

# CITY OF ALAMO HEIGHTS



## REQUEST FOR PROPOSALS FOR THIRD PARTY ADMINISTRATOR

SUBMITTAL DEADLINE:  
MAY 6, 2016 @ 2:00 P.M. CDT

The City of Alamo Heights is soliciting Request for Proposals for the herein described services and/or commodities for the purpose defined in this document. By responding to the request, the Vendor agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award.

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## PROPOSAL INVITATION

### 1 Request For Proposal Documents

- 1.1 Upon request, Proposal packets are made available to anyone who wishes to submit a response. However, it is the responsibility of the Vendor to provide the City with the appropriate company name, authorized representatives, and contact information for the purposes of receiving notices, changes, addenda, or other critical information.

### 2 Proposal Deadline and Delivery

- 2.1 Notice is hereby given that the City of Alamo Heights hereinafter referred to as "City", will receive up to but not later than **2 p.m. CDT, Friday, May 06, 2016**, Proposal responses for the award of a contract for **Third Party Administrator**. Responses shall be received in the City office located at:

6116 Broadway, San Antonio, Texas 78209

- 2.2 Vendors are solely responsible for the timely delivery of their Proposal response to the City Secretary. Responses received after the deadline will be rejected and shall be returned to the Vendor unopened. Responses submitted by public or private carriers must arrive by the deadline. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers.
- 2.3 The enclosed forms **MUST** be used in submitting a response. Please mark for response envelope plainly in the lower left corner: "PROPOSAL 2016-2017, Third Party Administrator".
- 2.4 No responses will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission.
- 2.5 A complete response will consist of one (1) clearly marked original and three (3) clearly marked exact copy using standard letter size paper (8.5" x 11") in an envelope or container. Responses shall be direct, concise, and complete. Vendors failing to submit in manner as requested may be considered non-responsive and may not be evaluated. The 'original' response shall prevail in the event of a discrepancy between the Vendor's submissions.

#### 2.6 A complete response includes the following:

- a) Proposal Certification
- b) Vendor Information Form
- c) Signature Form
- d) Deviation Form
- e) References
- f) Debarment or Suspension/Criminal Histories/Resident Vendor Certification
- g) Consideration of Business Location
- h) Conflict of Interest Questionnaire
- i) Current Liability Insurance
- j) W-9 Form
- k) Signed Addenda (if applicable)

- 2.7 Procurement results will become available after approval by the City Council.
- 2.8 Prior to the final selection, Vendors may be required to submit additional information, which the City may deem necessary to further evaluate the Vendor's qualifications.

### 3 Rights Reserved by the City

- 3.1 The City reserves the right to accept or reject, in part or in whole, any Proposals submitted, to waive any technicalities, and to make recommendations for awards in the best interest of the City. The City also reserves the right as sole judge of quality and equality.
- 3.2 The City reserves the right to postpone the deadline through an addendum.

### 4 Questions and Clarifications

- 4.1 All requests for additional information or clarification concerning this solicitation must be submitted **as stated below**.
- 4.2 Questions regarding the requirements specified in this Proposal may be directed to Lori Harris by email only to lharris@alamoheightstx.gov.

- 4.3 The City's reply to questions and requests for clarifications will be issued by written addendum to all Vendors receiving the original request for Proposal.
- 4.4 All issued addenda will become part of the Proposal package having the same binding effect as provisions of the original Proposal. No verbal explanations or interpretations will be binding.
- 4.5 The City does not assume responsibility for the receipt of any addendum sent to Vendors.
- 4.6 A copy of all addenda issued must be signed and returned with your Proposal response.

## 5 Tentative Schedule

- 5.1 The City anticipates the following schedule\*:

Date & Time	Activity
April 06, 2016	Release Date
April 06, 2016	Legal Notice – San Antonio Express News
April 13, 2016	Legal Notice – San Antonio Express News
April 20, 2016 – 4:00 p.m. CDT	Deadline for Questions and Requests for Clarification
May 06, 2016 – 2:00 p.m. CDT	Deadline for Submittal
May 16, 2016 – May 20, 2016	Vendor Presentation (If Needed)
May 23, 2016	City Council Approval

*\*subject to change*

## **GENERAL TERMS AND CONDITIONS**

### **1 Applicability**

- 1.1 All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
- 1.2 These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Proposal forms issued herewith.

