



REQUEST FOR PROPOSALS (RFP)

Emergency Medical Service- Billing and Collections RFP #18-029

The City of League City is now accepting sealed proposals for a Compensation and Classification Study.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Tuesday, June 5, 2018**. (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of League City, City Hall Executive Conference Room, 300 W. Walker Street, League City, TX 77573. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: #18-023 Emergency Medical Services- Billing and Collections

DELIVERY ADDRESS: Please submit one (1) marked original and four (4) exact duplicate copies of your complete proposal along with one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 8:00 am to 6:00 pm
Friday: 8:00 am to 12:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Gwynetheia V. Pope, Senior Buyer, at purchasing@leaguecitytx.gov The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of League City reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Friday May 30, 2018 by 12:00 p.m.



**City of League City
Request for Proposal #18-029
Emergency Medical Services- Billing & Collections**

1. Introduction:

- 1.1 The City's primary objective with regard to EMS billing and collection of fees is to maintain the highest standard of service and professionalism in communications with the public while maximizing net revenue to the City.
- 1.2 Proposals are invited from all interested and qualified companies (Offerors) to provide billing and collection services for EMS fees charged to individuals for services rendered. Specifically, the City is soliciting proposals for the services of a Contractor to bill and collect all "current" and "past due" fees incurred after the award of the RFP.
- 1.3 The successful Contractor will assume complete responsibility for his own billing system, including all necessary equipment, training, and technical support; and for receiving and translating transport records from the City's system into collectible accounts. This process includes locating and billing EMS service recipients, individual and/or third party clients, filing and collecting from Medicare/Medicaid, private insurance claims and receiving and processing payments (including prompt notification to the City regarding refunding of duplicate payments or overpayments).
- 1.4 The contract will also require reporting delinquent accounts to a City-designated Collection Agency and collecting payments, including the upcharge, for those delinquent accounts; resolving fee-related inquiries and complaints from EMS users, negotiating payment plans and reporting all such activity to the City with the necessary supporting documents.



2. Background Information:

2.1 General

League City is a home-rule, incorporated city with a 2017 population of approximately 102,635. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in north Galveston County southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage.

The city is governed by a Council/Manager form of government and municipal services are provided by 584 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and one Assistant City Manager.

2.2 The City's EMS Department has been an Advanced Life Support (ALS) EMS service for over 25 years. The Service managed billing and collection of fees in-house from 1984 through 1994. Since 1994, the billing and collection of fees have been outsourced. The City currently has five (5) Mobile Intensive Care Units (MICU) and multiple First Response vehicles. The City will add more units in the future, as needed, to meet the increasing call and transport volume.

2.3 Current EMS base rates for patient transports are as follows:

Basic Life Support (BLS)	\$700.00
ALS	\$800.00
ALS 2	\$900.00

Current EMS base rate for "Response/No transport" is:	\$150.00 Current EMS
base rate for mileage is:	\$21.00 per mile

2.4 The EMS averages three hundred sixty (360) billable call per month

2.5 The City currently utilizes ESO Solutions, which includes the hardware, software, and annual software license cost.



3. Scope of Work:

- 3.1 There are several activities associated with providing the Billing and Collection services required by the City. The scope of work set forth in the RFP is broken out into the following requirements:

SECTION	TOPIC	SERVICES THAT:
3.2	General	Apply as General requirements in the scope of work
3.3	Billing	Applies primary to the Billing function of the scope of work
3.4	Collections	Applies primary to the Collections function of the scope of work
3.5	Operations	Applies primary to the Operation function of this scope of work

3.2 GENERAL REQUIREMENTS

- 3.2.1** The successful Contractor will provide a continual review of Medicare, Medicaid, and insurance company policies, procedures, and changes to immediately incorporate new requirements or changes into the collection effort while making appropriate recommendations to the EMS Chief or his designee to maximize recoveries for the City.
- 3.2.2** The successful Contractor will bill the City a **Flat Fee** per billable call.
- 3.2.3** The successful Contractor will meet with the EMS Chief or his designee annually to review reports, performance, recommendations and any other important information.
- 3.2.4** The successful Contractor will adhere to and implement current privacy standards of Health Insurance Portability and Accountability Act (HIPAA) requirements; follow national electronic data interchange (EDI) standards; and use national standard codes, such as: Healthcare Common Procedural Coding System (HCPCS), Current Procedural Terminology (CPT), and Current Dental Terminology (CDT).
- 3.2.5** The successful Contractor will provide training for key EMS personnel at the City EMS facility or at the Contractor's facility. Training should cover topics such as Medicare updates and documentation.
- 3.2.6** The successful Contractor will follow provisions of the Affordable Healthcare Act.



