

City of Bellaire

REQUEST FOR PROPOSALS (RFP) FOR

**MEDICAL & PHARMACY CARRIER AND ANCILLARY PRODUCTS CARRIERS TO
INCLUDE DENTAL, VISION, LIFE, ACCIDENT, DISABILITY, VOLUNTARY WORKSITE
PRODUCTS**

RFP No. 24-004

Proposal Due: Thursday, August 1, 2024 @ 10:00 a.m. CDT

**CITY OF BELLAIRE, TEXAS
7008 SOUTH RICE AVENUE
BELLAIRE, TX 77401**

Contact: Melanie A. Glaze

Phone Number: 713-662-8271

Email Address: hr@bellairetx.gov

CITY OF BELLAIRE

REQUEST FOR PROPOSALS (RFP)

MEDICAL & PHARMACY CARRIER AND ANCILLARY PRODUCTS CARRIERS TO INCLUDE DENTAL, VISION, LIFE, ACCIDENT, DISABILITY, VOLUNTARY WORKSITE PRODUCTS

GENERAL INFORMATION

The City of Bellaire is seeking proposals for medical and pharmacy carriers, as well as ancillary products carriers, which encompass dental, vision, life, accident, disability, and voluntary worksite products. The purpose of this RFP is to solicit competitive proposals from qualified carriers to provide comprehensive coverage and services in these areas. The document outlines the requirements, criteria, and evaluation process for potential proposers to submit their proposals, including deadlines, submission guidelines, and any other pertinent information.

The City will not reimburse the responding firms for any expenses incurred in preparing proposals, clarification of a response, and/or oral presentations which may be, at its discretion, required by the City.

To be considered, the vendor must submit one (1) unbound original, three (3) bound duplicates, and one (1) electronic copy in PDF format to be provided on one (1) USB compatible flash drive, properly labeled with the RFP number on all submitted items, in a sealed package, and be received by the City Clerk at 7008 South Rice Avenue by **10:00 a.m. CDT on Thursday, August 1, 2024**. Proposals received after this time will not be considered and will be returned to the proposer unopened. It shall be the proposer's responsibility to ensure that their proposal is received by the City Clerk within the time limit indicated. It is the proposer's responsibility to ensure that they have received all addenda related to this proposal. The City reserves the right to reject any or all proposals submitted and to resolicit for services.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to negotiate all elements of the proposal to ensure that the best possible consideration is afforded to all. The City also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

AS STATED IN THIS REQUEST, THE FIRM MUST FOLLOW ALL THE INSTRUCTIONS IN THIS REQUEST FOR PROPOSAL IN ORDER TO BE CONSIDERED FURTHER.

Scope of Work and Specifications

The City of Bellaire (hereinafter referred to as the “City”) is requesting proposals from insurance carriers to provide services related to our employee benefit package offering. This includes, but is not limited to, services related to: health (including prescription plans), dental, vision, group life/AD&D, and long term disability

The City of Bellaire, founded in 1908, is a small city within the Houston-Sugarland-Baytown metropolitan area. Bellaire serves a population of 16,983 as of the year 2021. The city is governed by a Council/Manager form of government and municipal services are provided by 190 full-time equivalents including Police, Fire and Public Works employees. The City Council is an elected body consisting of the Mayor and six Council Members. The City Manager is responsible for all functions of the city government.

Please note that all Full-Time Police, Fire and Public Works employees are considered “regular employees” for the purposes of the benefits plans at the City of Bellaire and will be covered under any contracts for these services which are submitted. In addition, the City of Bellaire allows retirees which have the appropriate length of service with the City of Bellaire (defined in the City of Bellaire’s Retiree Plan) to continue their medical plans until they reach Medicare eligibility age. In addition, “Special Retirees” which are the surviving dependents of first responders (Police and Fire) who have been killed in the line of duty and are allowed to continue Medical, Dental and Vision plans like any full-time regular employee until Medicare eligibility age or normal plan dependent child limiting age.

Current Enrollment

Basic Life/AD&D / LTD	160
Medical EPO / HDHP / KELSEY HMO	157 – 36 EPO / 83 HDHP / 38 HMO
Dental Low / High	152 – 82 DHMO / 70 DPPO
Voluntary Life – Employee / Spouse / Child	81 – 81 Employee / 20 Spouse / 75 Child
Vision	154
Total Eligible Fire / Police	56 in the two departments – see census for job titles

The City Current contribution strategy is listed below: (*Please note this may change slightly for 2025 plan year*)

- Medical – 100% employee cost / 90% Dependent Cost on the KelseyCare HMO Plan
- Medical – 99% employee cost / 80% Dependent Cost on the HDHP Plan
- Medical – 98% employee cost / 80% Dependent Cost on the PPO Plan
- Dental – 100% of the DHMO plan for EE Only and dependents / employees pay the difference for the buy-up plan
- Vision – 100% of the Employee Only (Currently 100% Employer Paid)
- Basic Life/AD&D and LTD are 100% City paid

I. Medical Plan – Aetna

The City is requesting Fully Insured and/or Level Funded proposals. The City currently provides a contribution of \$650 into the HSA account for each employee who completes the City’s wellness program requirements

annually and an additional \$650 for each covered spouse who completes the wellness program requirements. Members covered as Employee + Child receive the Full \$1,300 (family) contribution if the Employee completes the wellness requirements. Members covered under the HMO or PPO plan receive a "premium credit" for completing the Wellness program requirements.

