



REQUEST FOR PROPOSALS

RFP# 2018-808

*Insurance Consulting/Advisory Services
General Liability*

Gregg County, Texas

DUE DATE: Monday, March 05, 2018

BY: 2:00PM

Gregg County Purchasing Office
101 East Methvin Street, Suite 205
Longview, Texas 75601

Table of Contents

Cover Page	Page 1
Table of Contents	Page 2
Instructions	Pages 3-4
RFP Submission Requirements	Page 4
Standard Terms and Conditions	Pages 5-18
➤ Insurance Requirements	
➤ Bond Requirements	
➤ Criminal Background Checks	
Scope of Work	Pages 19-20
Respondent Questionnaire	Pages 21-23
Submission Requirements	Page 24
Evaluations	Page 25
RFP Forms Section	Pages 26-32
✓ Vendor References	
✓ Certificate of Interested Parties(HB1295)	
✓ Certification of Eligibility	
✓ RFP Signature Form	
✓ Conflict of Interest Information	
Exhibit A - Gregg County Benefits	

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 INSTRUCTIONS/REQUIREMENTS

- ❖ ***SUBMISSION OF PROPOSALS***: one jump/flash drive with proposal downloaded and **two (2) complete sets** of all RFP documents (original and one (1) copy) shall be sealed and **marked** RFP# 2018-808 Insurance Consulting Services.

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; Kelli Davis. Failure to comply with this guideline could result in disqualification from the RFP process.
- ❖ **All RFP's 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 respondents' 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 3:00pm, Tuesday, February 27, 2018. 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 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* 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.**

STANDARD TERMS AND CONDITIONS

Proposals are solicited for Insurance Consulting Services for Gregg County. **By returning this RFP with price(s) quoted and forms executed, Respondent's certify and agree to the following:**

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Gregg County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Statement of Work and Specifications shall be basis for termination by Gregg County of the final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this proposal or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the RFP. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
 - ✓ Be able to comply with any required or proposed delivery schedule.
 - ✓ Have a satisfactory record of performance.
 - ✓ Have a satisfactory record of integrity and ethics.
 - ✓ Be otherwise qualified and eligible to receive the award.
5. Invoices shall be sent to the Gregg County Purchasing Department, 101 East Methvin, St. 205, Longview, TX, 75601. Invoices must detail the materials/equipment/services delivered and **must reference the Gregg County Purchase Order Number.** Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Longview, Gregg County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Gregg County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Gregg County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Gregg County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Gregg County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be

subject to verification and approval by the purchasing agent. Thereupon, Gregg County will be released from its obligation to make further payments.

15. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposal tendered. Bids offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in proposal prices.
16. Gregg County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Gregg County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.
21. Gregg County reserves the right to terminate an agreement/contract at any time, without cause, upon ten (10) days written notice to Respondent. Upon termination, Gregg County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Gregg County shall not be liable for loss or reduction in any anticipated profit.

22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
24. Respondents must agree to provide the following information as part of this RFP:
 - ✓ Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
 - ✓ Name of contact person (single point of contact with the Respondent).
 - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the RFP until the rejection or award of the RFP/RFP.
25. Gregg County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposals which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Gregg County Commissioners Court. Gregg County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for RFP are solely those of the Respondent. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Gregg

County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.

29. Bidder understands and agrees that in returning a response to this RFP that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.
30. Proposals must be submitted on the forms provided. Proposals will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities– Gregg County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
32. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
33. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and

lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. Advertising - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Longview, Gregg County, Texas.
41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each vendor's proposal, including pricing and specifications shall remain valid for a minimum of 90 calendar days from the RFP due date.
43. All documents submitted as part of the vendor's offering will be deemed confidential during the evaluation process.

44. Subcontracting: The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.
45. Investigation of Conditions: Before submitting a proposal, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award:
 - 1) Gregg County reserves the right to reject any or all proposals and to waive any minor informality or irregularity in a proposer's response if deemed in the best interests of the County.
 - 2) Award of a contract (if any) resulting from this RFP will be made only by written authorization from Gregg County Commissioners Court.
47. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
49. All Hardware of any other item offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
50. Descriptions: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
51. Addendums: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Gregg County, Texas. Addendum will be posted on website for download, mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

52. Patents/Copyrights: The successful vendor agrees to protect Gregg County from claims involving infringements of patents and/or copyrights.
53. Contract Administrator: The Contract Administrator will serve as sole liaison between the Gregg County Commissioners Court and affected Gregg County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the RFP process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
54. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
 - (a) Name and address of successful vendor;
 - (b) Name and address of receiving department and/or location;
 - (c) Gregg County Purchase Order number; and,
 - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
55. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
56. Invoices must show all information as stated above, and will be issued for each purchase order.
57. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
58. Warranty: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
59. Remedies: The successful vendor and Gregg County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
60. Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

61. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**
62. ***Standard Insurance Policies Required:***
 - a. Commercial General Liability Policy
 - b. Automobile Liability Policy
 - c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Gregg County.
- e. All insurance policies shall be furnished to Gregg County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Gregg County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.

- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

63. **Workers Compensation Insurance** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident are required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the RFP statement of work and specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Gregg County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Gregg County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH Iran, Sudan, or any known foreign terrorist organizations

Effective September 1, 2018, Contractor/Vendor verifies that it/he/she does 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, 2018. Contractor/Vendor further verifies that it/he/she is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

BONDING REQUIREMENTS

If applicable, a bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Gregg County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

CRIMINAL BACKGROUND CHECKS

Any Courthouse projects will require vendors to enter sensitive security areas. These include, but are not limited to, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails.

The following will apply to awarded vendor personnel.

- The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

Scope of Work

Gregg County is seeking qualified professionals to provide insurance consulting services as it pertains to General Liability, Law Enforcement Liability Advisory Services for insurance and/or related services as warranted.

Potential consultant is to perform services related to the design, procurement process and overall administration of General Liability, Law Enforcement Liability, Advisory Services, voluntary benefits and other insurance related services that may be available from potential proposers.

Specific responsibilities include, but are not limited to:

1. Represent Gregg County in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions.
2. Meet with and provide reports to Gregg County representatives as it relates to plan performance, updates and other information.
3. Research and advise Gregg County on any new developments in relevant law and programs on an ongoing basis and ensuring the county remains in compliance with these new laws.
4. As requested by Gregg County, prepare bid specifications and solicit proposals from insurance markets, which specialize in government insurance plans as needed. Evaluate bids and bidders including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness. Providing a comparison of the bids received, identify the most cost-beneficial package from various bidders and recommend which plans overall fits the needs of Gregg County.
5. Provide ongoing service and support of insurance programs selected, including but not limited to support, installation and on-going day-to-day requests.
6. Review coverage documents for all plans, as applicable and make recommendations of county insurance.
7. Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes.
8. Advise Gregg County regarding “gaps” in coverage and/or inadequate coverage.

Scope of Work

General

A list of service requirements and engagement responsibilities include, but may not be limited to:

- Serve the County as an advisor regarding the County's insurance plan.
- Provide the County with insurance consulting services including, but not limited to the following:
 - ✓ Plan administration & claims services
 - ✓ Risk Management
 - ✓ Cost containment
 - ✓ Renewal negotiations
 - ✓ Contract analysis
- Prepare specifications/bid packet to be used in obtaining insurance proposals. The County will provide the awarded consultant with information on current liability policies and coverages and necessary information to complete the scope of services required
 - ✓ Evaluate insurance proposals and make recommendations for award
 - ✓ Claims audit and review
 - ✓ Budgeting recommendations
 - ✓ Act as the County's representative to insurance vendors; collecting information and making periodic presentations to Gregg County Commissioners Court as requested.
 - ✓ Provide periodic reports using claims data.
 - ✓ Meet periodically with the County's staff relating to levels of customer service received from carriers, and where required assist in problem resolution.
 - ✓ Review the general liability insurances and provide a written report containing:
 - a. An assessment of adequacy of the current coverages
 - b. An assessment of cost effectiveness of current coverages
 - c. Recommendations for additions to the scope of coverages and or coverage limits
 - d. Recommendations for reduction to the scope of coverages and or coverage limits
- Awarded consultant should begin work immediately upon contract execution
- Attend regular, special and emergency meetings at Gregg County, when required or requested.
- Attend all other meetings and bid related conferences that Gregg County deems necessary, and as required.
- Prepare and/or review and evaluate reports, applications, correspondence and bid documents as requested by Gregg County as required.
- Interact with applicable County personnel and other consultants/vendors and as required.

PROPOSAL INFORMATION

Gregg County Insurance is administered by the County Auditor's Office.

See the **Exhibit A – Gregg County Insurance Coverages**.