3.3 BILLING:

- 3.3.1 The successful Contractor will ensure that the personnel handling the City of League City will be certified in ambulance coding.
- 3.3.2 The successful Contractor will respond to the City's request for billing changes within forty-eight (48) hours.
- 3.3.3 The successful Contractor will send refund requests to the EMS Chief or his designee in a timely manner. The City will send the issued refund to the Contractor, who will post it to the patient's account. The Contractor will then forward the refund to the recipient with any backup paperwork necessary.
- 3.3.4 The successful Contractor will be responsible for obtaining missing data necessary for billing from either the receiving hospital or from the patient by telephone or in person. Using the U.S. Postal Service for such inquiries is discouraged and only viable if telephone contact numbers are unavailable.
- 3.3.5 The successful Contractor will mail bills within four (4) business days after the patient receives services from the City's EMS Department and will send monthly follow-up bills, per section 3.4.3 of this RFP.
- 3.3.6 The successful Contractor will provide, receive and process, in a timely manner all insurance claim information submitted by patients and meet all deadline submission requirements of all insurance providers. All penalties for late submission will be paid by the Contractor. Functions will include assisting patients with claim preparation, proper assignment of claim, correction, re-filing of rejected claims and prompt refunding of duplicate payments and overpayments.

3.4 COLLECTIONS:

- 3.4.1 The successful Contractor will negotiate payment options for patients according to the Medicare allowable, including a monthly payment plan when the patient is unable to make payment in full.
- 3.4.2 The successful Contractor will provide a P.O. Box for all payments to be received and will receive and post the payments to the patient accounts. The payments will be directly deposited into a designated account set up and controlled by the City. Other options will be evaluated and approved by the City. The City will immediately notify the Contractor if a payment is returned as insufficient funds.
- 3.4.3 The successful Contractor will supply a listing of delinquent accounts to the EMS Chief or his designee, via electronic format, that have not responded to the collection efforts as the accounts are going into the fourth month of billing. The listing will be in MS Excel, MS Word, or PDF Format. The Information will include documentation of the collection efforts on each account that will automatically be sent to the



City's designated Collection Agency by the sixth (6th) month of billing if no response is received from the patient after the fifth (5th) month.

3.5 OPERATIONS:

3.5.1 If the payor (Medicare, Medicaid) utilizes electronic funds transfer, the City will provide a bank account to which the City alone will have signature authority. The City will scan and send an electronic copy of the deposit to the successful Contractor on a daily basis so that payments can be posted daily to the patient's account.

3.5.2 The successful Contractor will respond to and resolve all EMS transports/patient inquiries and complaints regarding the billing and collection of EMS fees.

3.5.3 The successful Contractor will meet the City's response criteria of contacting the patient within one (1) working day to acknowledge that the case is being reviewed and will follow-up once per week with a phone call until resolution.

3.5.4 If, in the EMS Chief's determination, the selected Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

3.5.5 The selected Contractor will provide monthly reconciliation of number of transports processed versus those received.

3.5.6 The successful Contractor will have the billing completed for any given month and invoice submitted to the City no later than the 28th of following month.

4.0 REPORTING REQUIREMENTS:

4.1 All reports will be in MS Excel, MS Word, or PDF Format. All common data listed in reports should balance from one report to another. Detailed reports of individual accounts or transactions that support the above data should be available upon request for such purpose as audits on the contractor's account, business practices and operational compliance. The Contractor's willingness and flexibility to develop reports not specified will be a consideration in evaluating the proposal. Below is a list of the minimum requirements



- * Accounts Receivables, including:
- * The beginning balance; all EMS charges billed; payments received; any adjustments; and the ending accounts receivable balance
- * Aged Trial Balance of outstanding EMS accounts
- * Summarized, historical report of the selected Contractor's performance, including:
- * The number of runs billed; EMS fees billed and collected; the patient category, i.e., self-pay, private insurance, Medicare, Medicaid; and the collection rate, both gross and net
- * Summary of refunds for overpayment
- * Detailed report of all charge adjustments
- * Summary of bad debt and non-allowable write-offs

4.1.1 The successful Contractor will gather, extract and transmit data to satisfy the reporting requirements of the City's EMS Department to the Texas Trauma Registry and the Texas Department of State Health Services.

