



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 22-03

Project Title: Stop Loss Benefits

Proposal Closing Date: 10:00 A.M.(CST), Thursday , November 4, 2021

Electronic submittals are required: [Upload Submittal Here](#) .
No Proposals submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Division at purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Request for Proposal

1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Division. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will be considered Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix B. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. Contact Information

Mailing Address: City of Galveston, Purchasing Division, Room 300, PO Box 779, Galveston, Texas 77553

Physical Address: City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 300, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or contractor acknowledges that the solicitation is part of any resulting contract of the solicitation, as Exhibit A.

- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.
- F. Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

- G. In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Division of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

An award of a contract to a vendor(s) does not guarantee the vendor(s) that the City shall issue any Purchase Orders for the offeror's goods or services, or guarantee any particular volume use, number, or sales.

6. Proposal Submittal Requirements

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive. Submittals shall be submitted through the City of Galveston online portal at the URL address indicated in Appendix J. 3. Scope of Services – Special Conditions.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, by the City's online submittal portal, shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.

- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. The City only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in Appendix J. 3. Scope of Work – Special Conditions. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division at the following link [Upload Questions Here](#). The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. **Proposal Evaluation and Contract Award**

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.

- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix J – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective offeror who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the City of Galveston's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.

- ii. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester deliver, via electronic mail, the protest to relevant parties.
 - iii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
 - i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful Proposer violates any of the provisions of these specifications; or
 - iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A (pages 10 through 19) must be included in the submittal.

Appendix B – G (pages 21 through 26) all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|--|--|
| <input type="checkbox"/> Appendix B – Conflict of Interest
<input type="checkbox"/> Appendix C – House Bill 89 Verification
<input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix E – Nepotism Statement
<input type="checkbox"/> Appendix F – Non-Collusion Statement
<input type="checkbox"/> Appendix G – Certification Regarding Debarment |
|--|--|

Appendix J (pages 30 through 36) must be included in the submittal.

All Proposals delivered to the City of Galveston shall include this page with the submittal.	
RFP Number:	22-03
Project Title:	Stop Loss Benefits
Submittal Deadline:	10:00 A.M.(CST), Thursday , November 4, 2021
Submit Electronically: Upload Submittal Here	
<u>Proposer Information:</u>	
Proposer’s Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Phone Number:	Fax Number:
E-Mail Address:	
<u>Proposer Authorization</u>	
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____(day) of _____(month), _____(year)</p>	

Appendix A – Proposal Document (continued)

I. *REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION*

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City’s Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
TOTAL ALL LINE ITEMS			\$	\$

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2026) ESCALATION _____%

SECOND ADDITIONAL YEAR (FY 2027) ESCALATION _____%

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: _____; and the number of employees: _____.

D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # _____ - _____ - _____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): _____.

E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor’s emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase **No, Only the City can purchase.**

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. **Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax

withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting

officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend

and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: This section is intentionally left blank

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not 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, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix C - House Bill 89, 13, 19 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
 - a. Does not boycott Israel currently; and
 - b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Proposer's Printed or Typed Name

Proposer's Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

**Appendix G – Document 00435
The City of Galveston, Texas**

**PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 300
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style with a horizontal line at the end.

Michael W. Loftin
Assistant City Manager – Finance



ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.

Appendix J – Scope of Services

1. Project Title: Stop Loss Benefits

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division** at the following link : [Upload Questions Here](#)

Please note that the census and reporting will be released directly from HUB International. Contact Caroline Smith via email to request the reporting and census: caroline.smith@hubinternational.com. Any additional information in regards to this solicitation must be facilitated through the City of Galveston Purchasing Division

3. Special Conditions

Proposal submittals must be uploaded to the City’s online electronic submission portal here:

[Upload Submittal Here](#)

The file size limit for upload is 250 mb.

4. Proposal Evaluation Factors

Emphasis %	Factor
35	Cost
30	Claims Processing
15	Financial Responsibility
10	References
5	Integrated Systems / Technology Initiative
5	Claims Processing

5. Brand Manufacture Reference

The City has determined that any manufacturer’s brand defined in the Scope of Services meets the City’s product and support need. The manufacturer’s reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer’s brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City’s product and support needs.

6. Key Events Schedule

Proposal Release Date	October 12, 2021
Deadline for Submittal of Written Questions	October 22, 2021 @ 2:00 p.m. CST
Addendum Issued	October 27, 2021
Sealed Proposals Due to and Opened by City	November 4, 2021 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	November 2021

Anticipated Award Date

December 9, 2021

7. **Scope of Services**

Background

The City of Galveston (City) plan is self-funded and the open to all full time active employees of the City of Galveston and the Park Board. In addition, prior to July 1, 2021, the Port of Galveston employees were also eligible to enroll. The census and all reporting is broken out by each division (City, Park and Port). Remember, the Port employees are no longer covered under the plan and should not be included in the Stop Loss. The medical claims are currently administered by BlueCross BlueShield of Texas and the Pharmacy Benefit Manager (PBM) is Prime Therapeutics.

Assumptions are as follows:

1. The proposal is to be based on the current benefits.
2. The cost proposal is to be based upon the census provided with the RFP for a January 1, 2022 effective date.
3. All participants enrolled as of December 31, 2021 are to receive immediate coverage under the new plan. The City's enrollment records are to be the basis for "take-over."
4. Coverage for employees becomes effective the 1st day of the following month, and terminates at the end of the month in which the employer notifies the insurance provider. Retirees are eligible for continued coverage provided they had these benefits as of the day preceding the date of retirement.

