



City of Rockwall  
*The New Horizon*

**REQUEST FOR PROPOSAL  
INSTRUCTIONS FOR  
  
STOP LOSS INSURANCE  
AND  
FLEXIBLE SPENDING ACCOUNT**

**DUE DATE & TIME:**      **NOVEMBER 17, 2017  
2:00 pm CST**

**DELIVER TO:**            **LEA ANN EWING  
PURCHASING AGENT  
CITY OF ROCKWALL  
385 S. GOLIAD ST  
ROCKWALL TX 75087  
972-771-7700 X 6418**

**NO ELECTRONIC SUBMISSIONS WILL BE ACCEPTED**



City of Rockwall  
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## REQUEST FOR PROPOSAL

Return Proposal To: The City of Rockwall  
Purchasing Agent  
385 S. Goliad Street  
Rockwall, Texas 75087

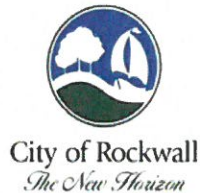
The enclosed **REQUEST FOR PROPOSAL** and accompanying **Specifications** are for your convenience in Proposing the referenced products and/or services for The City of Rockwall. **Sealed proposals shall be received no later than: November 17, 2017, 2:00 pm CST.**

Please reference **RFP 2017, "STOP LOSS INSURANCE AND FSA,"** in all correspondence pertaining to this Proposal and affix this number to outside front of Proposal envelope for identification. All Proposals shall be to the attention of the Purchasing Agent. **Submit three paper copies, one original and two duplicates and one electronic submission.**

The City of Rockwall appreciates your time and effort in preparing a submittal. Please note that all **submittals must be received at the designated location by the deadline shown.** Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held in the Finance Department Conference Room, 385 S. Goliad Street, Rockwall, Texas 75087. **You are invited to attend.**

Awards should be made approximately 30 days prior to the effective date of January 1, 2018. Should you have any questions or need the worksheets in electronic format, please contact:

**David Gibson, CEBS**  
**Vice President - Client Service**  
12712 Park Central Drive, Suite 100  
Dallas, TX 75251  
**214-265-6656**  
Fax: 972-889-7554 Mobile: 214-232-7856  
**DGibson@holmesmurphy.com**  
**www.holmesmurphy.com**



## REQUEST FOR PROPOSAL INSTRUCTIONS/TERMS OF CONTRACT/GENERAL REQUIREMENTS

By order of the City Council of The City of Rockwall, Texas, sealed Proposals will be received for:

### **STOP LOSS INSURANCE and FLEXIBLE SPENDING ACCOUNT**

**TO PROVIDE** for twelve-month Contract commencing January 1, 2018. The City of Rockwall, City Council reserves the right to extend this contract for two (2) additional one-year periods as it deems to be in the best interest of the city. Should the contract be awarded, the renewal must be provided by September 1<sup>st</sup> for the next renewal year.

**IT IS UNDERSTOOD** that the City Council of the City of Rockwall, Texas reserves the right to reject any and/or all Proposals for any/or all products and/or services covered in this Proposal request and to waive informalities or defects in Proposals or to accept such Proposals as it shall deem to be in the best interests of The City of Rockwall.

**PROPOSALS MUST BE** submitted on the pricing forms included for that purpose in this packet. Each Proposal shall be placed in a sealed envelope, **manually signed by a person having the authority to bind the firm in a Contract**, and marked clearly on the outside as shown below. **FACSIMILE AND ELECTRONIC TRANSMITTALS SHALL NOT BE ACCEPTED.**

**FUNDING:** Funds for payment have been provided through The City of Rockwall budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.



City of Rockwall  
*The New Horizon*

**LATE PROPOSALS:** Proposals received in The City of Rockwall Purchasing Agent after submission deadline will be considered void and unacceptable. The City of Rockwall is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Agent shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals can be negotiated, amended, revised after the Proposal opening provided changes are in writing. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity. The City reserves the right to accept, negotiate, amend or reject any/all of the Proposals as it deems to be in the best interest of the City.

**WITHDRAWAL OF PROPOSAL:** A Proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of ninety (90) days following the date designated for the receipt of Proposals, and Proposer so agrees upon submittal of their Proposal.

**SALES TAX:** The City of Rockwall is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax.

**PROPOSAL AWARD:** The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one of the sections.

**CONTRACT:** This Proposal, when properly accepted by the City of Rockwall, shall constitute a Contract equally binding between the successful Proposer and the City.

**CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing.

**DELIVERY:** all delivery and freight charges (F.O.B. The City of Rockwall) are to be included in the Proposal price.

**ETHICS:** The Proposer shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of The City of Rockwall.

**EXCEPTIONS/SUBSTITUTIONS:** All Proposals meeting the intent of this REQUEST FOR PROPOSAL will be considered for award. Proposers taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section



City of Rockwall  
*The New Horizon*

provided or by attachment as part of the Proposal. In the absence of such, a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the Specifications of the Invitation. The City of Rockwall reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**ADDENDA:** Any interpretations, corrections or changes to this **REQUEST FOR PROPOSAL** and **Specifications** will be made by addenda. Sole issuing authority of addenda shall be vested in The City of Rockwall Purchasing Agent. Addenda will be emailed to all who are known to have received a copy of this **REQUEST FOR PROPOSAL**. Proposers shall acknowledge receipt of all addenda.

**PROPOSAL MUST COMPLY** with all federal, state, county, and local laws concerning these types of service(s).

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

**REFERENCES:** The City may request Proposers to supply a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**PROPOSER SHALL PROVIDE** with this Proposal response, all documentation required by this **REQUEST FOR PROPOSAL**. Failure to provide this information may result in rejection of Proposal.

**SUCCESSFUL PROPOSALDER SHALL** defend, indemnify and save harmless The City of Rockwall and all its officers, agents and employees from all suits, actions, or other



City of Rockwall  
*The New Horizon*

claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from Proposal award. Successful Proposer indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Proposer shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages.

**WAGES:** Successful Proposer shall pay or cause to be paid, without cost or expense to The City of Rockwall, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Proposer must state therein the reasons for such cancellation. The City of Rockwall reserves the right to award canceled Contract to next lowest and best Proposer as it deems to be in the best interest of The City of Rockwall.

**TERMINATION FOR DEFAULT:** The City of Rockwall reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Rockwall reserves the right to terminate the Contract immediately in the event the successful Proposer fails to:

1. Meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes The City of Rockwall to exercise any or all of the following rights:



City of Rockwall  
*The New Horizon*

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Proposer, default will be declared and all the successful Proposer's rights shall terminate.

Proposer, in submitting this Proposal, agrees that The City of Rockwall shall not be liable to prosecution for damages in the event that the City declares the Proposer in default.

**NOTICE:** Any notice provided by this Proposal (or required by law) to be given to the successful Proposer by The City of Rockwall shall conclusively deem to have been given and received on the next day after such written notice has been sent by email or deposited in the mail in The City of Rockwall, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful Proposer agrees to protect The City of Rockwall from claims involving infringement of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this Contract, The City of Rockwall may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between The City of Rockwall Director of Administrative Services (which has the overall Contract Administration responsibilities) and the successful Proposer.

**INVOICES** shall show all information as stated above, shall be issued for each invoice and shall be mailed directly to The City of Rockwall, 385 S. Goliad Street., Rockwall, Texas 75087.



City of Rockwall  
*The New Horizon*

**PAYMENT** will be made upon receipt and acceptance by The City of Rockwall for any item(s)/service(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Proposer(s) required to pay subcontractors within ten (10) days.

**WARRANTY:** Successful Proposer shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being Proposal must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause Proposal to be rejected.

**REMEDIES:** The successful Proposer and The City of Rockwall agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in The City of Rockwall, Texas.

**ASSIGNMENT:** The successful Proposer shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of The City of Rockwall.

**SILENCE OF SPECIFICATION:** The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to The City of Rockwall by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

**CONFLICT OF INTEREST:** No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171. 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.

**CERTIFICATE OF INTERESTED PARTIES FORM 1295:**



City of Rockwall  
*The New Horizon*

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**STATE OF TEXAS SENATE BILL 252 (Sept. 1, 2017) Requirement:**

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 of the STATE OF TEXAS: SECTION 1. Chapter 2252, Government Code.

**STATE OF TEXAS HOUSE BILL 89 (Sept. 1, 2017) Requirement:**

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

SECTION 1. Subtitle F, Title 10, Sec. 2270.002. Government Code



City of Rockwall  
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## **PUBLIC NOTICE**

### **CITY OF ROCKWALL, TEXAS REQUEST FOR PROPOSAL STOP LOSS INSURANCE AND FLEXIBLE SPENDING ACCOUNT (FSA)**

The City of Rockwall is accepting Stop Loss Insurance and FSA Proposals from qualified providers. Proposals will be accepted until 2:00 pm, November 17, 2017 by the City's Purchasing Agent, City Hall, 385 S. Goliad, Rockwall, Texas 75087. The City of Rockwall reserves the right to accept or reject all or any part of the proposal, waive technicalities or informalities, and award the proposal that best serves the interests of the City. For proposal packet information contact Lea Ann Ewing, Purchasing Agent, City of Rockwall, 972-771-7700, [lewing@rockwall.com](mailto:lewing@rockwall.com).

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Publish: Herald Banner  
November 3, 2017 and November 10, 2017