5.0 TECHNICAL REQUIREMENTS:

- 5.0.1 The City's EMS Department uses Zoll Data's RescueNet ePCR. The Contractor must have the following to be compatible with the City of League City's EMS ePCR system:
- 5.0.2 The Operating System must operate on any 32-bit Windows operating systems.
- 5.0.3 The Operating System must use a Microsoft SQL-based Management system.
- 5.0.4 The Operating System should operate on non-proprietary IBM compatible PCs.
- 5.0.5 The Operating System should support thin client technology (e.g., MS Terminal, Citrix).
- 5.0.6 The Operating System must not prohibit the use of other programs on PC stations (e.g., MS Word, WinFax).
- 5.0.7 The Operating System should incorporate standard Windows functionality such as menus, button bars and right-click context menus to perform common functions.



- 5.0.8 The Operating System should support multiple displays, and have the ability to center dialogs on a single display such that dialogs are not cut between monitors

5.1 General Requirements:

- 5.1.0 The successful Contractor must have the ability to complete an audit trail for all transactions with date, time and user.
- 5.1.1 The successful Contractor must have the ability to post payments as a batch or individual payments.
- 5.1.2 The successful Contractor must have the ability to classify clients in groups, set expiration dates, and to report on groups (e.g., HMOs members, nursing home patients).
- 5.1.3 The successful Contractor must have the ability to store physicians National Provider Identifier (NPI), Unique Physician Identification Number (UPIN), insurance and license information.
- 5.1.4 The successful Contractor must have the ability to print invoices by patient, payor, or user preference.
- 5.1.5 The successful Contractor must have the ability to set up time payment accounts.
- 5.1.6 The successful Contractor must have the ability to assign accounts to users by payor for collection.
- 5.1.7 The successful Contractor must have the ability to automatically write off account balances as defined by payor, once account reaches predefined balance.
- 5.1.8 The successful Contractor must have the ability to accept assignment by payor or individual account.
- 5.1.9 The successful Contractor must have the ability to easily modify/edit a customer or trip by user.
- 5.1.10 The successful Contractor must have the ability to accept all electronic remittance advices in ANSI 835 format
- 5.1.11 The successful Contractor must have the ability to submit claims electronically to Medicare, Medicaid and private insurance using ANSI 837 format.
- 5.1.12 The successful Contractor must have the ability to default charges and credits by call type.
- 5.1.13 The successful Contractor must have the ability to use a clearing house for submission of claims (e.g., Zirmed, Gateway EDI).
- 5.1.14 The successful Contractor must have the ability to integrate with field data collection devices (e.g., Tablet PCR).



- 5.1.15 The successful Contractor must have the ability to have unlimited payors per customer.
- 5.1.16 The successful Contractor must have the ability to provide internal set up and tracking of Healthcare Common Procedural Coding System (HCPCS) and International Classification of Diseases, 9th Revision (ICD-9) codes.
- 5.1.17 The successful Contractor must have the ability to define schedules by payor (e.g., Medicare, Medicaid, private insurance).
- 5.1.18 The successful Contractor must have the ability to define the collection process, with ability to generate all appropriate letters and notices.
- 5.1.19 The successful Contractor must have the ability to verify the process for payor specific requirements as a pre-billing process.
- 5.1.20 The successful Contractor must have the ability to define security for each user, by System Administrator.
- 5.1.21 The successful Contractor must have the ability to allow for transfer of data using comma delimited ASCII files (e.g., transfer of patient data to Collection Agency).
- 5.1.22 The successful Contractor must have the ability to provide for a permanent and temporary address for the patient.
- 5.1.23 The successful Contractor must have the ability to record the treating and referring physician.
- 5.1.24 The successful Contractor must have the ability to monitor employee productivity through reports
- 5.1.25 The successful Contractor must have the ability to provide End of Period Reports and the ability to reproduce reports at user discretion.
- 5.1.26 The successful Contractor must have the ability to scan documents (e.g., run reports, Medicare signatures).
- 5.1.27 The successful Contractor must have the ability to store charges and credits with effective dates, and system capability of using correct data by date of service (e.g., Inflation Indexed Charge (IIC) increase from Medicare).
- 5.1.28 The successful Contractor must have the ability to run reports automatically at user discretion.
- 5.1.29 The successful Contractor must have the ability to store certification number (e.g., Medicaid approval number for non-emergency trips).