### **2 Use of City Documents**

- 2.1 Proposal responses must be submitted on forms provided by the City. No alteration to the City forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the City.
- 2.2 Reproduction of City documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the City. Any response submitted in altered form may result in rejection of such response at the option of the City.

### **3 Withdrawal or Modification of Submitted Response**

- 3.1 Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Proposal response must be in writing and be received by the City prior to the receiving deadline.
- 3.2 No amendment, addendum, or modification shall be accepted after the deadline for submitting a Proposal response to the City. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.
- 3.3 No Vendor may have more than one Proposal response on file with the City.
- 3.4 After the scheduled time for receiving Proposal responses, responses may not be withdrawn for a period of sixty (60) days.
- 3.5 Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.

### **4 Invoices, Payment and Inspection**

- 4.1 Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The City is not liable for these taxes. The City will furnish a tax exemption certificate upon request.
- 4.2 All valid and complete invoices received by the City will be paid within thirty (30) days of the City's receipt.
- 4.3 Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

### **5 Erasures or Corrections to Proposal**

- 5.1 Any erasures and/or corrections to Proposals, whether executed prior to or subsequent to the original Proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the agent(s) signing the Proposal response.

### **6 Inspection of Documents**

- 6.1 Before submitting a response, each Vendor shall thoroughly examine the Proposal documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.
- 6.2 Each Vendor receiving forms prepared by the City is responsible for inspection of City documents for missing or illegible pages, or other indication of incomplete information provided to the Vendor. The failure or neglect of Vendor to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Vendor from obligations with respect to his or her

response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Proposal documents by a Vendor must be acknowledged in the response.

- 6.3 The City is not responsible for incomplete response packets.

## **7 Proposal Cost**

- 7.1 The City shall not be liable for any cost incurred by a Vendor in the preparation or delivery of its response to this request for Request for Proposal or for any other cost incurred because of the request for Proposal.
- 7.2 The issuance of this request for Proposal does not obligate the City to enter into a contract for any commodity and/or services.

## **8 Proposal Disclosure**

- 8.1 The City is a government body subject to the Texas Public Information Act. Responses submitted to the City as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Vendor desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Vendor to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The City will consider a Vendor's request(s) for exemption from disclosure; however, the City will not be bound by the assertion that a page contains exempt material. An assertion by a Vendor that an entire volume of its response is exempt from disclosure will not be honored.
- 8.2 Prior to award of this proposal, no employee, agent, or representative of any Vendor shall make available or discuss its response with the press, any elected or appointed official or officer of the City, or any employee, agent, or other representative of the City, unless specifically allowed to do so in writing by the City for the purposes of clarification, evaluation, and/or awarding the Proposal.
- 8.3 Vendors shall not issue any news release(s) or make any statement to the news media pertaining to this request for Proposal or any Proposal and/or contract or work resulting therefrom without the prior written approval of the City and then only in cooperation with the City.
- 8.4 By signing this Proposal response, a Vendor affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal response submitted.
- 8.5 Vendor shall note any and all relationships which might be a conflict of interest and include such information with their response.
- 8.6 By signing this Proposal response, a Vendor affirms, to the best of his/her knowledge, the response has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Vendors in the award of this Proposal.
- 8.7 If a Vendor's response is accepted by the City, the Vendor shall not advertise or publish, without the City's prior consent, the fact the City has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

## **9 Licenses, Permits, and Taxes**

- 9.1 The price or prices for the services shall include full compensation for all taxes, permits, and licenses that the Vendor is or may be required to pay.

## **10 Award of Contract**

- 10.1 The City reserves the right to accept or reject, in part or in whole, any and all Proposal responses and to waive any irregularities or informalities in any Proposal or in the Proposal process. The General Conditions of proposer and Terms of Contract, specifications, Plans, Proposal Forms, Addenda, and any other documents made a part of this proposal shall constitute the complete bid. This proposal, when duly accepted by the City, shall constitute a binding contract between the successful proposer and the City of Alamo Heights.



- 10.2 The City may, by written notice to vendor, cancel the contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by vendor or any agent or representative of vendor, to any employee or members of the City Council with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order.
- 10.3 A Vendor may be disqualified before or after an award is made, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair Request advantage.
- 10.4 It is expected that all contact by Vendors with any City personnel and/or members of the City Council begin with the issuer of this Proposal. Failure to follow this procedure is grounds for eliminating the Vendor from any further consideration of awarding the contract.
- 10.5 The recommendation to award the Proposal will be made to the City Council.
- 10.6 In connection with the performance of work under the contract, the vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.
- 10.7 The City reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous to the City. The City also reserves the right to award contracts or portions thereof exclusively or to multiple Vendors to achieve the best value.

