



**CITY OF HELOTES
REQUEST FOR PROPOSAL (RFP) 2021
SUBSCRIPTION BASED URGENT AND EMERGENCY CARE SERVICES**

The City of Helotes, Texas is soliciting proposals from qualified companies to provide subscription based urgent and emergency care services to the employees.

Non-Mandatory Pre-Submittal Conference

The City of Helotes has organized a Pre-Submittal Conference to go over any questions, comments or concerns from prospective consultants. **Attendance at the preproposal conference is non-mandatory.**

Wednesday, September 15 @ 2 p.m.

Helotes City Hall
Council Chambers
12951 Bandera
Helotes, TX 78023

IMPORTANT DATES

Solicitation Release Date September 2, 2021
Pre-Submittal Conference..... September 15, 2021 @ 2 p.m. (CST)
Final Question Accepted..... September 20, 2021 @ 4 p.m. (CST)
Submittal Deadline October 1, 2021 @ 2 p.m. (CST)

City Contact Mailing/Physical Address
City of Helotes
April Newby, Human Resources Manager
P.O Box 507
12951 Bandera Helotes, Tx 78023
Phone: 210-695-5904
E-mail: anewby@helotes-tx.gov

City of Helotes



Request for Proposal

for

Urgent and Emergency Care Subscription Services

Issued: Thursday, September 2, 2021
Proposals Due: Friday, October 1, 2021

12951 Bandera Road
P.O. Box 507, Helotes, Texas 78023
(210)695-8877 (210)695-2123 fax

Contents

I. BACKGROUND.....	3
II. PROJECT OVERVIEW.....	3
III. QUALIFICATIONS	4
IV. TERM OF CONTRACT	4
V. PRE-SUBMITTAL CONFERENCE	4
VI. PROPOSAL REQUIREMENTS	5
VII. COMMUNICATION/CLARIFICATION	5
VIII. AMENDMENTS TO RFP.....	5
IX. SUBMISSION OF PROPOSALS	6
X. EVALUATION CRITERIA.....	7
XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS.....	8
XII. SCHEDULE OF EVENTS.....	9
XI. PROPOSAL FORMAT AND REQUIRED CONTENT	10

RFP Attachments

Attachment A	Respondent Questionnaire
Attachment B	Proposer's Certification
Attachment C	Statement of Business Responsibility
Attachment D	Litigation Disclosure Form
Attachment E	Indemnification Requirements
Attachment F	Mandatory Requirements for Insurance
Attachment G	Signature Page

* The words “vendor,” “service provider,” “contractor,” “respondent,” “proposer,” and “firm” are used interchangeably in this RFP.

I. BACKGROUND

The City Helotes is a Type A general-rule municipality, meaning that is a municipality that is limited to governmental structures and powers specifically granted by state law, incorporated in 1981. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and by state law, all powers of the City are vested in the elective City Council, which enacts local legislation, adopts budgets, determines policies, and appoints the highest-level city officials. The City Council executes the laws and oversees the government of the city. The City is a full-service City and provides a wide variety of services to citizens and visitors in the Helotes area.

Services include police, fire/ems, development services, building inspections, code enforcement, public works, and general administrative activities. The City of Helotes follows a “Mayor-Council” form of government and is governed by a Mayor and five (5) Councilmembers who serve staggered two (2) year term.

There are currently approximately 87 employees, with 71 employees qualifying for benefits.

II. PROJECT OVERVIEW

The City of Helotes, Texas (“City”) is distributing this Request for Proposal (“RFP”) to evaluate potential healthcare facilities to provide a subscription-based urgent and emergency care contract for City employees, dependents and COBRA eligible participants that are enrolled in the City’s health plans.

The intent of this RFP is to communicate the City’s requirements and to provide vendors with sufficient information to enable them to prepare responses. The City intends to select a service provider prior to November 1, 2021.