The City currently offers one (1) EPO Plan and one (1) HDHP and one (1) KelseyCare HMO for a total of 3 plans with a pooling level of \$125,000. The SBCs and experience information is included. The City added the KelseyCare HMO for the first time on January 1, 2024. The City will consider an ACO strategy since all employees are in the general Houston area. The recently added Kelsey Seybold ACO option was very popular so please make sure to quote an HMO / ACO option which includes Kelsey if you have that available. The City considers this ACO Option as its "CORE" Option currently. Please provide rates for the following plan designs and provide alternates which you feel might be best for controlling costs and reducing premiums without having a tremendous impact on the City's members from an Out-of-Pocket standpoint.

SBCs are included:

Rates / Contributions for AETNA 2024:

2024 Triple Option - Aetna with Kelsey Care					
Aetna					
HDHP/HSA TX21 OAMC 3000 90/50 HSA RX3 Fully Insured N/A N/A	EPO TX21 OAEPO 2000 80 RX2 Fully Insured N/A N/A	Kelsey Care HMO 3000 Ded 70/RX1 Fully Insured N/A N/A			
High Deductible Health Plan with HSA PayFlex Yes	Traditional PPO N/A None	HMO N/A None			
\$3,000 \$6,000 90%	\$2,000 \$4,000 80%	\$3,000 \$6,000 70%			
100% ; no ded. 90% After Ded.	100% ; no ded. \$25 / \$50	100% ; no ded. \$25 / \$50			
90% After Ded. 90% After Ded. 90% After Ded.	80% After Ded. \$75 80% After \$300 Copay	70% After Ded. \$75 \$250 Copay			
90% After Ded. 90% After Ded.	80% After Ded. \$75	70% After Ded. \$75			
\$3,500 \$7,000	\$4,000 \$8,000	\$6,000 \$12,000			
Advanced Control Formulary Aetna Insured 100% After Ded. \$15/50/\$90/\$200/\$200 After Ded. \$37.50/\$125/\$225/N/A/N/A, After Ded.	Advanced Control Formulary Aetna Insured N/A \$10/\$35/\$70/\$200/\$200 \$25/\$87.50/\$175/N/A/N/A	Advanced Control Formulary Aetna Insured N/A \$10/\$35/\$70/\$200/\$200 \$25/\$87.50/\$175/N/A/N/A			
\$15,000 \$45,000 50%	NA NA NA	NA NA NA			
Unlimited Unlimited Unlimited	Unlimited Unlimited Unlimited	Unlimited Unlimited Unlimited			
Enrollment	Rates w/HSA Fee	Enrollment	Rates	Enrollment	Rates
66	\$942.65	29	\$951.42	16	\$778.95
6	\$1,952.96	1	\$1,971.09	3	\$1,613.81
8	\$1,766.94	4	\$1,783.36	5	\$1,460.10
10	\$2,789.91	2	\$2,815.83	12	\$2,305.42
90	\$1,391.607	36	\$507,928	36	\$627,242

Enrollment	Monthly Contributions	Per Paycheck	City Contribution %	Enrollment	Monthly Contributions	Per Paycheck	City Contribution %	Enrollment	Monthly Contributions	Per Paycheck	City Contribution %
63	\$10.00	\$5.00	99%	29	\$18.50	\$9.25	98%	16	\$0.00	\$0.00	100%
6	\$365.00	\$182.50	81%	1	\$435.00	\$217.50	78%	3	\$160.00	\$80.00	90%
7	\$310.00	\$155.00	82%	4	\$395.00	\$197.50	78%	5	\$140.00	\$70.00	90%
10	\$660.00	\$330.00	76%	2	\$850.00	\$425.00	70%	12	\$220.00	\$110.00	90%
86	\$139,080			36	\$51,018			36	\$45,840		

BIDDERS ARE STRONGLY ENCOURAGED TO PROVIDE MULTI-YEAR RATE / RENEWAL GUARANTEES WHICH ARE NOT LOSS RATIO BASED.

II. Dental Insurance – AETNA

Duplicate the current dual option DHMO / DPPO on a fully insured basis. Benefits of the Low and High plan options are listed below. The City would like to explore increasing the Annual Benefit Maximum from \$1,500 to \$2,000 so please provide quotes for both. The City currently pays 100% of the employee cost for Low plan dental coverage. Experience is attached from AETNA. NOTE: bidders are encouraged to give options for more than a single-year contract. Also provide an option with an Annual Maximum Rollover benefit if available.