RESPONDENT QUESTIONNAIRE

Potential Respondents must provide the following information:

- 1) Provide a description of services; include size, number/location of offices and other pertinent information.
- 2) Describe organizational structure, and include overall history of firm/individual.
- 3) List the name, title, mailing address, telephone number, fax number, and e-mail address of the contact person authorized to negotiate on this proposal.
- 4) Provide total number of full-time employees that will work directly with Gregg County. Please include the responsibility, experience, licenses and qualifications of the individual(s) who will provide services to Gregg County.
- 5) Describe the types of clients and size of their organization to which your firm typically provides employee benefit program consulting expertise. Please include how many government entities your organization represents?
- 6) Please confirm your organization is not affiliated with any insurance company, third party administrative agency, or provider network.
- 7) Have any of the principals, or the firm, ever been named in a lawsuit? If so, please provide the details and outcome of these lawsuits.
- 8) Describe overall philosophy for servicing an account and commitment to customer service and quality assurance and describe what makes this customer service unique?
- 9) What makes the respondent different than other organizations? (Include any services not mentioned above)
- 10) Describe how respondent will determine areas of improvement and cost control solutions.
- 11) Describe any cost saving programs you have implemented for similar sized employers in the past five (5) years.
- 12) Describe process for handling large claim reviews and audits? Provide an example of a large claim review/audit result.
- 13) Describe the process your service team uses to review plan documents, contracts, summary plan descriptions and other legal agreements prior to submission to your clients for execution.

- 14) Detail ability to monitor and research regulatory and legislative developments at both the state and federal level, and how this will be communicated.
- 15) Does your firm provide service to help Gregg County with insurance claims issues? If so, is there a cost associated with this service?
- 16) Do you provide any reports associated with the utilization of this service? If so, please provide frequency and examples.
- 17) Describe how your firm serves as a liaison between insurance company and county staff to resolve insurance claim issues.
- 18) Does your firm provide any type of claim cost comparison service? If so, please explain. Is there a cost associated with this service?
- 19) Does your firm provide claims auditing? If so, how do you report claim recovery Return on Investment? Please provide examples.
- 20) Describe any technology support provided to your clients? Identify those that are a standard part of the consultant services and those that are provided at an additional fee. Please outline any additional fee structure(s).
- 21) Does your firm provide assistance and direction with the development of safety programs, etc.? Provide service fees.
- 22) Confirm your firm carries Professional Liability Insurance, Errors and Omission coverage and limits of coverage. Provide evidence that all applicable insurance coverage's and licenses are currently carried.
- 23) Outline the proposer's fee for services. Indicate any optional services also available and their costs.

Proposal Submission Requirements

This section outlines specific instructions for proposal submissions.

To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.

All proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

1. Qualifications & Experience –

- List experience in providing insurance consulting services
- Include resumes and any professional designations and affiliations, certifications and licenses.

2. References - Qualified applicants will be required to provide the following;

- Provide a list and/or a referral letter of at least three (3) references. For each reference, include the dates of service, name of the agency, contact name, telephone and email address.

3. Fee Structure-

Qualified applicants must offer proposed fee structures for the following:

- Provide a flat monthly fee stated in dollars (\$) per month for consulting services
- Provide a fee for any extra services your company can provide.
- Include any and all costs for your firm's services.

4. Proof of Insurance

- Please provide a certificate of proof insurance.

5. Financials/Litigation

- Include information on the firm/individual financial stability.
- Provide a list of litigation the individual or business has been involved in or a party to both civil and/or criminal.

6. Proposal: Include proposed plan and approach to support Gregg County by providing insurance consulting services. Include quality and details of your services. Include any additional services your company can provide.

7. Required Forms

- Completed forms with original Signatures. (See forms section of this document)
- Completed respondent questionnaire

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
- ✓ Location of Vendor
- ✓ 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.

Evaluation Criteria	Possible Points
Quality of response	20
Proposed approach and plan to support Gregg County	20
Demonstrated Ability, including experience of firm and staff	20
Cost	20
References	10
Additional services offered	10
TOTAL	100

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. Presentations may be requested by one or more vendors. Discussions will cover cost, methods, and all other relevant factors. Gregg County reserves the right to request best and final offers from some or all vendors. 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 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.

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is ***not*** on the Federal Government’s list of suspended, ineligible, or debarred contractors.

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

Signature: _____ **Date:** _____

Printed Name: _____

PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Gregg County after the official opening.

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

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this RFP will be ninety (90) calendar days unless a different period is noted by the Respondent.

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 bid opening.

Vendor hereby assigns to purchase any and 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 statement of work and specifications and any attachments contained in this RFP package. ***Failure to sign and return this form could result in rejection of the entire proposal.***

Signature _____ **X**

Company Name		
Address		
City/State/Zip Code		
Phone:	Office: Cell:	Fax: Email:
Print Name		
Job Title		

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
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 7th 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

February 5, 2018

To: Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFP# 2018-808 Insurance Consulting Service – General Liability

Please run the following ad on Tuesday, February 13, 2018 and Tuesday, February 20, 2018 Sunday February 25, 2018 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 Monday, March 05 by 2:00 PM for RFP No. 2018-808 Insurance Consulting Services – General Liability for Gregg County. Late proposals will not be accepted. Specifications will be available on 02/13/18 by visiting www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at 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.