## **11 Non-Appropriation Clause**

- 11.1 Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City Council of City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

## **12 Termination of Contract**

- 12.1 If either party fails to comply with any of the obligations required of it in the contract agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen (15) days, then the party shall have the right to terminate the contract agreement at the end of an additional thirty (30) day period.
- 12.2 The City shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Vendor shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.
- 12.3 The City will pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

## **13 Venue**

- 13.1 This Proposal shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this Proposal shall lie in the City Court(s) of the State of Texas sitting in Bexar County, Texas, Vendor hereby expressly consenting to the jurisdiction of such courts.

## **14 Conflict of Interest**

- 14.1 The City is required to comply with Texas Local Government Code Chapter 176, and Disclosure of Certain Relationships with Local Government Officers. Any company that does business with the City must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:
  - a) The person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income, and/or
  - b) Company has given one of the City's local government officers or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value

of more than \$250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the City.

**15 Service-Related Contracts**

- 15.1 The Vendor warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.
- 15.2 The Vendor shall employ orderly and competent employees trained in the required services to be provided under this solicitation.
- 15.3 The Vendor, its employees, subcontractor’s, and subcontractor’s employees may not use or possess any intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the City’s property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
- 15.4 The City reserves the right to prevent, and/or temporarily or permanently bar any Vendor, its employees, subcontractors, and subcontractor’s employees from any City facility for whatever reason it determines necessary to maintain safety and orderly operations.
- 15.5 If applicable under this solicitation, Vendor, its employees, subcontractors, and subcontractor’s employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the City reserves the right to require proof of any such requirement at any time during the contract term.

**16 Insurance**

- 16.1 The successful Vendor will indemnify and hold harmless the City against any damages or claims arising from the negligence of the Vendor, its agents, or employees.
- 16.2 The successful Vendor shall be required to provide the City with copies of certificates of insurance, named as additional insured, Texas Workmans’ Compensation and General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the City prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance, and shall be acceptable to the City. All policies of insurance shall waive all rights of subrogation against the City, its officers, employees, and agents.
- 16.3 The successful Vendor agrees to furnish a current insurance certificate to the Human Resource Department showing coverage with the minimum limits of liability for the following:

Worker’s Compensation Statutory per accident	
Employer’s Liability	\$100,000/\$100,000/\$500,000
Comprehensive General Liability:	
Bodily Injury	\$500,000 each occurrence/\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence/\$1,000,000 aggregate
Professional Liability	\$2,000,000 each occurrence/\$2,000,000 aggregate

- 16.4 The successful Vendor shall, at all times during the term of this contract, maintain insurance coverage at the sole cost of the Vendor. The Vendor shall give the City a minimum of thirty (30) days’ notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 16.5 The City shall be named as “additional insured” on all policies.
- 16.6 A waiver of subrogation in favor of the City, its officials, employees, and officers shall be contained in the Workers’ Compensation insurance policy.
- 16.7 The City will promptly notify the Vendor in writing of any claims made against it arising out of a breach of said warranty, and such claim shall be handled by the Vendor. In the event of a suit on a claim, the City shall promptly forward to the Vendor every summons or other process. The Vendor shall have the

right to defend, adjust, or settle any such claims. No expense shall be incurred and no settlement shall be attempted without the Vendor's written consent.

## **17 Force Majeure**

17.1 Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

## **SPECIFICATIONS**

### **SCOPE:**

The City of Alamo Heights is hereby requesting sealed proposals for a Third Party Administrator/Benefit Consultant to provide services and/or insurance products to the City of Alamo Heights, Online Benefit Management of Section 125, COBRA administration, and consolidated billing services.

The "Third Party Administrator/Benefit Consultant" will solicit and provide medical, dental, disability, life, ancillary and voluntary employee benefit insurance products in accordance with relevant insurance statutes and will provide third-party administration services including, but not limited to, an on-line enrollment system for all employee benefit insurance plans, including health insurance, full integration with the City's financial management systems, Cafeteria Plan Administration, on-site enrollment meetings as requested, and a bilingual (English/Spanish) call center to respond to employee insurance questions on an as needed basis.