- 5.1.30 The successful Contractor must have the ability to provide quick reference for last service date and last statement date.
- 5.1.31 The successful Contractor must have the ability to default primary and secondary schedules by payor (e.g., Medicare, Medicaid).
- 5.1.32 The successful Contractor must have the ability to identify user for duplicate social numbers and payors.
- 5.1.33 The successful Contractor must have the ability to identify how a patient is admitted.
- 5.1.34 The successful Contractor must have the ability to bill for multiple companies.
- 5.1.35 The successful Contractor must have the ability to track deductibles that were applied towards a payment.
- 5.1.36 The successful Contractor must have the ability to track check number, check date, receipt number, and deposit date when posting payments and credits.

5.2 FUNCTIONAL REQUIREMENTS:

- 5.2.1 The successful Contractor must have the ability to post credits by line item charge.
- 5.2.2 The successful Contractor must have the ability to allow for single print of bills and receipts on demand.
- 5.2.3 successful Contractor must have the ability to edit line item charges
- 5.2.4 The successful Contractor must have the ability to quickly reference patient status; number of trips; balance of each trip.
- 5.2.5 The successful Contractor must have the ability to place accounts automatically in a collection schedule for review.
- 5.2.6 The successful Contractor must have the ability to reference contact name and phone number by payor.
- 5.2.7 The successful Contractor must have the ability to print invoices by patient, payor, or user preference.
- 5.2.8 The successful Contractor must have the ability to show aging of accounts by user preference (e.g., trip date, pay date, bill date).
- 5.2.9 The successful Contractor must have the ability to provide default notes for ease of data entry (e.g., patient bedridden).



- 5.2.10 The successful Contractor must have the ability to recall a batch and reproduce if necessary (e.g., batch not received by Medicare, printer jam).
- 5.2.11 The successful Contractor must have the ability to search for patient by name, payor, social security number, call number, date of service, responsible party, legal representative.
- 5.2.12 The successful Contractor must have the ability to provide on-line help with search capabilities.
- 5.2.13 The successful Contractor must have the ability to schedule phone calls by user for collection and/or information purposes.
- 5.2.14 successful Contractor must have the ability to define charges, credits and adjustments.
- 5.2.15 The successful Contractor must have the ability to record and report on statistical information (e.g., procedures, medications, patient history).
- 5.2.16 The successful Contractor must have the ability to provide a choice of forms for use (e.g., private bills, self mailers and invoices).
- 5.2.17 The successful Contractor must have the ability to provide area for call notes and collection notes.
- 5.2.18 The successful Contractor must have the ability to automatically provide date, time and user when entering notes.
- 5.2.19 The successful Contractor must have the ability to provide facility name, departments and callers (e.g., Methodist Hospital, Surgical Floor, Jane Smith, Social Worker).
- 5.2.20 The successful Contractor must have the ability to print forms by payor, date range and ability to test a form prior to printing a batch.
- 5.2.21 The successful Contractor must have the ability to track total charges, expected amounts and cost amounts for full billing and reporting of these items.

5.3 REPORTING:

- 5.3.1 The system must have the ability to interface with a standard Windows reporting package (e.g., Crystal Reports).
- 5.3.2 The system must have the ability to provide a data dictionary for database fields so that users need not know the field and tables layout to report on data elements.



