



**GREGG COUNTY PURCHASING DEPARTMENT  
101 EAST METHVIN STREET, SUITE 205  
LONGVIEW, TX 75601**

**REQUEST FOR PROPOSALS**

**RFP-2019-916**

**FOR**

**Property & Casualty Insurance**

**ISSUE DATE: June 23, 2019  
RESPONSE DUE DATE: August 08, 2019**

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*This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the RFP package. Bidders are responsible for reading the entire RFP package and complying with all specifications.*

## ***RFP 2019-916 INSTRUCTIONS/REQUIREMENTS***

- ❖ ***SUBMISSION OF PROPOSALS***: two jump/flash drives with proposal downloaded and **three (3) complete sets** of all RFP documents (original and two (2) copies) shall be sealed and **marked RFP# 2019-916 Property & Casualty Insurance Portfolio.**

Gregg County Purchasing  
Kelli Davis, CPPB, Purchasing Agent  
101 East Methvin, St. 205  
Longview, Texas 75601

- ❖ Questions concerning this RFP process shall be directed to Gregg County Purchasing Director by email to [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us); Kelli Davis. Failure to comply with this guideline could result in disqualification from the RFP process.
- ❖ **All RFP proposals must be sealed** when returned to Gregg County.
- ❖ The proposal must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Gregg County Purchasing Agent, 101 East Methvin, St. 205, Longview, TX, 75601 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this RFP.
- ❖ All questions/checklists/blanks must be included in your response on the forms provided. Failure to include any of the requested information within your proposal may result in rejection/disqualification.
- ❖ PROPOSALS WILL BE received and publicly acknowledged at the Gregg County Purchasing Department located at the address, date and time listed above. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor.
- ❖ It is the respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. Failure to provide signatures on forms could render bid non-responsive.
- ❖ All documents relating to this RFP including but not limited to, the RFP document, questions and their responses, addenda and special notices will be posted under the RFP number on the Gregg County Purchasing Department website and available for download. ***It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.***
- ❖ **Any proposal received after the date and/or hour set for RFP opening will not be accepted. Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the respondent.** If your proposal is sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of their proposal to the Purchasing Department before the advertised date and hour for opening of RFP. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, RFP thus delayed will not be considered and will be disposed of as authorized.

## QUESTIONS/RESPONSES:

**QUESTIONS:** Respondent questions are due by 12:00pm, August 1, 2019. Respondent questions, requests and/or inquiries for additional information regarding this RFP process must be emailed to Kelli Davis at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us). Verbal communications for clarification are not allowed and will not be addressed. Failure to follow this directive may result in rejection of proposal.

**Please Note:** Respondents who email questions will not receive a personal response to their question(s) but must retrieve question responses online. Therefore, it is the sole responsibility of Respondent to review the Gregg County website periodically for RFP responses to questions, RFP amendments or updates.

## **RFP Submission Requirements**

- ✓ **Completed and **signed** Forms including *Certification of Eligibility, RFP Signature Form, RFP Contract, Official RFP Sheet and Vendor References.* Vendor shall submit original forms with original signatures.**
- ✓ **Insurance Certificates – Respondents must submit all Insurance Certificates with proposal.**
- ✓ **List of Sub-Contractors (If applicable) – Respondents must submit a list of sub-contractors that will be used to complete RFP guidelines.**
- ✓ **Company profile, including experience and resume of proposed project manages. Also, include information regarding any pending or past lawsuits within 10 years**
- ✓ **Financials**  
Include information on the proposed carrier's financial stability.
- ✓ **Proposal:** Include proposed plan and approach to support Gregg County and its insurance program. Include quality and details of your services. Include any additional services your company can provide.
- ✓ **Required Forms**  
Completed forms with original Signatures. (See forms section of this document). Completed specifications, coverage, premium, and deviations per line of business.

## SCOPE OF WORK

### **2.1 SERVICES REQUIRED**

1. Loss Prevention Engineering

The County would like each of the agents submitting proposals to include a description of safety and loss prevention services, if appropriate for the line of coverage. A general outline of proposed services and inspections should be submitted including the cost for such services, if not included in premium.

2. Claim Service

The County expects prompt and accurate loss runs at least quarterly showing all paid and outstanding (reserved) claims. It is not the County's intent to dispute the reserving practices of its insurers, but it does hope to offer the insurers the benefit of personal and timely knowledge which might affect a more prompt and equitable settlement of claims. Each of the companies involved in this offer is invited to submit a proposal or plan which states the specific ways in which it intends to augment claims, loss prevention, and other services available.

3. Proposal and Policy Format

Proposer is reminded that clearly outlined coverage, in an easily understood format, will receive the most favorable consideration.

### **2.2 MISCELLANEOUS**

All agents submitting proposals for this insurance must meet the following minimum qualifications:

- If selected, the agency must have insurance for agents' errors and omissions insurance with a limit of at least \$5 million per occurrence and provide evidence of such coverage by August 15, 2019.
- Include a copy of the TDI License for all personnel assigned to the County's insurance program.

### **2.3 COPIES OF POLICIES**

A complete specimen policy (including all forms, endorsements, and policy jackets) should be furnished with each quotation.

### **2.4 ALTERNATIVES**

The County expects all offerors to quote on a basis that duplicates proposed coverage. In addition, quotes are sought for coverage improvements beyond those set forth in these specifications.