DMO – Ded: None; Preventive: 100%; Basic: 80%; Major: 50%; Annual Max: Unlimited; Ortho: 60%; Ortho Lifetime Max: \$2,400

PPO – Ded: \$50 /\$150; Preventive: 80%; Basic: 60%; Major: 50%; Annual Max: \$1,500; Ortho: N/A; Ortho Lifetime Max: N/A

PLAN NAME: DHMO					
Coverage Tier	Total Monthly Premium	Employer Monthly Cost	Employee Monthly Cost	Employee Per Pay Period Cost	City Contribution %
Employee	\$18.20	\$18.20	\$0.00	\$0.00	100%
Employee + Spouse	\$34.57	\$19.57	\$15.00	\$7.50	57%
Employee + Children	\$36.41	\$19.41	\$17.00	\$8.50	53%
Family	\$56.42	\$22.42	\$34.00	\$17.00	40%

PLAN NAME: DPPO					
Coverage Tier	Total Monthly Premium	Employer Monthly Cost	Employee Monthly Cost	Employee Per Pay Period Cost	City Contribution %
Employee	\$21.94	\$14.94	\$7.00	\$3.50	68%
Employee + Spouse	\$45.93	\$13.93	\$32.00	\$16.00	30%
Employee + Children	\$47.37	\$13.37	\$34.00	\$17.00	28%
Family	\$76.08	\$8.08	\$68.00	\$34.00	11%

III. Vision Insurance – AETNA

Duplicate the current Vision plan on a fully insured basis. Benefits of the plan are listed below. The City currently pays 100% of the employee and dependent cost for Vision however this benefit going forward the City will pay 100% of the EMPLOYEE ONLY COST for the 1/1/2025 plan year. NOTE: bidders are encouraged to give options for more than a single-year contract.

Vision – Exam: \$0 (every 12 months); Lenses: \$25 (every 12 months); Frames: \$175 Allowance (every 24 months); Contacts: \$175 Allowance (every 12 months)

Current
\$5.49
\$10.42
\$10.97
<u>\$16.13</u>

IV. Geo Access – Medical, Dental & Vision

Medical – Include Geo Access Reports of 2 in 10 for primary care and specialist and 1 in 10 for hospital.

Dental – Include Geo Access Reports of 2 in 10 for general, specialist and orthodontist for both DMO and DPPO. Please also provide a Netminder report for your network compared to the AETNA network.

Vision – Include Geo Access Reports of 2 in 10 providers for both DMO and DPPO

V. Life / Accidental Death & Dismemberment Insurance – METLIFE

Basic Life / AD&D – 2 x Annual Salary to \$200,000 Maximum; GI: \$200,000; Conversion: Included; Portability: Included

The City currently provides 2x Annual Salary for Basic Life and AD&D benefit for all full time employees. All other benefits should be duplicated as closely as possible. (Current benefit booklet is attached). Clearly define any limitations surrounding actively at work provisions. NOTE: bidders are encouraged to give options for more than a single-year contract. Experience is attached. The current Life rate is \$.17 and the current AD&D rate is \$.028.

VI. STD / Salary Continuance – Currently Self-Administered

The City currently provides a Salary continuance benefit in lieu of STD. The city would like to explore the option of potentially putting a Advice To Pay ONLY benefit in place to provide a more formal review of potential claims and assist with the intake and oversight of its short term disability claimants. Please quote Advice To Pay Services which would have a 14 Day Elimination and a 180 Day duration to match with the existing LTD Elimination period.

VII. Long Term Disability Insurance – METLIFE

Long Term Disability (LTD) – Elim Period: 180 Days; Benefit: 60% of Monthly Earnings; Maximum Ben: \$5,000; Definition of Disability: 2-Year “Own Occupation” Duration: To SSNRA

The request is to duplicate the current plan of benefits as closely as possible (Current benefit booklet is attached). The City provides an LTD benefit of 60% of monthly earnings to a maximum of \$5,000 per month. The elimination period is 180 days. Clearly define any limitations surrounding actively at work provisions. NOTE: bidders are encouraged to give options for more than a single year contract. Experience is attached. Include an Current LTD rate is .277%. The City does participate in TMRS (Texas Municipal Retirement

System.) The City would consider an increased LTD benefit of \$6,000 per month. Please provide rates for that alternate as well as the current benefit.

VIII. Voluntary Life / Accidental Death & Dismemberment Insurance – METLIFE

Voluntary Life/AD&D – EE: 5 x Annual Earnings in \$10,000 Increments up to \$300,000; Guarantee Issue (GI): \$100,000; SP: \$5,000 Increments up to \$100,000 or 50% of EE; GI: \$50,000; CH: \$10,000

The current voluntary benefits are listed below. The request is to duplicate the current plan of benefits. (Current benefit booklet is attached.) Provide a full open enrollment up to the guarantee issue as part of the open enrollment for 10/1/2023.

<u>Age Bands</u>	<u>Rate/\$1,000</u>	<u>Rate/\$1,000</u>
25 – 29	\$0.063	\$0.063
30 – 34	\$0.080	\$0.080
35 – 39	\$0.090	\$0.090
40 – 44	\$0.130	\$0.130
45 – 49	\$0.205	\$0.205
50 – 54	\$0.324	\$0.324
55 – 59	\$0.503	\$0.503
60 – 64	\$0.734	\$0.734
65 – 69	\$1.274	\$1.274
70 – 99	\$2.060	\$2.060
Children:	\$0.240	\$0.240
Optional AD&D: Employee	\$0.029	\$0.029
Optional AD&D: Family	<u>\$0.029</u>	<u>\$0.029</u>

IX. Voluntary Worksite Benefits – AFLAC

Voluntary Short Term Disability; Hospital Indemnity ; Hospital Intensive Care ; Cancer Indemnity Accident Indemnity

SHORT TERM DISABILITY

Short Term Disability Benefits are available with guarantee issue; no health questions required. Coverage includes:

Non-occupational coverage: Covers off-the-job injuries and illness only – optional rider available for on-the-job injuries

Monthly Benefit: \$500 - \$6,000

Disability Benefit Periods: 6,12,18 or 24 months

Elimination Periods (Injury/Illness): 0/7, 0/14, 7/7, 7/14, 14/14, 0/30, 30/30, 60/60, 90/90, 180/180

HOSPITAL CONFINEMENT INDEMNITY PLAN

Benefits are available for legal spouse and unmarried dependent children to age 25

HOSPITAL INTENSIVE CARE PLAN

Hospital Intensive Care pays benefits when a covered person incurs a charge for confinement in a hospital intensive care unit or a step-down intensive care unit for a covered sickness or injury.