- 5.3.3 The system must have the ability to allow for the cloning of standard reports for use as report templates.
- 5.3.4 The system must have the ability to allow for the capture of report scripts for automated report launching.
- 5.3.5 The system must have the ability to provide a number of standard reports with a minimum of the following:

Aging Summary

Charge Detail

Credit Detail (including cash and adjustments)

Call

User Activity

Aging with Detail

Credit Summary

Charge Summary

End of Period reports and ability to reproduce reports at user discretion

Detail Accounts Receivable at month end

5.4 **SUPPORT:**

- 5.4.1 The successful Contractor will have emergency support available twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- 5.4.2 The successful Contractor must provide a list of the hours of general support.
- 5.4.3 The successful Contractor must provide a list of the response time for emergency support.
- 5.4.4 The successful Contractor must provide a list of the cost of contracted support.
- 5.4.5 The successful Contractor must provide a list of the remote dial-in requirements.
- 5.4.6 The successful Contractor must provide a list of the availability of internet or e-mail support.



5.4.7 The successful Contractor must provide a specific point of contact for all IT concerns.

5.4.8 The successful Contractor must provide a specific primary and back-up point of contact for all contract-related concerns.

6.0 **CONTRACTOR CLOSEOUT PLAN:**

6.0.1 The Contractor shall provide a Contract Closeout Plan. Describe tasks, timelines, milestones and deliverables for transferring the Contractor's duties under the contract to a new contractor at the expiration/ termination of the contract. The Contract Closeout Plan shall address the transition of all Contractor duties to a successor contractor and shall include transition procedures for the duties of data collection and transmission, reporting, invoicing, payment receipts and deposits. The Contract Closeout Plan shall also address invoice payments on outstanding invoices and fee allocations on payments received after contract expiration/termination.

7.0 **Contract Terms and Conditions:**

7.1 General

It is anticipated that this contract is for completion of services within four (4) months of selection (proposers to submit schedule), with extension terms available, upon mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.

7.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

7.3 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.



This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

8.0 Instructions to Bidders:

8.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.

The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. 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. It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

8.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: May 21, 2018

Deadline for Submitting Questions: May 30, 2018, 12:00 p.m.

Proposal Submission Deadline: June 5, 2018, 2:00 p.m.

Selection Process: June 11-15, 2018

Presentations from finalists: June 19-21, 2018

Planned Award of Contract:

Planned Notice to Proceed Issued: Week of:



8.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

8.4 **TAB A – Qualifications and Experience**

- 8.4.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.
- 8.4.2 Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
- 8.4.3 Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
- 8.4.4 Describe the experience of the firm in the last sixty (60) months in performing consulting services in similar size and scope.

8.5 **TAB B – Project Methodology**

- 8.5.1 Provide an estimated timeline to complete the proposed work.
- 8.5.2 Include the total number and types of meetings anticipated by the consultant that will affect the various groups of the city (Human Resources, management team, directors and managers and employees) during the course of the work including time for questionnaire completion.
- 8.5.3 Include the number of firm personnel (their roles or desired skill set) and total number of hours anticipated of city staff.
- 8.5.4 Provide a work plan that must describe the firm's methodology, including a detailed project plan and time frames from the award date to implementation.
- 8.5.5 The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals. Factors to be considered include, but are not limited to, market definition and use of standard surveys versus customized surveys.
- 8.5.6 Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.
- 8.5.7 Please submit a brief description of how the non-Civil Service positions will be evaluated to determine current duties and responsibilities.



8.6 **TAB C – Pricing and Fees**

8.6.1 The proposals shall provide a breakdown of fees for each phase of the project including an itemization of all costs (i.e., applicable hourly rates, training, travel and per diem, etc.).

5.6.2 The proposal shall include an hourly fee schedule for additional services required for successful completion of this project but not specifically identified in this RFP or optional services that may enhance the City's benefit.

8.7 **TAB D – References**

5.7.1 Provide references for similarly successful projects from five (5) governmental agencies, including the name of the agency, contact name, telephone and email address.

5.7.2 Include names and telephone numbers of persons whom the City of League City can contact for references regarding the firm's past performance on similar projects.