The "Third Party Administrator/Benefit Consultant", in exchange for the above agreed upon services, will be entirely compensated on a fee basis mutually agreed upon by the City and the Vendor.

### **EMPLOYER INFORMATION:**

1. The City of Alamo Heights employs approximately 101 full time employees eligible for benefits. The City is currently offering the following benefits with third party administration:
  - a. Base Plan PPO Plan MMH8 and Buy Up PPO Plan MM09
  - b. Dental with orthodontia (PPO and DHMO options)
  - c. Vision
  - d. Basic Life and AD&D
  - e. Long Term Disability
  - f. Health Savings Account
2. Benefits are effective on the 1<sup>st</sup> of the month following date of hire. Our plan year is January 1<sup>st</sup> to December 31<sup>st</sup>.
3. Renewal rates must be received by the City no later than 6 months prior to anniversary date.

### **TERM:**

The contract period shall be for a two-year term with the option to extend the contract annually for an additional three (3) one-year terms.

### **QUALIFICATIONS:**

1. Must be licensed by the State of Texas and have demonstrated a history of strong performance with public sector entities in the State of Texas. Must have LHIC license.
2. Able to provide at least five references, preferably comparable in size to the City of Alamo Heights.
3. Must have an online enrollment system with capability of exporting enrollment data to selected insurance carriers.
4. Must have capability of enrolling all products via the Online Enrollment System and export enrollment data to selected insurance carriers.
5. Must be able to provide a custom benefit website with full access to carrier information, product brochures, claim forms and full access for employees to login and view benefit information and health savings accounts.
6. Able to provide a toll-free telephone line for customer service and have bi-lingual representative(s) of the company available during normal working hours.
7. Must provide Consolidated One-Check billing and full reconciliation of carrier billings to ensure accurate monthly billings.
8. Able to provide City with a Payroll Deduction file and ACA Reporting requirements for Incode software import.
9. Must have an assigned Account Manager that reports regularly to the City.

## **RESPONSIBILITIES:**

1. Responsible for all claims incurred on or after the effective date and within the contract period. An appropriate transition program will need to be developed before the effective date.
2. Act as a Consultant for the City in determining plan design and recommending the type of insurance products which best serve the employees' and the City's needs.
3. Keep the City informed of new developments impacting employee benefit plans, including:
  - a. State/Federal regulatory compliance requirements (e.g. the Affordable Care Act)
  - b. Industry trends
  - c. Making recommendations for compliance or changes to plan
  - d. Monitoring the regulatory compliance benefits vendors
  - e. Reporting to City staff issues that need to be addressed
  - f. Providing compliance resources
4. Conduct meetings and enrollments with all personnel on mutually agreed upon days to educate and inform, answer questions, and give a presentation on the Section 125 plan, benefits and products every year.
5. Provide an annual review of insurance products, performance and status to assess the integrity of the benefits offered to employees.
6. Maintain compliance with I.R.C and Department of Labor regulations and rules of the employer for Section 125, including, but not limited to: Plan Documents, Plan Changes and Amendments, Form 5500 and other IRS Filings.
7. Act as City liaison for plan operations to assist with the resolution of employee, participant and administrative problems as they arise.

## **GENERAL QUESTIONNAIRE:**

All companies must complete this entire questionnaire.

### **Benefit Consultant**

1. Provide your Name, Address, City, State, Zip Code and Telephone number of home office of firm.
2. Does your firm have any affiliation with an Insurance Carrier? If so, please identify the name of the insurance company and if your firm has any incentive or requirement to sell products offered by this company.
3. Does your firm have any agency override or annual bonus arrangements to sell products offered by any insurance company/carrier?
4. For #3 above, please disclose the amount of compensation received by each carrier listed for the last 3 calendar years.
5. Is your company an approved vendor for any Purchasing Cooperatives? If so, please list all that apply.
6. Does your firm review, evaluate and analyze all proposals received from insurance providers and submit findings to administrators and committees?
7. Does your firm conduct an annual review of insurance products, performance and status to assess the integrity of the benefits offered to employees?
8. Does your firm meet with City to review products up for renewal and make recommendations on bidding products?
9. Will your company provide enrollment material and licensed enrollment professionals during the annual open enrollment event?
10. Identify the specific individuals who will be assigned to the City. Provide a brief bio for each of them, highlighting relevant experience with similar clients.
11. Will an individual assigned to the City be available to meet face-to-face with all new hires on a monthly basis?