This RFP is not an offer to enter into an agreement with responding vendors. Only the execution of a written contract will obligate the City in accordance with the terms and conditions in such contract. This RFP represents the City’s request to receive proposals from vendors that are interested in providing subscription-based healthcare services to City employees and dependents.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with one or all qualified vendors, or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so. The City may require the vendor(s) selected to participate in negotiations and to submit technical or other revisions of

their proposal, as a result of any such negotiations. The City reserves the right to interview approved company staff prior to awarding a contract. The lowest priced proposal will not necessarily be the one which is accepted.

The term of the contract shall be for a period not to exceed one (1) year, with the City's sole option to renew for additional two, one-year periods. The City shall pay the winning Respondent a fixed monthly rate per employees qualifying for benefits for subscription services below. The winning Respondent will be required to comply with Best Management Practices for its industry and all applicable City, State, and Federal laws and comply with all changes in City, State, and Federal laws within thirty (30) days after the change is made or sooner if required by law. Changes resulting in a significant financial impact to the contractor will be addressed by the City in the form of a change order or amendment to the contract, if determined to be necessary by the City.

Scope of Work

The City of Helotes (City) requires the services of a qualified company(s) specializing in providing urgent and emergency care services on a subscription plan paid by the City and fixed rates for services.

The selected responder(s) shall provide medical, urgent and emergency care services to the City's full-time employees (currently 71) on an as-needed basis. All services rendered through subscription service **are not eligible** to be charged to individual insurance.

III. QUALIFICATIONS

Facility must demonstrate the resources, expertise and ability to complete the aforementioned activities. Previous involvement with similar projects will be an important factor in evaluating the qualifications of the vendor.

IV. TERM OF CONTRACT

The term of the contract shall be for a period not to exceed one (1) year, with the City's option to renew for two, one-year periods. The City reserves the right to lower the term of the contract before contract execution.

V. PRE-SUBMITTAL CONFERENCE

A voluntary pre-submittal conference will be held for this RFP on Wednesday, September 15, 2021 at 2 p.m. at Helotes City Hall, 12951 Bandera Road, Helotes, TX 78023. Only written responses placed on the City website shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding upon the City.

VI. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence. The response must be delivered in a binder along with the electronic copy on or before the date specified above.

- A. RESPONDENT QUESTIONNAIRE: Complete and submit Section I. Scope of Service, and RFP Attachment A, Respondent Questionnaire.
- B. PROPOSER'S CERTIFICATION: Complete and submit RFP Attachment B, Proposer's Certification.
- C. STATEMENT OF BUSINESS RESPONSIBILITY: Complete and submit RFP Attachment C, Statement of Business Responsibility.
- D. LITIGATION DISCLOSURE FORM: Complete and submit RFP Attachment D, Litigation Disclosure Form.
- E. INDEMNIFICATION REQUIREMENTS: Complete and submit RFP Attachment F, Indemnification Requirements.
- F. SIGNATURE PAGE: Complete, sign, and submit RFP Attachment G, Signature Page.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein, and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND, THEREFORE, DISQUALIFIED FROM CONSIDERATION.

VII. COMMUNICATION/CLARIFICATION

If any Respondent is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to April Newby, Human Resources Manager, anewby@helotes-tx.gov, no later than 4 PM on September 20, 2021. An interpretation of the request shall be made only by written response, duly issued, with a copy posted for review on the City website.

VIII. AMENDMENTS TO RFP

Should specifications be revised prior to the deadline for submission of the RFP, the City will issue addendum addressing the nature of the change and post them on the City's website <http://www.helotes-tx.gov> under "Notices.". Respondent should acknowledge any addendum and return the form with their RFP package. Respondent is responsible for checking the City's website to determine if any addendum have been issued prior to submitting their RFP response. Failure to consider all addenda will be at the respondent's risk.

IX. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) complete original proposal signed in ink, three (3) hard copies of the entire proposal and one (1) electronic copy in PDF format on USB Flash Drive in a sealed package clearly marked with the project name, **“RFP 2021, Subscription Urgent and Emergency Care Services,”** shall be marked on the front of the package. The City will not be responsible in the event that the U.S. Postal Service or any other carrier system fails to deliver the sealed proposal to the City by the given deadline above. Until the final award by the City of Helotes City Council, the City reserve the right to reject any and/or all qualifications, to waive technicalities contained in the proposal and to accept any proposal deemed most advantageous to the City. City also reserves the right to reject all bids and to re-advertise, or otherwise proceed when in the best interest of the City.