Benefits are available for legal spouse and unmarried dependent children to age 25

CANCER INDEMNITY PLAN

Cancer Indemnity pays a lump-sum cash benefit upon the initial diagnosis of certain covered cancers with a variety of benefits payable throughout your cancer treatment. Benefits are guaranteed issue and no questions are asked during the initial offering of the plan and for newly hired benefit-eligible employees. If you do not enroll the first time you have an opportunity, you will be required to provide evidence of good health upon enrolling in this benefit at a later date. Features of the plan include:

- Pays lump sum benefit for specified illnesses and cancers
- Benefits are available for legal spouse and unmarried dependent children to age 25
- Cancer Wellness Screening Benefit – \$75

ACCIDENT INDEMNITY ADVANTAGE PLAN

Accident insurance reimburses you for work and non-work related injuries and medical expenses such as emergency room care, hospital confinement, fractures, accidental death and more. Features of the plan include:

- On and off the job coverage (24-hour coverage)
- No limit on the number of claims
- Pays regardless of any other insurance plans in which you may be enrolled
- Accidental death rider benefit
- Benefits are available for legal spouse and unmarried dependent children to age 25
- Coverage includes, but is not limited to, emergency room, surgery, anesthesia, follow-up visits, physical therapy and labs/X-rays

X. Transitional Process

The selected carrier shall be responsible for all claims incurred on/or after January 1, 2025. The City desires covered employees and their dependents should not be adversely affected by a change in insurance carriers. A “no-loss/no-gain” provision will apply to all participants covered under the new plan. All employees and dependents covered by the current plan are to receive immediate coverage under the new plans in a “no loss, no gain” manner with no new limitations or pre-existing condition limitations placed upon the plan members or their covered dependents. It is imperative that any exclusions, limitations, or any other deviation be clearly outlined and discussed. A bidder is expected to explain, in detail, their approach and responsibilities for total disabilities, active at work clauses, transition of care for members in the middle of a treatment plan, or any other limitations.

XI. Claims Experience Monitoring

The selected Carrier(s) shall provide monthly reports allowing the City to monitor claims experience on a monthly basis and provide the City’s Consultant / Broker partner with the same reports as well and at any time either shall request such reports outside of the normal monthly reporting cycle.

XII. Commission

All bidders should include the following commission levels in their quotes:

- Medical – Flat 3.5% or \$43 PEPM if it is a “Service Fee”

- Dental – Flat 10%
- Voluntary Vision – Flat 10%
- Basic Life / AD&D– Flat 10%
- Voluntary Life / AD&D – Flat 15%
- LTD – Flat 10%

XIII. **Compliance with the Request for Proposal**

All responses are to be prepared according to the Request for Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing prior to binding acceptance by the City. Any deviations from this request are to be discussed with the City in advance of the due date. After a commitment has been made by the City, the carrier will be held responsible for all items contained in the specifications.

XIV. **Proposal Offer Firm**

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the DUE DATE FOR PROPOSALS and if awarded a contract the proposal then remains firm for the duration of the contract.

XV. **Effective Date**

The effective date of the new contract(s) will be January 1, 2025. All carriers will be required to attend open enrollment meetings which are in-person, face-to-face sessions.

SUBMITTAL INFORMATION

RFP Procedural and Content Questions (Requests for Clarification)

Proposers may identify errors, omissions, or ambiguities in the RFP. If so, or if there are doubts or concerns about the meaning of any part of this RFP, requests for clarification should be submitted to the City's Senior Purchasing/Contract Coordinator.

Requests for clarification shall be directed in writing by email to Melanie Glaze, Director of Human Resources, at hr@bellairetx.gov by July 15, 2024. Emailed requests for clarification must include "RFP 24-004" in the email subject line. The issuance of a written addendum is the only official method whereby interpretation, clarification, correction, or additional information can be given. However, it shall be each proposer's responsibility, prior to submitting the proposal, to visit the City's website at www.bellairetx.gov/bids to determine if addenda were issued.

An Addenda will be issued to address any submitted requests for clarification along with any changes to the RFP due to these clarifications.

Addenda will become a part of this RFP.

The City has retained the services of Higginbotham to assist us with the Request for Proposal (RFP) process. To obtain relevant documents to respond to this RFP please contact: Harris Reid at hreid@higginbotham.com

Submission

Interested parties wishing to submit a proposal must submit one (1) unbound original, three (3) bound duplicates, and one (1) electronic copy in PDF format to be provided on one (1) USB compatible flash drive, properly labeled with the RFP number on all submitted items, in a sealed package with proof of insurance, current W-9, completed Conflict of Interest Questionnaire and a copy of their license to do business in the State of Texas. Additional information related to submittals is acceptable.

The submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor. Submittals must be delivered to the City Clerk at Bellaire City Hall located at 7008 South Rice Avenue, Bellaire, Texas 77401 no later than 10:00 a.m. CDT on Thursday, August 1, 2024.

Submittals shall be addressed:

“DO NOT OPEN IN MAIL ROOM”

RFP No. 24-004 Enclosed

MEDICAL & PHARMACY CARRIER AND ANCILLARY PRODUCTS CARRIERS TO INCLUDE DENTAL, VISION, LIFE, ACCIDENT, DISABILITY, VOLUNTARY WORKSITE PRODUCTS

Submittals shall be delivered in a sealed envelope with the company's name and address written on it.

Vendors that are not interested in providing a proposal for this service but would like to be considered for future projects should provide the necessary contact information on the attached form and write “NO PROPOSAL” and the City will make you aware of future opportunities.

All proposals will be publicly opened and the names of all contractors submitting proposals and the amounts of their proposal to provide services will be read aloud following the 10:00 a.m. CDT submittal deadline on Thursday, August 1, 2024, in the City of Bellaire City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

Late Submittal and Late Modifications

Without exception, proposals must be submitted before the due date and time for proposals. Proposals received after the time and date specified in this RFP are late and shall be deemed non-responsive and will be eliminated from consideration. The City assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the wrong address.

Rejection Of Proposals/Cancellation

The City reserves the right to reject all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of The City. The City reserves the right to cancel this RFP at any time.

Minimum RFP Acceptance Period

Submittals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of submittals.

Non-Collusion

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

Taxes

The City is tax exempt. No sales tax will be charged on any products or services. The City cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relation to this project. The selected vendor will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

Vendor Information

All submissions shall include a completed vendor information form, a current copy of the business license and a current W-9. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

Disclosure of Proposal Contents

All documents submitted in response to this RFP shall become the property of the City and subject to the Texas Public Information Act.

Proposals will be handled in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically required, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material is considered public information.**

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

Submission Package

The proposer's submission package shall consist of the following. In addition, the vendor may also include a table of contents as needed.

- Tab A - Cover Letter.
- Tab B - Qualifications and Experience.
- Tab C - Pricing and Fees, by product (example Medical, Dental, Vision). Complete vendor pricing form and enclose.
- Tab D - Details of bid caveats, restrictions, rate guarantees (including any restrictions or caveats), administrative credits and/or technology credits offered.
- Tab E - References.
- Tab F - Deviations.
- Tab G - Conflict of Interest Questionnaire.
- Tab H - Proposer Certification/Addenda Acknowledgement.
- Tab I - All required forms outlined in RFP. Forms that are required to be submitted with the proposal are:
 - Proposer Information Form
 - Form CIQ (Conflict of Interest Questionnaire)
 - Affidavit Of Ownership or Control
 - State of Texas – House Bill 89, 85th Texas Legislature Verification
 - State of Texas – Senate Bill 13, 87th Texas Legislature Verification

- State of Texas – Senate Bill 19, 87th Texas Legislature Verification
- Affidavit
- Statement of Compliance

Failure to comply may result in rejection of the proposal at the City of Bellaire's (City's) option.

This is a negotiated proposal, and as such, an award will not necessarily be made to the bidder submitting the lowest priced proposal. The City of Bellaire reserves the right to negotiate the best responsive proposals satisfying the City's requirements, waive any informalities, waive the requirements set forth in Section 1550.052 or 1550.053(2) of the Texas Insurance Code, and reject any and all proposals.

The contract will be awarded to the bidder who provides the required goods or services at the best value for the City.

It is the intent of the City that consultant commissions be built into the proposal. Each bidder must sign the non-collusion affidavit, or the proposal may not be considered. Our Consultant's name must not appear in the proposal; a separate cover letter may be included. Please address all proposals to the City of Bellaire.

In determining the best value for the City, the City may consider:

- 25% - Cost of services, administrative tools, consumer tools
- 15% - References and experience with similar clients, qualifications
- 20% - Value-added enhancements to the proposed administrative services
- 30% - The extent to which the proposed benefits and provider network meet the needs of the City employees
- 10% - Wellness and technology allowances

The total for each proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, and Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each proposal. The City cannot determine for the bidder whether the proposal is taxable to the City. Such a determination must be made by the bidder through the bidder's attorney or tax consultant. Bills submitted for taxes after the Proposals are awarded will not be honored.

Proposals will be publicly opened. Proposals will be tabulated for comparison. Until final award of the Contract, the City reserves the right to negotiate the best responsive proposals, waive the requirements set forth in Section 1550.052 or 1550.053(2) of the Texas Insurance Code, reject any or all proposals, in whole or in part, to waive technicalities or informality in any proposal, to declare inadequate or inappropriate any bidder failing to meet the specifications, to request new proposals, or to accept the proposal which, in its discretion, is in the best interest of the City of Stafford and proceed to do the work.

All bidders must include an audited financial statement.

