in proposals from Insurance carriers to provide coverage for the Life/AD&D and LTD coverage without commissions (these plans are Employer Paid). Voluntary providers are also encouraged to quote on the Short Term Disability, Critical Illness, Hospital Indemnity, and Accident. The Voluntary plans can include commissions to pay for enrollment services and benefit admin platforms.

- 1.2 **Objective:** The City seeks to provide Group Benefits and Voluntary Benefits Plans for the City of Round Rock to be effective January 1, 2016.

2. **PLAN OVERVIEW:** The Excel Questionnaires should be completed so that your response can be evaluated. It is the City's desire to duplicate the current plan designs, but is open to considering improvements with little or no additional cost to the City. Voluntary Benefit providers should specifically outline the communication and enrollment support services that are a part of your program. All Respondents are expected to have the ability to provide the following:

- 2.1 Refer to Exhibit A – Includes "Plan Overview" outlined in attached Excel spreadsheet.

3. **ATTACHMENTS:** Attachments A – C, and Exhibit A are herein made part of this solicitation. Please be advised Exhibit A will be posted as separate document to the City website.

4. **CLARIFICATION:** All questions regarding the specifications shall be submitted to the City contact herein.

Mike Schurwon, CPPB, CTPM  
City of Round Rock – Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664  
E-mail: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)

NOTE: The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

## **SECTION II STATEMENT OF WORK**

1. **INTRODUCTION:** This Request for proposal (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 for the Group Benefit and Voluntary Benefit plans shall be for the period beginning on or before January 1, 2016 through December 31, 2016.
- 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 respondents to provide Group Life/AD&D and Long Term Disability (LTD) Benefits and Voluntary Benefits Plans. The Respondent shall:
- 3.1 Refer to Exhibit A - “Proposal” outlined in attached Excel spreadsheets to submit your proposal.
4. **PROGRAM REQUIREMENTS:** The City is requesting, at a minimum, the following based upon the criteria listed:
- 4.1 Refer to Exhibit A – “Submittal Requirements & Questions” outlined in attached Excel spreadsheets. Please answer questions and provide confirmations, and/or appropriate conditions to your proposal.

**NOTE: RESPONDENT MUST COMPLETE AND SUBMIT “EXIHBIT A” WITH THEIR RFP RESPONSE.**

**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>
Release of RFP	July 11, 2015
Deadline for Submission of Questions	July 20, 2015, 5:00pm, (CST)
Deadline for responses to all Questions/Addendums	July 21, 2015, 5:00pm, (CST)
Deadline for Submission of Proposal	July 29, 2015 3:00pm, (CST)
Expected Contract Start Date	January 1, 2016

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 signed “Original” and two (2) copies of the proposal and one (1) electronic copy on “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 employee provided group benefits and voluntary benefits plans, including the requirements contained in Section II, Statement of Work attached as Exhibit A.

**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 prior to Wednesday, July 29, 2015, 3:00 p.m., Central Standard Time (CST), as specified in the “Schedule of Events”. Late proposal(s) will not be considered under any circumstance and will be returned unopened, if return address is provided.

**2.1.4.** Proposals are to be placed in a sealed, separate envelope/package and correctly identified with the solicitation title, City of Round Rock RFP No. 15-037 – Employee Provided Group Benefits and Voluntary Benefits Plans, submittal deadline/opening date and time and marked “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:** Proposals submitted without this information may be rejected. The City reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the City. The Proposal Submittal, all Attachments, and Execution of Proposal Form (**Attachment B, Section III, Proposal Information, Para. 2.2.5**) shall be returned with the bid response. **Failure to do so may result in disqualification.**

- 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 attached as "Exhibit A".
- 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", 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 résumés 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: (Attachment B)** - This form is to be completed and returned 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 Monday, July 20, 2015 @ 5:00 p.m., (CST) to Mike Schurwon, CPPB, CTPM by e-mail at:

[mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)

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://www.roundrocktexas.gov/departments/purchasing/solicitations/purchasing-active-solicitations/>

<http://esbd.cpa.state.tx.us/>

Respondents shall acknowledge and return receipt of all addenda, Section III, Proposal Information, Para. 2.1.5. **(Attachment C)**. If respondent does not have Internet access, copies may be obtained through the point of contact listed above in Section I, General, 4. Clarification. 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 Wednesday, July 29, 2015, 3:00 pm, (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 – Receptions Desk, 1 <sup>st</sup> Floor 221 East Main Street Round Rock, TX 78664-5299 <b>Attention: Mike Schurwon</b> 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 <b>Attention: Mike Schurwon</b> 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 <b>Attention: Mike Schurwon</b> Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday

**2.4. Proposal Opening:**

- 2.4.1. Proposals will be opened at the City of Round Rock, City Hall, 221 East Main Street, Council Chambers, Round Rock, Texas 78664.
- 2.4.2. Proposal will be received until the date and time established for receipt. Proposal 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 proposals 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 become 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 ninety (90) days or until selection is made by the City.

**3. PROPOSAL EVALUATION:** The intent of the City is to award to one Respondent whose proposal is considered to be the best value to the City. In determining best value, the City may consider:

- 3.1 Evaluation Criteria: All proposals will be evaluated based on overall quality of response, adherence to requirements, experience, service delivery approach, and price.
- 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 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 proposal, 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 proposal evaluation Para. 3.1. 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 RESPONSIBILITES:**
- 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; 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/departments/purchasing/solicitations/purchasing-active-solicitations/>

**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/departments/purchasing/solicitations/purchasing-active-solicitations/>

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