8.8 **TAB E – Conflict of Interest**

8.8.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. The form can be located at the Texas Ethics Commission website:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm



By doing business or seeking to do business with the City of League City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of League City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council: Mayor		Pat Hallisey
	Councilmember	Dan Becker
	Councilmember	Hank Dugie
	Councilmember	Larry Millican
	Mayor Pro Tem	Todd Kinsey
	Councilmember	Greg Gripon
	Councilmember	Keith Gross
	Councilmember	Nick Long
City Staff:		
	City Manager	John Baumgartner
	Assistant City Manager	Ogden "Bo" Bass
	Assistant City Manager	Michael Kramm
	Fire Chief	Gary Warren
	EMS Chief	James Fisher
	Assistant EMS Chief	Nicole Smith



8.9 **TAB H – Certification**

8.9.1 See Page 11.

8.10 **Additional Information**

League City will provide the following to the successful proposer in electronic format:

8.10.1 Current Pay Plan – Non-Civil Service

8.10.2 Current Pay Plan – Civil Service

8.10.3 Samples of Current Job Descriptions

8.10.4 Wage, Salary, and Benefit information as required



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder/proposer certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1_____	Addendum #2_____	Addendum #3_____
Addendum #4_____	Addendum #5_____	Addendum #6_____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY:	_____
REPRESENTATIVE's NAME:	_____
REPRESENTATIVE's TITLE:	_____
MAILING ADDRESS:	_____
CITY, STATE, ZIP:	_____
PHONE & FAX NUMBERS:	_____
E-MAIL ADDRESS:	_____
AUTHORIZED SIGNATURE:	_____
DATE:	_____



6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 **Qualifications and Experience – 25 pts**
 - 6.1.2 **Project Design and Methodology – 25 pts**
 - 6.1.3 **Rates, Fees and Expenses – 40 pts**
 - 6.1.4 **References – 10 pts**
- 6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- 6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in proposal response.

This AGREEMENT ("Agreement") is entered into by and between [REDACTED] ("Contractor"), located at [REDACTED] and City of League City ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as [REDACTED].
2. **Term and Termination:** This Agreement shall begin on [REDACTED], and shall terminate on [REDACTED]. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for [REDACTED] renewal option(s) with a term of [REDACTED] year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in Exhibit A, attached and incorporated for all purposes. In no event shall the total compensation exceed \$[REDACTED] during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor [REDACTED] is required/[REDACTED] is not required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only:



Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and

deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.

6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.

7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.

8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.



9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.

10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.

12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY , AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**

13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.



15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.



23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract 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, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions
27. related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code



(Remainder of page intentionally left blank -signature block on next page)



Executed this _____ day of _____, _____.

_____ - “Contractor”

(Type Name and Position)

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:



Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Note: Modification of this Form requires approval by the Office of the City Attorney.



EXHIBIT "A"

(DESCRIPTION OF SERVICES/PRODUCTS AND PRICING)

1. Services:

Contractor will serve as:

2. Deliverables:

Contractor will deliver the following (Attach additional sheet, if necessary):

- 1.

- 2.

- 3.

- 4.

- 5.

- 6.

- 7.

- 8.

- 9.



EXHIBIT "B"

COMPENSATION1. **Compensation (Select one item):**

☐ Contractor shall be paid a fee of _____ per person for a not to exceed amount of _____ for services.

OR

☐ Compensation shall be based on a **daily rate** of _____ dollars (\$_____) for _____ (____) days between _____ and _____, _____ (year).

OR

☐ Compensation shall be based on an **hourly rate** of _____ dollars (\$_____) for a total amount of _____ (____) Service hours.

Total compensation paid by CITY to Contractor for Services shall not exceed _____ dollars (\$_____), which amount does not include applicable sales tax or reimbursable expenses (below), without the express written consent of CITY.

Compensation will be made upon completion of services and in accordance with the Texas Prompt Payment Act.

2. **Reimbursable Travel Expenses:**

Reimbursable Travel Expenses under this Agreement and charged to CITY will not exceed _____ dollars (\$_____):

Reimbursable Expenses included in this agreement are listed as follows:



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the



indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;

Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.

Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;

Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguecity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.



CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or

inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

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

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers.



By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St., League City, TX 77573, accountspayable@leaguecity.com and shall reference the City of League City approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been



deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost

savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, not withstanding that every item or contingency is not specifically mentioned herein.



CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>

Please sign and return the compliance agreement which addresses the State of Texas House and Senate bills discussed below.

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the City to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of League City House Bill 89 Verification

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, 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” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date