INSURANCE

The Proposer, at their own expense, shall procure, maintain, and keep in force throughout the life of the Contract, and for one additional year, insurance as hereinafter specified. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and shall cover all operations in connection with this

Contract, whether performed by the Proposer or a subcontractor, or separate policies must be provided to the City covering the operation of each subcontractor. Subcontractors' insurance requirements are identical to the identified requirements in this document.

NOTE: Companies will be required to provide insurance documentation. The selected company will be required to provide proof of insurance prior to the City entering into an agreement and receiving a Purchase Order.

No policy shall be written on a "claim made" form. The City shall be named as an additional insured on Proposer's Commercial General Liability, Automobile Liability and excess or Umbrella Liability policies. The City may waive the additional insured requirement under the Commercial General Liability policy if the Proposer's Protective Liability policy with general aggregate limits of \$2,000,000.00, with \$1,000,000.00 per occurrence limit, is provided. The contractual liability coverage in the Commercial General Liability policy shall not be excluded.

The following insurance coverage's will be carried and certified:

- A. Workers Compensation Insurance and Employer's Liability Insurance. Workers Compensation Insurance shall be provided as required by state statute covering all employees, whether employed by the Proposer or any subcontractor on the job. The Employer's Liability Insurance shall have limits as follows:

Bodily injury by accident:	\$500,000.00 each accident
Bodily injury by disease:	\$500,000.00 policy limit
Bodily injury by disease:	\$500,000.00 each employee

It shall also be endorsed to waive the carrier's right of subrogation against the City.

- B. Commercial General Liability Insurance, which shall have the following limits:

General Aggregate Limit:	\$2,000,000.00
Products Completed	\$2,000,000.00
Operations Aggregate Limit:	\$2,000,000.00
Personal and Advertising Injury Limit:	\$1,000,000.00
Each Occurrence Limit:	\$1,000,000.00
Fire Damage Limit:	\$50,000.00
Medical Expense Limit:	\$5,000.00

It shall be endorsed to waive the carrier's right of subrogation against the City. It shall also be endorsed to specify that the above limits apply separately to each location.

- C. Automobile Liability Insurance, which shall have the following limits:

Bodily Injury Per Person	\$250,000.00
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Bodily Injury Per Accident	\$500,000.00
Property Damage	\$250,000.00

Or a policy providing combined single limits of \$750,000.00. It shall be endorsed to waive the carrier's right of subrogation against the City.

D. The city, at its own discretion, may require any umbrella or excess limits liability policy.

In the event the Proposer should fail to provide insurance as herein required, or be subject to claim, demand or litigation growing out of or arising from a claim not contemplated herein, such failure on the part of the Proposer shall not serve to release or in any way discharge or shift the liability of the Proposer to the Professional or City. The Proposer does herein agree to indemnify and hold the Professional and City harmless from all claims growing out of or arising by reason of the circumstances herein enumerated, or any other claims or demands made by any person, growing out of, or arising by reason of the work performed by the Proposer.

Certificate of Insurance: Before work on this Contract is commenced, the Proposer and each subcontractor shall submit to the City for approval, certificates of insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company, setting forth:

1. The name and address of the insured;
2. The location of the operations to which the insurance applies;
3. The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate;
4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate;
5. A statement that the insurance of the type afforded by the policy applies to all the operations of whatever character, which are undertaken by the insured during the performance of this Contract, provided such operations are required in the performance of the Contract;
6. A provision that the policy may be cancelled only by mailing written notice to the named insured at the address shown in the policy stating when, not less than fifteen (15) days thereafter, cancellation of such policy shall be effective, with a copy of such letter of intent to the City.

GENERAL TERMS AND CONDITIONS

Contract Term

The initial term of a contract awarded because of this RFP shall be for one year beginning on January 1, 2025. The contract may be renewed according to the terms stated herein for four (4) additional one (1) year periods by the City Manager.

Contract Renewal

A letter from the Proposer will be required for renewal stating that the prices will be held. A written request from the Vendor submitted sixty (120) days prior to the end of the original contract period will be required to consider any rate adjustments. Extension of the contract is subject to the availability of funding. Renewal or extension of the agreement must be agreed upon by both parties in writing.

Purchasing and Invoicing Information

The City shall generate a purchase order for the successful vendor. The purchase order number must appear on all invoices. The city will not be responsible for any orders placed and/or delivered without a valid purchase order number. Payment will be made within thirty (30) days after receiving an invoice and upon completion of services and once work performed has been accepted as being completed by the City.

Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than thirty (30) days, however. In case of failure to deliver goods in accordance with the contract terms and conditions, the City, after due written notice, may procure substitute goods or services from other sources and hold the Vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

All invoices shall be sent to:

- Mailing address: City of Bellaire, Attention: Accounts Payable, 7008 South Rice Ave, Bellaire Texas 77401
- Email address: accountspayable@bellairetx.gov

All invoices submitted to the City for payment shall include:

- A. Name of Vendor
- B. Description of goods or services performed
- C. Date of service
- D. Itemized pricing

Failure to include this information on invoices may delay receipt of payment.

Changes to Contract

Any changes by either party to alter the method, price, or schedule of the work without breaching the contract shall be through mutual agreement and incorporated by written amendment to the agreement.

