



# City of Galveston

## REQUEST FOR PROPOSAL

**Proposal Reference Number:** 19-21

**Project Title:** Deferred Compensation Plan

**Proposal Closing Date:** 3:00 P.M.(CST), Wednesday, May 8, 2019

One (1) Original and five (5) copies and one media source required.

*No Proposals submitted after the above deadline will be accepted.*

**Contact:** City of Galveston Purchasing Department at [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov) or 409-797-3579.

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# Galveston, Texas

## Request for Proposal

### 1. Introduction

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

## 2. Contact Information

**Mailing Address:** City of Galveston, Purchasing Division, Room 306, PO Box 779, Galveston, Texas 77553

**Physical Address:** City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

**Email Address:** [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov)

## 3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

## 4. RFP Withdrawals and/or Amendments

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

## 5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

## 6. Proposal Submittal Requirements

- A. **Submittal Packet – How to submit:** All Proposals must be submitted in person or by mail at the addresses in Section 2, above. No Proposals will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive.

Proposals shall be sealed and marked clearly with the Proposal number, Proposal name, closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.

- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark the Proposals “Original” and “Copy” and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked “Non-responsive”. Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror’s responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2” x 11” pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked “Non-responsive”.
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). The subject line must read **“Proposal 19-21 Deferred Compensation Plan”**. The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.

- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

## 7. **Proposal Evaluation and Contract Award**

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix J – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or

incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.

- I. Protest Procedures: Any actual or prospective proposer who is allegedly involved with the solicitation or award of a proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
  - i. All protest lodged by potential or actual contractors or proposers must be made in writing and contain the following information.
    - a. Name, address and telephone number of the protestor.
    - b. Identification of the solicitation or contract number and time.
    - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
    - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
    - e. Arguments and authorities in support of the protest.
    - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
  - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
  - i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
  - ii) The successful Proposer violates any of the provisions of these specifications; or



- iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
  - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

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

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

# Appendix A – Proposal Document

**Submittal Checklist: (To determine validity of Proposal)**

**Appendix A (pages 9 through 18 ) must be included in the Proposal submittal.**

**Appendix B – G (pages 20 through 25 ) all forms must be complete and included in the submittal.**

**Appendix J (pages 29 through ) must be included in the Proposal submittal.**

<b>All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.</b>			
<b>RFP Number:</b>	<b>19-21</b>		
<b>Project Title:</b>	<b>Deferred Compensation Plan</b>		
<b>Submittal Deadline:</b>	<b>3:00 P.M.(CST), Wednesday, May 8, 2019</b>		
<b>Submit in person: City of Galveston Purchasing Division., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division., PO Box 779, Galveston, Texas 77553</b>			
<b><u>Proposer Information:</u></b>			
<b>Proposer's Legal Name:</b>			
<b>Address:</b>			
<b>City, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			
<b><u>Proposer Authorization</u></b>			
<b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</b>			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____(day) of _____(month), _____(year)			

**I learned of this Request for Proposal by the following means:**

- |  |   |
|--|---|
| <input type="checkbox"/> Newspaper Advertisement | <input type="checkbox"/> City E-mail Notification |
| <input type="checkbox"/> Galveston Website       | <input type="checkbox"/> Cold Call to City        |
| <input type="checkbox"/> Mailed Me a Copy        | <input type="checkbox"/> Other                    |

**Appendix A – Proposal Document (continued)**

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

**1. Proposed Products and/or Services**

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

**2. Cost of Proposed Products and/or Services**

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

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

**3. Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for five (5) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. This section left intentionally blank.
- B. This section left intentionally blank.
- C. This section left intentionally blank.

**4. Proposer’s Experience / Staff**

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

**State the number of years’ experience the business has: \_\_\_\_\_; and the number of employees: \_\_\_\_\_.**

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

**5. References – This section is required.**

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

Reference #4:

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

**6. Trade Secrets and/or Confidential Information**

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

**7. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: \_\_\_\_\_.
- B. Prime contractor HUB / MWBE registration number: \_\_\_\_\_.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): \_\_\_\_\_.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

**8. Emergency Business Services Contact Notice**

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

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

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

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

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

Contract #: \_\_\_\_\_

Description: \_\_\_\_\_

Primary Contact (Name): \_\_\_\_\_

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

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

**9. Cooperative Governmental Purchasing Notice**

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

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

**Yes, Others can purchase purchase.**

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

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

**1. Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

## 2. **Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based



and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City’s Legal Department prior to being signed by the City Manager, (City’s authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### **3. Financial Responsibility Provisions**

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such

form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

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

Insurance coverage shall be on an "occurrence basis"

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

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

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, **per the Scope of Work**, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.

- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

# Appendix B – Form CIQ

## INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

### **THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

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

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

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

**WHEN:** The person or business must file:

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

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

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

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

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

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

**FORM CIQ**

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

**OFFICE  
USE  
ONLY**

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

Date  
Received

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

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

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

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

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

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

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

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

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

**4.**  
 \_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_ Date

Adopted 06-29-2007

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

## Appendix C - House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or

Business Name) \_\_\_\_\_ (hereinafter referred to as Company)

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

- a. **Does not boycott Israel currently; and**
- b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

**On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2018.**

[SEAL]

\_\_\_\_\_  
**NOTARY PUBLIC in and for the State of \_\_\_\_\_**

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

## Appendix D – Property Tax Statement

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

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

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

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

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

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

---

---

---

Proposer’s Printed or Typed Name

---

Proposer’s Signature

---

Date

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

## Appendix E – Nepotism Statement

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

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

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

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

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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



## Appendix F – Non-Collusion Statement

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

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

---

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

PROPOSER (SIGNATURE) \_\_\_\_\_

PROPOSER (PRINTED NAME) \_\_\_\_\_

POSITION WITH COMPANY \_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS PROPOSAL

\_\_\_\_\_

COMPANY OFFICIAL  
(PRINTED NAME) \_\_\_\_\_

OFFICIAL POSITION \_\_\_\_\_

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

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

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN  
PAYMENT OF PROCUREMENT.**

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

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

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

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**END OF DOCUMENT 00435-FAA**

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

## Appendix H – No Intent to Submit Form

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

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

City of Galveston  
Purchasing Division  
823 Rosenberg St. Room 306  
Galveston, Texas 77550

**Please check all items that apply:**

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

COMPANY NAME (Please print): \_\_\_\_\_

Authorized Officer Name (Please print): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**You may also email this form to: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).**

## Appendix I – ACH Form



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

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

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

Please email to:

[accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov)

Or mail to:

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

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

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style.

Michael W. Loftin  
Assistant City Manager – Finance

# Appendix I – ACH Form continued



## City of Galveston

### ACH Payment Agreement Form

#### Authorization Agreement

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

Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

#### Account Information

Name of Financial Institution: \_\_\_\_\_

Financial Institute Address: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

SWIFT Code: (if applicable) \_\_\_\_\_

#### Signature

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.**

## Appendix J – Scope of Services

**1. Project Title: Request for Proposals # 19-21 Deferred Compensation Plan**

**2. Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

**3. Special Conditions**

**No Bid Bond is required for this proposal.**

**4. Proposal Evaluation Factors**

Emphasis	Factor
20	PRICE (Expenses)
10	VENDOR EXPERIENCE (Organization and History; Client Service and Quality Assurance; Conversion Process and Transition Services)
15	LOCAL SERVICE/MEETINGS/COMMUNICATION (Communication and Education; Client Service/Quality Assurance)
15	COMPLIANCE/LLEGAL-ASSISTANCE/PLAN DESIGN/ADMINISTRATION/FIDUCIARY 3(21) OR 3(38). (Regulatory Services; Computer Systems Capabilities and Hardware; Trustee and Custodial Services; Recordkeeping/Administration)
25	EASE OF DOING BUSINESS FOR EMPLOYER AND EMPLOYEES (Reporting; Client Service/Quality Assurance; Record Keeping/Administration; Call Center, Internet Access and Voice Response)
15	INVESTMENT PERFORMANCE/INVESTMENT ADVICE (Investment Menu; Trustee/Custodial Services)

**5. Brand Manufacture Reference**

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

**6. Key Events Schedule**

Proposal Release Date	April 8, 2019
Pre Proposal	April 23, 2019 10am
Deadline for Submittal of Written Questions	April 26, 2019 2pm
Sealed Proposals Due to and Opened by City	May 8, 2019 3pm
Anticipated Committee Evaluation Review Date	June 2019
Anticipated Award Date	June 2019

**7. Scope of Services Please see following pages**



## **457(b) DEFERRED COMPENSATION PLAN**

### **REQUEST FOR PROPOSAL FOR RETIREMENT PLAN RECORD KEEPING SERVICES**

## I. OVERVIEW

The City of Galveston, Texas (hereinafter "City") is soliciting proposals from qualified firms (hereinafter "Proposing Firm(s)" or "Firm(s)") to provide retirement plan administration, record keeping, education, and communications for its current 457(b) Deferred Compensation Plan (hereinafter "Plan").