ORDER OF PROPOSALS:

Proposals must be submitted through the City's online submittal portal.

[Upload Submittal Here](#)

Submittals must be in the following order: (label each section as follows)

1. Cover Letter: Including official name of the proposing firm (and/or third-party vendors), the address, phone number, and e-mail of the firm as well as the name(s) of the principal contact person. The cover letter must be signed by a person(s) authorized to bind the proposing firm.
2. Table of Contents: Include an index listing all contents and any included attachments.
3. Required Forms and Addenda: This section should include Exhibits A through G, Stop Loss Questionnaire, and any addenda. Any forms missing from this section will disqualify proposer from consideration.
4. Firm Background: This section should include a brief description of the firm as well as experience and qualifications of the person(s) who will be performing the services related to this Request for Proposals. This section should also include a general overview of the

firm's services as well as the extent to which the firm has experience in completing compensation studies in the past five years.

5. Proposed Work Plan: This section should contain an outline of the steps the firm proposes to meet the scope of services and a timeline for each step including completion. The work plan should indicate the time frame for project completion.
6. References: Provide at least 4 client references of similar sized and/or public sector clients with which the firm has worked in the past five years. Provide a contact person, telephone number, e-mail address, mailing address, and a brief description of the services provided by the firm to the client reference.
7. Cost Proposal

In this section please include an itemized list of all fees outlined in the Scope of Services.

Proposals will be opened and evaluated in private and will be kept confidential until an award is made.

Please note that the census and reporting will be released directly from HUB International. Contact Caroline Smith via email to request the reporting and census: caroline.smith@hubinternational.com. Any additional information in regards to this solicitation must be facilitated through the City of Galveston Purchasing Division

CITY OF GALVESTON STOP LOSS RATE HISTORY

STOP LOSS	2019-2020	2020-2021	2021
Carrier	BCBS	BCBS	BCBS
Specific Deductible	\$200,000	\$200,000	\$200,000
Contract Term	24/12	24/12	24/12
Coverages	Med/Rx	Med/Rx	Med/Rx
Specific Premium	\$101.54	\$108.57	\$116.87
Aggregate Corridor	120%	120%	120%
Aggregate Maximum	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Premium	\$1.87	\$1.87	\$1.87
Aggregate Factors Employee	\$795.03	\$1,016.00	\$1,070.63

STOP LOSS SUBMISSION FORM

	CARRIER	CARRIER	CARRIER
Specific Deductible	\$175000	\$200,000	\$225,000
Specific Contract Type	24/12	24/12	24/12
Specific Coverages	Medical / Rx	Medical / Rx	Medical / Rx
Specific Rates: Employee Employee & Family	\$ \$	\$ \$	\$ \$
Aggregate Corridor	125%	125%	125%
Aggregate Contract	24/12	24/12	24/12
Aggregate Coverages	Medical / Rx	Medical / Rx	Medical / Rx
Aggregate Premium	\$	\$	\$
Aggregate Factors: Employee Employee & Family	\$ \$	\$ \$	\$ \$
Minimum Attachment Point	\$	\$	\$
Other			
AM Best Rating			

The costs above are based upon the plan of benefits for the 2022 plan year, as outlined in the RFP. We understand that September 2021 claims will be released to responders on October 27, 2021 with the addendum, with a due date of November 4, 2021th for firm proposals.

Signature

STOP LOSS QUESTIONNAIRE

1. What is the Reinsurance carrier's current A.M. Best rating?
2. What is your average time to settle a Specific and/or Aggregate claim?
3. What information do you require to process a Specific claim?
4. What information do you require to process an Aggregate claim?
5. Do you require an audit of large hospital bills?
6. What type of proof of payment is required for Specific and Aggregate claims?
7. What is your definition of an "incurred claim"?
8. What is your definition of a "paid" claim?
9. How are advanced funded claims handled? Do you reimburse, then conduct an audit? What is the turnaround time?
10. How do you provide reimbursement once a claim exceeds the Specific deductible?
11. To what extent are you amending your Stop Loss policies due to the ACA, including the external review process and the independent review organizations?
12. What is your company's position with respect to determinations made by IROs?
13. If a claim goes to external review, and an IRO decides that the claim is valid, will your company honor that determination?
14. Does your company have to approve the IROs that plan sponsors elect to utilize?
15. Define clearly the terms and conditions of your contract as they apply to the contract termination.
16. Describe how you will treat ongoing claims as of the inception date of a contract.
17. Will your company agree not to lapse at renewal?
18. What portion of the policy risk does the reinsurer retain?
19. What portion of the policy risk does the Managing General Underwriter retain?
20. If the MGU cedes any portion of the policy risk to any other person or entity, please identify those persons or other entities, providing the names and addresses.
21. Please provide an explanation of any unusual competitive provision or restrictions in your proposed contract, such as organ transplant coverage.

22. Please confirm that:

- a) The policy covers dependents as well as the subscribers who are covered under the plan.
- b) There are no exclusions for those plan members who are not actively at work, but are on approved leave, vacation or other leave approved by the employer.
- c) Your contract mirrors the underlying plan document.