### **Section 125 Administration**

1. Does your firm administer public sector entities within the State of Texas? If so, how many such entities are currently administered by your firm in the State of Texas and Nationwide?
2. Do you employ an onsite attorney that governs the Section 125 Administration? If so, does the City have access to seek counsel from the Section 125 attorney?
3. Is your company wholly owned, a subsidiary or a division of another company? If your firm is a subsidiary or division of another company, please identify the company name and address.
4. Have any principals or the firm ever been named in a lawsuit dealing with the management of the Section 125 Cafeteria Plan? If so, please provide details.
5. Does your firm conduct meetings and enrollments with all personnel on mutually agreed upon days to educate and inform, answer questions, and give presentations on the Section 125 plan, benefits and products every year?

6. Describe the ways you will inform and educate employees about various benefit programs.
7. Are your Account Managers or Enrollers required to meet sales quotas?
8. Does your firm provide a Customized Benefit Website? If so, is this a service that you provide for all your accounts, and is there a cost to the City for this service?
9. Do you provide a Health Savings Account (HSA) Debit Card? If so, is there a cost to the employee or employer?
10. Are there any fees assessed to the City associated with the 125 Administration?

### **Online Benefit Management**

1. Does your firm offer an Online Enrollment System? If so, is it owned and operated in house or leased from an outside firm? If leased from an outside firm, please indicate the name of the firm and enrollment software.
2. If owned and operated in house, do you employ your own programmers or is all programming outsourced?
3. How many public sector entities are currently utilizing your Online Enrollment System? Do all of your clients enroll on your Online Enrollment System?
4. How long has your firm offered an Online Enrollment System?
5. What is the total count of employees administered through this Online Enrollment System?
6. Is the Online Enrollment System HIPAA Compliant?
7. Is your Online Enrollment System SSAE16 Type II Certified?
8. Does your Online Enrollment System have the capability of exporting enrollment data to the insurance carriers? If so, is this done for all enrolled carriers?
9. Does your Online Enrollment System facilitate ACA Reporting, or is it able to generate periodic files compatible with Incode for ACA Reporting?
10. Does your Online Enrollment System allow for City Administrative access? If yes, what features would Administrators have access to?
11. Please describe your process of training our City personnel on the Benefit Administration system?
12. Can your Online Enrollment System be programmed to determine complex eligibility rules for enrollment of Medical and Supplemental Benefits?
13. Do employees have 24/7 access to login and view benefit related items? If so, briefly explain what employees will have access to.
14. Explain how your Online Enrollment System is used to educate employees on the benefits offered to the City?
15. Are there any fees assessed to the City associated with the Online Enrollment?

### **COBRA Administration**

1. Will the firm offer COBRA compliance for employees leaving the City?

2. Briefly describe process of how COBRA participants are notified of their rights under COBRA and how these participants will be tracked to ensure compliance?
3. Does the COBRA Administration integrate with your Online Enrollment System?
4. Does employer have access to view COBRA system for status of COBRA participants?
5. Do you employ an onsite attorney that governs the COBRA Administration? If yes, does the City have access to seek counsel from the compliance attorney?
6. Are there any fees to the City associated with COBRA Administration?

### **Consolidated Billing Services**

1. What is the average turnaround time from the receipt of contributions to your disbursement to vendors?
2. Describe the administrative procedures for consolidated billing services.
3. Describe in detail your process of reconciling monthly billing.
4. Describe how funds are held and accounted for.
5. Identify who will be assigned to manage the City's billing and highlight their experience as it relates to billing?

### **UNIQUE CHARACTERISTICS AND QUALIFICATIONS**

Please comment on any characteristics of your organization that are considered unique in the industry.

### **INFORMATION:**

#### 1. Organization

Please provide an organizational chart for the proposed account manager and service team assigned to the City of Alamo Heights. Be sure to also attach the following information for each team member:

- a. Biography
- b. Primary responsibility on this account
- c. Years of experience in managed care/insurance
- d. Years with the company
- e. Proposed percent of time dedicated to this account (based on a 40 hour week)
- f. Contact information (title, phone, fax, address, e-mail)

#### 2. Financial

- a. Insurance Companies quoting on a Fully Insured basis must provide most recent A.M. Best, Standard & Poor's, Weiss, and Moody's rating (if applicable). If no rating, please explain. More favorable consideration will be given to those proposals submitted by carriers with a rating of A or better.