### **2.5 COVERAGE REQUIREMENTS (Applicable to all policies)**

### **2.5.1 NAMED INSURED**

The County of Gregg (Gregg County) and all elected or appointed officials and all employees of the County of Gregg and the Gregg County Juvenile Probation Board, Gregg County Constables Office, Gregg County Sheriff's Office, Gregg County's District Attorney Office, c/o Office of County Auditor, 101 East Methvin, Suite 205, Longview, TX 75601.

### **2.5.2 CANCELLATION AND RENEWAL**

All policies are to contain a ninety (90) day cancellation clause pertaining to cancellation by the insurer, in lieu of customary provisions.

### **2.5.3 POLICY EFFECTIVE DATE AND TERM**

All policies are to be effective October 1, 2019, unless otherwise indicated. Coverage should be for an annual term with two (2) annual renewal options unless otherwise stated in your proposal.

### **2.5.4 UNINTENTIONAL ERRORS AND OMISSIONS**

All policies are to contain the following clause:

It is agreed that failure of the insured to disclose all facts existing as of the inception date of the policy shall not prejudice the insurance with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

### **2.5.5 PREMIUM TAX**

Premium quotes are to include any applicable premium tax.

### **2.5.6 RATING PLANS**

Gregg County desires a casualty program written on an occurrence basis. Any claims-made offerings should have full prior acts. The current retro active date for Professional Liability is 10/01/1989 and should be maintained.

### **2.5.7 DIVIDENDS**

Where coverage is being quoted with dividend paying carriers, include both the gross premium and the premium after dividend.

### **2.5.8 WAIVER OF IMMUNITY**

All liability policies must include the following endorsements:

With respect to such insurance as is afforded by the policy it is agreed that:

1. The company will not use, either in the adjustment of claims or in the defense of suits against the insured, the immunity of the insured from tort liability except upon written request of the named insured.

2. The insured agrees that the waiver of the defense of immunity shall not subject the company to liability for any portion of a claim verdict or judgment in excess of the limits of liability stated in the policy.

### 2.5.9 EXCEPTIONS

Some of the coverage requested in the following specifications may not be afforded by all insurance carriers. Quotations with minor deviations from specifications will be considered.

### 2.6. EVALUATIONS

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine the overall responsiveness and qualification under the RFP.

The evaluation criteria will include the following, but may not be limited to the following:

- ✓ Vendor's past performance record with Gregg County
- ✓ Gregg County's evaluation of vendor's ability to perform
- ✓ Gregg County's experience with products RFP
- ✓ Special needs and requirements of Gregg County
- ✓ Vendors responsiveness to this RFP packet

Gregg County reserves the right to request additional information or clarifications from respondents or to allow corrections of errors or omissions. Proposals that meet requirements will be evaluated for a total of 100 points for the following criteria with points allotted for each criterion as follows. Gregg County reserves the right to conduct onsite interviews with the top proposers, which are deemed to be in the best interest for Gregg County.

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Quality of response	15
Proposed approach and plan to support Gregg County	15
Quality and detail of products and services proposed	15
Demonstrated Ability, including experience of firm and staff	15
Cost	15
References	15
Additional services offered	10
<b>TOTAL</b>	<b>100</b>

**NOTE:** Gregg County may select more than one proposer to perform the services. Upon conclusion of final negotiations with the successful Respondent, all Respondents submitting proposals in response to this RFP will be informed of the outcome.

Based on the review, proposals may be further evaluated through vendor presentations and discussion regarding their proposals. Discussions will cover cost, methods, and all other relevant factors. Gregg County reserves the right to request best and final offers. Proposals are subject to re-evaluation and scoring as a result of best and final offers (BAFO)

# RFP Forms



**VENDOR REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**REFERENCE ONE:**

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

**REFERENCE TWO:**

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

**REFERENCE THREE:**

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

## *Certificate of Interested Parties (Form 1295)*

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### **The Filing Process:**

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, and sign Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Gregg County Purchasing Agent, the completed Form 1295 **must** be submitted to Gregg County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Gregg County contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENT IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**BID SIGNATURE FORM**

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Gregg County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEGAL NAME AND ADDRESS OF RESPONDENT:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Tel. No. \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

**COMPANY IS:**

Business included in a Corporate Income Tax Return?     \_\_\_\_\_ YES     \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

Principal offices are in the city of \_\_\_\_\_

To: Vendors of Gregg County, Texas  
From: Kelli L. Davis, CPPB, Purchasing Agent  
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Attached, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

**Gregg County Clerk**

Gregg County Courthouse  
101 East Methvin, St. 200  
Longview, Texas 75601  
Ph: 903-236-8430

**Gregg County Purchasing Department**

Email: [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)  
Ph: 903-237-2684  
Fx: 903-237-2682

***Applicable Law***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



## Gregg County Purchasing Department

Kelli L. Davis, CPPB Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

Phone (903) 237-2684 Fax (903) 237-2682 [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)

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July 22, 2019

To: Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFP 2019-916 Property & Casualty Insurance Portfolio

Please run the following ad on Tuesday, July 23, 2019 and Sunday, July 28, 2019 in the Longview-News Journal.

### PUBLIC NOTICE

Sealed proposals will be received by the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on August 08, 2019, by 2:00 PM for RFP No. 2019-916 Insurance Portfolio for Gregg County. Late proposals will not be accepted. Specifications will be available on July 23, 2019 by visiting [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department web page, or request by e-mail at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us) or by calling (903)-237-2684. Payment will be made after items have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of Gregg County.