## II. RFP TIMELINE AND PROCESS

The City plans to adhere to, but reserves the right to change, the following schedule:

RFP issue date:	April 8, 2019
Questions and clarifications from Proposing Firms	April 26, 2019 2pm CST
Response to questions and clarifications:	April 30, 2019
Proposal due date:	May 8, 2019 3pm CST

### QUESTIONS AND CLARIFICATIONS

If any Proposing Firm is in doubt as to the true meaning of any part of this RFP, please submit questions to the Purchasing Division at [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov)

### CONTRACT PERIOD

Any contract resulting from this RFP shall be effective for five (5) years upon execution by the City. The City reserves the right to sign any document necessary to protect prices, delivery schedules and/or any other critical factor contained in the response to this RFP. No action will be binding on the City until a contract has been executed by all applicable parties.

### SUBMISSION OF RESPONSES

Proposals must be received on or before Wednesday, April 24, 2019 at 3:00pm Central Standard Time. All submissions must be submitted in person or by mail to the Purchasing Division. No proposal will be accepted electronically, either by fax or email.

It is the responsibility of the Proposing Firm to ensure their proposal arrives by 3:00pm Central Standard Time on the due date. Responses received after the prescribed due date and time will be disqualified from further consideration. Absolutely no late submissions will be accepted or considered.

### DESIGNATED POINT OF CONTACT

All communications with the City shall be with the Purchasing Division. Unauthorized direct contact from a Proposing Firm with the City of Galveston, any of its employees or with any Committee or Council Members in regards to this solicitation may disqualify the Firm from the search.



## **EVALUATION/SELECTION PROCESS**

All proposals will be scored by an evaluation committee. Proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time

The City's process is as follows:

City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the criteria as stated above.

Once proposals are scored, the evaluation committee may elect to hold negotiations with the highest ranked Firm. After negotiations are performed, if needed, the evaluation committee may request the finalists to submit a Best and Final Offer (BAFO).

Should negotiations be unsuccessful, the City may enter into negotiations with the next, highest ranked Firm. The process shall continue until an agreement is reached with a qualified Firm.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending interviews/negotiations.

The City reserves the right to negotiate the final fee prior to recommending any Firm for a contract.

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

The City reserves the right to award highest ranked Firm without negotiation of any proposal.

## **III. PROPOSAL REQUIREMENTS & PLAN SPECIFICS**

### **PLAN SPECIFICS**

The City Plans that will be considered in this RFP are as follows:

1. 457 (b) Plan currently with Nationwide
  - a. \$13,049,832 in estimated assets
  - b. \$817,000 in estimated yearly inflows
  - c. Approximately 277 account balances
  
2. 457 (b) Plan currently with One America (AUL)
  - a. \$1,780,553 in estimated assets
  - b. \$94,162 in estimated yearly inflows
  - c. Approximately 49 account balances

3. 457(b) Plan currently with ICMA-RC
  - a. \$646,850 in estimated assets
  - b. \$22,000 in estimated yearly inflows
  - c. Approximately 5 account balances

## **EDUCATIONAL REQUIREMENTS**

The City would like to request that the record keeper provide onsite educational services (approximately 4 per year) plus annual educational presentations (approximately 1 per year). These meetings will be conducted at various City locations via group meetings and/or one-on-one meetings.

## **ORDER OF PROPOSALS**

Proposals must be submitted on 8-1/2 inch by 11 inch paper. They must be bound using comb binding, spiral binding, or binder clips. No binders or notebooks are to be submitted.

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

### **1. Required Forms**

Include all of the forms requiring signatures or acknowledgement. Appendices A through G, forms in the special conditions section of Appendix J, and any issued Addenda.

### **2. Qualifications and Experience**

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the services for the City of Galveston. Include: (i) Company Profile – brief discussion of the company, its history and services offered; (ii) Experience – brief descriptions of services in regard to the providing retirement plan administration, record keeping, education, and communications for its current 457(b) Deferred Compensation Plan (hereinafter "Plan"). (iii) Proposer should submit any supporting documentation available and identify and list all special services offered.

### **3. References**

Proposer is to provide reference for similarly successful services from four (4) governmental agencies, including the name of the agency, contact name, telephone and email address.

You may use the form provided in the RFP documents on page 12 for this section, or use your own format.