#### 3. Contracts

Vendors should list specific services included in the pricing.

#### 4. Implementation Timetable and Materials

Please provide a detailed implementation timetable, including an outline of the activities you expect to be performed prior to the stated effective date, completion dates, and the individuals or groups who will have major responsibility for each activity, including:

- a. Contracts completed
- b. Customer service toll-free phone line operational
- c. Electronic access established with Alamo Heights
- d. Program operational and ready to deliver benefits to members
- e. Summary Plan Documents
- f. Welcome packets
- g. Sample claim forms

## **EVALUATION CRITERIA AND FACTORS**

Award of contract shall be made to the most reasonable, responsive offeror whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

The evaluation criteria will be grouped into percentage factors as follows:

- 30% Firm's proposed services meet the objectives of this request for proposals and the needs and requirements of the City of Alamo Heights.
- 30% Quality of the benefit enrollment technical program.
- 25% References and recent proven successes
- 10% Firm's and proposed project team/staff's qualifications and experience
- 5% Additional services and support provided



## PROPOSAL CERTIFICATION FORM

The undersigned respondent affirms and certifies the following statements:

1. Respondent has carefully examined all instructions, requirements, specifications, terms, and conditions of this Proposal.
2. Respondent is duly authorized to execute this contract.
3. Respondent is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of this Proposal.
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of this Proposal. Further, if awarded, the respondent agrees to perform the requirements, specifications, terms, and conditions of this Proposal.
5. All statements, information, and representations prepared and submitted in response to this Proposal are current, complete, true, and accurate. Furthermore, that respondent shall be bound by all statements, representations, warranties, and guarantees made in this Proposal.
6. This Proposal response has been independently arrived at and prepared without collusion with any other Vendor, and that the contents of this Proposal response as to prices, terms, or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official receiving of this Proposal.
7. The accompanying Proposal response is not the result of, or affected by an unlawful act of collusion with another company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, it is understood that fraud and unlawful collusion are crimes under federal law and can result in fines, prison sentences, and civil damage awards.

**THIS PROPOSAL CERTIFICATION MUST BE COMPLETE AND SIGNED. FAILURE TO COMPLETE AND SIGN WILL BE SUFFICIENT REASON FOR REJECTION OF RESPONSE.**

PROPOSAL SUBMITTED BY:

COMPANY LEGAL NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

POSITION/TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(St. or Box No.)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH PROPOSAL**

## VENDOR INFORMATION

### COMPANY REMIT TO ADDRESS (PAYMENT):

Company Name: \_\_\_\_\_

PO/Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### COMPANY MAILING ADDRESS

Company Name: \_\_\_\_\_

PO/Street Address: \_\_\_\_\_

Email Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### CITY CONTACT PERSON AT COMPANY LOCATION:

Company Name: \_\_\_\_\_

PO/Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH PROPOSAL**

## SIGNATURE FORM

The undersigned agrees, if the Proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Proposal, Conditions of the Proposer, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

\_\_\_\_\_  
Proposer's (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Mobile No.

\_\_\_\_\_  
Date Signed

**THIS FORM MUST BE RETURNED WITH PROPOSAL**

## DEVIATION FORM

All deviations to this solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the Vendor assures the City of their full compliance with the Terms and Conditions and Specifications.

**THIS DEVIATION FORM MUST BE SIGNED BY EACH VENDOR, WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS PROPOSAL.**

**DEVIATIONS:**

Page/Item #	Detailed Deviation

No Deviations

Company Name \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Representative - must sign by hand*

**THIS FORM MUST BE RETURNED WITH PROPOSAL**

## REFERENCES

Vendors shall provide a list of organizations served. Organizations comparable in size, with similar needs and requirements to the City of Alamo Heights, are preferred. We require a total of five (5) reference.

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

**THIS FORM MUST BE RETURNED WITH PROPOSAL**

## DEBARMENT OR SUSPENSION/CRIMINAL HISTORIES/RESIDENT VENDOR

### **DEBARMENT OR SUSPENSION**

Federal Law (A-102) Common Rule and OMB Circular (A-110) prohibits non-federal entities, including cities, from contacting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Vendors (Vendors) receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this solicitation below, the respondent affirms that neither they nor their principals are suspended or debarred by a federal agency. **Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.**

### **CRIMINAL HISTORIES**

Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

### **CERTIFICATE OF RESIDENCY**

Pursuant to Government Code, Chapter 2252, Subchapter A, the City must be provided the following information for a response to be accepted. "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed."