Procedures and Miscellaneous Items

All respondents to this RFP shall indemnify and hold harmless the City, and any of their employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. If this RFP is withdrawn or the project canceled for any reason, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

Conflict of Interest Questionnaire

The proposer agrees to comply with Chapter 176 of the Texas Local Government Code which requires a person who enters or seeks to enter into a contract with the City to file a Conflict-of-Interest Questionnaire Form (Form CIQ) with the proposal.

Form 1295 “Certificate of Interested Parties”

Proposer must comply with Government Code Section 2252.908 and submit Form 1295 “Certificate of Interested Parties” upon notification that proposer has been recommended for award. Form 1295 requires disclosure of “interested parties” with respect to entities that enter contracts with cities. These interested parties include:

- A. persons with a “controlling interest” in the entity, which includes:
 1. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten (10) percent;
 2. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
 3. service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers; or
- B. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized, and filed with the city. For more information, please review the Texas Ethics Commission Rules at www.ethics.state.tx.us/rules/.

Proposer’s Ethical Behavior

By submission of its proposal, the Proposer promises that proposer’s officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Proposer’s proposal submitted in response to this RFP, directly or indirectly, through any contact with the City’s council members or other City officials between the date this RFP is released to the public and the date a Contract is awarded by the City. Such behavior will be cause for rejection of the proposer’s proposal at the discretion of the City.

Basic Safeguarding of Contractor Information Systems

The Proposer shall apply basic safeguarding requirements and procedures to protect the Proposer’s information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent businessperson would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Contactor shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Contract information residing in or transiting through its information system.

Anti-Boycotting Verifications

- A. Pursuant to Section 2271.002 of the Texas Government Code, Proposer certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. Proposer shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 89, 85TH TEXAS LEGISLATURE VERIFICATION.
- B. Pursuant to Section 2274.002 of the Texas Government Code, Proposer certifies that either (i) it meets an exemption criterion under Section 2274.002 of the Texas Government Code; or (ii) it does not boycott energy companies, as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of the Contract resulting from this solicitation. Proposer shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 13, 87TH TEXAS LEGISLATURE VERIFICATION.
- C. Pursuant to Section 2274.002 of the Texas Government Code, Proposer certifies that either (i) it meets an exemption criterion under Section 2274.003 of the Texas Government Code; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 2274.002 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of the Contract resulting from this solicitation. Proposer shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 19, 87TH TEXAS LEGISLATURE VERIFICATION.

VENDOR'S PRICING FORM

Please include the completed pricing forms with your proposal.

PROPOSER: _____

AUTHORIZED SIGNATURE: _____

NAME PRINTED: _____

DATE: _____

1. Refer to “Instructions to Proposers” and Contract Terms and Conditions before completing proposal.

2. Quote your best price for each item.

3. In submitting this proposal, the Proposer certifies and understands that:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition regarding prices.**
- B. Proposer has incorporated any changes issued through Addenda to the RFP in this pricing.**
- C. The City reserves the right to award the contract in whole or in part.**
- D. The City reserves the right to negotiate the contract with the selected contractor on areas to be awarded the contract.**

PROPOSER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
PHYSICAL ADDRESS:	
PHONE #:	
EMAIL ADDRESS:	
CONTACT PERSON:	
PHONE #:	
REMITTANCE ADDRESS:	
COMPANY WEBSITE:	
COMPANY TAX ID#:	

REFERENCES

Three (3) references for Texas public sector clients you currently serve must be included with the submittal.
City of Bellaire reserves the right to contact the references provided.

References for: _____
(Company Name)

Reference 1:

Name of Client (Agency) _____

Contact Person and Title _____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Reference 2:

Name of Client (Agency) _____

Contact Person and Title _____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Reference 3:

Name of Client (Agency) _____

Contact Person and Title _____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§

§ AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared

[FULL NAME] (hereinafter "Affiant"),

[STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]

("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

SOLE PROPRIETORSHIP

CORPORATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below):

NON-PROFIT ENTITY:

NON-PROFIT CORPORATION

UNINCORPORATED ASSN.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF EMAIL ADDRESSES IS OPTIONAL BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____

Business Address

[NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

**5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")**

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

6. Optional Information

Contracting Entity and/or _____
[NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied against _____
[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]:

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20___.

(Seal)

Notary Public in and for the State of

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

FORM CIQ (CONFLICT OF INTEREST QUESTIONNAIRE)

Conflict of Interest Questionnaire:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or rate regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS LEGISLATURE VERIFICATION FORMS

Instructions for the Following Verification Forms:

- **STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION**

The City of Bellaire, Texas, as a governmental entity, is required to include in its contracts a written verification from the company that the company does not boycott Israel, Fossil Fuel Industries, or Firearm and Ammunition industries. The verification language is required if the contract with the City of Bellaire, Texas has a value of \$100,000 or more and the company has ten (10) or more full-time employees.

If the contract will or is anticipated to have a value of \$100,000 or more and the Company has 10 or more full-time employees, the Company is required to complete and submit all three Verification Forms. Please ignore the “Alternative Certification” at the bottom of this page and complete and submit the Verification Forms if the Company is required to complete and submit all three Verification Forms.

Alternatively, if the contract does not have a value of \$100,000 or more or the company has 9 or fewer full-time employees, you may complete and submit the below certification without completing the three Verification Forms.