### **4. Questionnaire**

Proposer is to provide answers and supporting documentation to the following questionnaire. All answers must be in order as listed below.

## IV. QUESTIONNAIRE

### A. Organization and History

- A1. Provide a brief overview of your company including an organizational chart of your retirement plan operations. Please describe any parent/subsidiary/affiliate relationships.
- A2. Please provide the names, titles, addresses, email address, telephone, and fax numbers of the individuals responsible for responding to this request.
- A3. Indicate how many years your company has been active in the government 457(b) and 401(a) defined contribution plan business.
- A4. Please provide a breakdown of your defined contribution plan client base as follows:

	# of Plans	\$ Plan Assets	# of Participants
457(b) Plans			
401(a) Plans			

	# of Plans	\$ Plan Assets	% of Total Record Keeping Business
Under \$5 million			
From \$5 million to \$20 million			
From \$20 million to \$50 million			
From \$50 million to \$100 million			
Over \$100 million			

Total Number of Participants	Less than 500	500 – 1,000	1,001 – 5,000	Greater than 5,000
457(b) Plans				
401(a) Plans				

### B. Record Keeping System Capabilities, Technology and Custody Services

- B1. Is your current record keeping platform proprietary or outsourced?

- B2. Can you accommodate the record keeping & administration of 457(b) and 401(a) plans on the same platform with the same pricing structure? (The City might start a 401(a) plan at a later date)
- B3. Describe the account services and transaction capabilities available through your participant website.
- B4. Are there any transactions that cannot be completed through the website?
- B5. Describe your data security and back-up processes. How is participant personal information protected against fraud/theft, and what security protocols are in use to guard against fraud/theft?

### C. Participant Education, Participant Communications and Investment Advice Services

- C1. Please describe your background and experience in providing communication and education programs to public sector employees.
- C2. Describe the process you use to help plan sponsors measure the effectiveness of employee education efforts.
- C3. Do participant statements aggregate all account information if the employee were to have multiple plans/accounts with you? (Yes/No)
- C4. Provide a sample quarterly participant account statement

### D. Plan Sponsor Services, Reporting and Tools

- D1. Will your Firm assign a relationship manager that will serve as a single point of contact?
- D2. Indicate which administrative functions the City may outsource, assuming they make use of all your administrative services and authorize your Firm to make approvals or otherwise perform.

	Will Proposing Firm perform this function? (Yes/No)	Once authorized, will the Proposing Firm carry out this function without further City involvement? (Yes/No)
Qualified Domestic Relations Order (QDRO) Review		
QDRO Approval		
Unforeseen Emergency Distribution Review		
Unforeseen Emergency Distribution		
Beneficiary Change Processing		
Termination Distribution Processing		

	Will Proposing Firm perform this function? (Yes/No)	Once authorized, will the Proposing Firm carry out this function without further City involvement? (Yes/No)
Minimum Required Distribution Processing		
De minimis Distribution Processing		
Plan Document Review/Update		
New Participant Loan Applications and Approval		

- D3. Are there any Plan transactions that require an authorized City representative to approve?
- D4. Briefly describe any other administrative outsourcing services, not yet noted, that your Firm would make available to the Plans.

### **E. Investment Architecture**

- E1. Is your platform “open architecture”?
- E2. How many investment options are there to choose from on your platform?
- E3. Are there any proprietary fund requirements within the fund lineup?
- E4. For Stable Value funds to include insurance company general accounts, insurance company separate accounts and Collective Investment Trusts, please explain potential liquidity restrictions (12 month put, 5 year spread pay, or market value adjustment or any other restrictions) if the City of Galveston terminated its contract with you.
- E5. Can your record keeping platform perform fee levelization? If so, please describe your process.

### **F. Transition of Plans**

- F1. Explain your conversion process, including timelines.
- F2. How will you handle accounts already in systematic distribution during a Plan transition?
- F3. Describe your plan and capabilities for the transition of participant loans.
- F4. Briefly describe your approach to communicating with retired or otherwise separated employees.

### **G. Fee Structure**

- G1. Please outline your proposed annual fee for providing retirement plan administration, record keeping, participant services, plan sponsor services and on-site education.

- G2. Are there any start-up/conversion costs and is there a termination cost?
- G3. Will your Firm, if directed, credit revenue share from the investment providers towards offsetting any plan administration fee? (Yes/No)
- G4. Provide a list of all other participant-related administration expenses. Items such as loan fees and additional withdrawal processing expenses should be included.