"Resident prosper" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident proposer" refers to a person who is not a resident.

My company is a "resident bidder"

My company is a "nonresident bidder" of \_\_\_\_\_ (the state your principal place of business is located)

Does your "resident state" require bidder whose principle place of business is in Texas to under Proposal Vendors whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Resident state" means the state in which the principle place of business is located.

No     Yes    If yes, what is the amount or percentage?

Company Name \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

*Authorized Representative - must sign by hand*

**THIS FORM MUST BE RETURNED WITH PROPOSAL**

## CONSIDERATION OF BUSINESS LOCATION

To receive consideration, Vendors must submit a complete affidavit.

### **PRINCIPAL PLACE OF BUSINESS** (CORPORATE OFFICE):

Business Name:	
Business Address:	
Business City:	
Business State/Zip	

### **LOCAL PLACE OF BUSINESS**

Business Name:	
Business Address:	
Business Zip:	

Year local business was established. \_\_\_\_\_

Was the local business required to pay business and/or real property tax for the most recent tax year?

No     Yes

Are there any other factors or circumstances the City should take into consideration?

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Company Name \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

*Authorized Representative - must sign by hand*

**THIS FORM IS AN OPTION TO BE RETURNED WITH PROPOSAL**



## CITY OF ALAMO HEIGHTS HUMAN RESOURCE DEPARTMENT

### **Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code**

Effective January 1, 2006, any person or entity who contracts or seeks to contract with City for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the City. Each covered person or entity who seeks to or who contracts with City is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or proposal, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

*Note:* A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your proposal to the following address:

City of Alamo Heights  
Attn: Human Resource Department  
6116 Broadway  
San Antonio, Texas 78209

The Local Government Officers of City of Alamo Heights are:

City Council:

Mayor Louis Cooper  
Council Member Place 1 Lawson Jessee  
Council Member Place 2 Bobby Rosenthal  
Council Member Place 3 Fred Prassel  
Council Member Place 4 Lynda Billa Burke  
Council Member Place 5 John Savage



**CITY OF ALAMO HEIGHTS**  
**6116 BROADWAY**  
**ALAMO HEIGHTS, TEXAS 78209**

**ATTACHMENT A**

**SUBMITTAL COVER / SIGNATURE SHEET**

<b>ISSUE DATE:</b>	APRIL 6, 2016	<b>Request For Proposal Title</b>
		<b>THIRD PARTY ADMINISTRATOR</b>
<b>DATE OF CLOSING:</b>	MAY 6, 2016	<b>DEPARTMENT: Human Resources</b>
<b>TIME OF CLOSING:</b>	(No later than) 2:00 p.m. CDT	
<b>SUBMIT TO:</b>	City of Alamo Heights 6116 Broadway San Antonio, TX 78209	

***READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.***

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:

\_\_\_\_\_  
 Signature of Authorized Individual

\_\_\_\_\_  
 Typed Name of Authorized Individual

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Typed Title of Authorized Individual

## ATTACHMENT B

### **Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City**

- (a) **Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.
- (b) **Criminal Histories.** Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

- (c) **Voidable Contract.** Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

**ATTACHMENT C**

**RESPONDENT'S QUESTIONNAIRE**

**1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. : \_\_\_\_\_ Fax No: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_
- Partnership
- Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign
- Other: If checked, list business structure: \_\_\_\_\_

**2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. : \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?**

Yes  No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes  No  If "Yes", list authorizations/licenses.

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5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

Yes  No  If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No  If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No  If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No  If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

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## ATTACHMENT D

### LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes  No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes  No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes  No

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

## ATTACHMENT F

### **INDEMNIFICATION REQUIREMENTS**

**If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:**

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND ITS AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.



**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**OFFICE USE ONLY**

Date Received

**This questionnaire reflects changes made to the law by H.B 23, 84<sup>th</sup> Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**1) Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

\_\_\_\_\_  
**Name of Officer**

**4) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

**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) Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

**6)  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7)**

\_\_\_\_\_  
**Signature of vendor doing business with the governmental entity**

\_\_\_\_\_  
**Date**