Alternative Certification (if applicable)

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the that the HB 89, 85th Texas Legislature verification; SB 13, 87th Texas Legislature; and SB 19, 87th Texas Legislature verifications do not apply to this contract or the Company, under the provisions of **Section 2271.002(a), Texas Government Code; Section 2274.002(a), Texas Government Code; and Section 2274.002(a), Texas Government Code because of the following reasons:**

- The Company has 9 or fewer full-time employee; or**
- The contract between the Company and the City of Bellaire, Texas will have a value of less than \$100,000.**

(Check all that apply)

STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2271, Texas Government Code:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, 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 Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not boycott energy companies currently; and**
- 2. Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. “Boycott Energy Companies” means, without an ordinary business purpose, 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 with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a) above; 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

Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

_____ (Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
- 2. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. “Discriminate against a firearm entity or firearm trade association”
 - a. means, with respect to the entity or association, to:
 - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b. does not include:
 - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
 - ii. A company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association; 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

Position/Title

Signature of Company Representative

City of Bellaire

STANDARD FORM OF AGREEMENT

Revised 8/23/2023

This Standard Form of Agreement (Agreement) is made between the City of Bellaire, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Agreement, which consists of the following parts:

- I. Summary of Agreement Terms
- II. Signatures
- III. Standard Agreement Provisions

- IV. Special Terms and Conditions
- V. Additional Agreement Documents

I. *Summary of Agreement Terms.*

Contractor: _____

Description of Services: _____

Price: _____

Effective Date: _____

Termination Date: _____

II. *Signatures.* By signing below, the parties agree to the terms of this Agreement:

CITY OF BELLAIRE:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

Date: _____

III. Standard Agreement Provisions.

A. Definitions.

Agreement means this Standard Form of Agreement.

Goods and Services means the goods and services for which the City solicited bids or received proposals as described in this Agreement.

B. Goods, Services and Payment. Contractor will furnish Goods and Services to the City in accordance with the terms and conditions specified in this Agreement. Contractor will bill the City for the Goods and Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Goods and Services in accordance with the terms of this Agreement, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Term, Renewal and Termination Provisions. [Term and Termination provisions to be incorporated from RFP]

(1) *Term.* The initial term of this Agreement will expire September 30, 2023. This Agreement may be renewed by mutual agreement of the parties, for up to four annual periods, one year at a time. Any renewal must be in writing and any renewal price increase may not exceed the lesser of the consumer price index, all items category, or 5%.

(2) *City Termination for Convenience.* The City may terminate this Agreement during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Agreement under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Agreement to the date of termination.

(3) *Termination for Default.* Either party to this Agreement may terminate this Agreement as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Agreement that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of the Agreement under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party.

(4) *Multi-Year Contracts and Funding.* If this Agreement extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective and the City fails to appropriate funds to make any required Agreement payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Agreement automatically terminates at the beginning of the first day of the City's successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Agreement.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Agreement or that provides for contractual indemnity by one party to the other party to this Agreement is not applicable or effective under this Agreement. Except where an Additional Agreement Document provided by the City provides otherwise, each party to this Agreement is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Agreement in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party of acts or omissions arising from this Agreement to bring in the other party to this Agreement as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.

F. Governing Law and Venue. This Agreement is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Agreement in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

- G. Entire Agreement. This Agreement represents the entire Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Agreement as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Agreement. The City and Contractor agree that the work performed under this Agreement is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City or Contractor bring suit against the other for breach of contract or for any other cause relating to this Agreement, the prevailing party shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Agreement shall be the property of the City.

IV. Special Terms and Conditions.

- A. As required by Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City before the Contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Agreement unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Agreement to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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. This Section IV B applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full-time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.
- C. As required by Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- D. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not boycott energy companies as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of this Agreement. This Section IV D applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV D does not apply if Contractor is a sole proprietorship.

- E. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not discriminate against a firearms entity or firearms trade association as defined in Section 2274.001 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. This Section IV E applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full-time employees. Furthermore, this Section IV E does not apply if Contractor is a sole proprietorship.
- F. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Contractor shall include the substance of this clause in subcontracts under the Agreement (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Agreement information residing in or transiting through its information system.

V. Additional Agreement Documents. The following specified documents attached to this Agreement are part of this Agreement, except as follows: any provision contained in any of the Contractor's Additional Agreement Documents specified below that conflicts with Sections III or IV of this Agreement, does not apply to this Contract.

- A. Contractor's Additional Agreement Documents:
 - 1. _____
- B. City's Additional Agreement Documents:
 - 1. _____

END OF DOCUMENT

AFFIDAVIT

STATE OF _____)

) ss.

COUNTY OF _____)

_____, of lawful age, being duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached proposal. Affiant further states that the proposal has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official, City employee, City Council Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions or actions between bidders and any state official, City employee, City Council Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

Carrier/Administrator:_____

Date:_____

Electronic signatures are acceptable. This form no longer requires notarization.

STATEMENT OF COMPLIANCE

Please submit as a part of your proposal the following information:

RE: CITY OF BELLAIRE

We hereby acknowledge receipt of the Request for Proposal. Furthermore, we certify that our bid conforms to the Request for Proposal, and we have duplicated all benefits as outlined in the Request for Proposal and Summary Plan Description with amendments included in the Request for Proposal except as detailed below:

Organization

Signature

Date

Title