- B. All Proposals must be received by the Human Resources Manager **no later than 2:00 p.m., Central Time, on October 1, 2021** at the address below. **Any Proposal received after this time shall not be considered and will be returned, unopened, to the Respondent.** Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt by the Human Resources Manager by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival. The City will not be responsible in the event that the U.S. Postal Service or any other carrier system fails to deliver the sealed proposal to the City by the given deadline above.

Physical Address: Human Resources Manager
City of Helotes, Texas
12951 Bandera Road
Helotes, Texas 78023

Mailing Address: Human Resources Manager
City of Helotes, Texas
P.O. Box 507
Helotes, Texas 78023

Proposals sent by facsimile or email will not be accepted.

- C. All provisions in Respondent’s proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

- D. All proposals shall become the property of the City upon receipt and will not be returned. The contents of the proposals shall be kept confidential through the negotiation process. After the contract is awarded all proposals will be available for public inspection. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public

record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. If City receives a request for copies of the Proposals under the Texas Public Information Act, City will notify the proposer of their rights to keep the information confidential

- E. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal or during any phase of the selection process shall be borne solely by Respondent.
- F. Until the final award by the City of Helotes City Council, the City reserve the right to reject any and/or all qualifications, to waive technicalities contained in the proposal and to accept any proposal deemed most advantageous to the City. City also reserves the right to reject all bids and to re-advertise, or otherwise proceed when in the best interest of the City.

X. EVALUATION CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

If the City elects to conduct interviews, Respondents may be interviewed and re-evaluated based upon these same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services.

Proposals should be organized to clearly address the following criteria:

Evaluation Criteria	Possible Points
Ability to Provide Services/Requirements and Program Services <ul style="list-style-type: none"> • Range of availability of services • Number of locations available for care 	35
Experience/Qualifications	20
Fee Schedule <ul style="list-style-type: none"> • Cost for Subscription charged to City • Cost of services charged to Employee 	35
References	10
Total Points Possible	100

XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City and its employees, as determined by the City.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection of or alternate RFP on the part of City.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP and reissue a subsequent solicitation and/or remedy technical errors in the RFP process.
- E. No services shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance, as required in this RFP and the Contract. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the winning Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. The Respondent acknowledges that the City is a political subdivision of the State of Texas and under the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. No provision in the Contract is intended to be, nor will it be construed to be, a waiver by the City of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege allowed under the laws of the State of Texas.
- H. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions and that none of the parties hereto will have authority to bind the others or to hold out to third parties that it has such authority.

- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Helotes not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. 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. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Secretary. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Secretary, P.O. Box 507, Helotes, TX 78023. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Secretary, 12951 Bandera Road, Helotes, Texas 78023. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

- K. In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Form 1295 is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

XII. SCHEDULE OF EVENTS

The following is a list of projected dates / times with respect to this RFP:

RFP Issue Date

Thursday, September 2, 2021

Pre-Submittal Conference

Wednesday, September 15, 2021, 2 p.m.

Final Questions Accepted

Monday, September 20, 2021, 4:00 p.m.

Proposals Due

Friday, October 1, 2:00 p.m.

XI. PROPOSAL FORMAT AND REQUIRED CONTENT

A. Proposals shall include the following parts:

1. **TITLE PAGE.** The Proposal should begin with a title page bearing the name and address of the Vendor and the name and number of this RFP.
2. **IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS.** If applicable, information the vendor claims to be confidential, proprietary commercial information or trade secrets shall be identified after the Title Page and before the Table of Contents in the Vendor's Proposal. This information, along with any claim of confidential financial information, should also be disclosed. The Responder must include an explanation for each individual claim of confidentiality.
3. **TABLE OF CONTENTS.** A table of contents for the Proposal should follow the title page or the Vendor's confidential, proprietary information or trade secrets claims.
4. **COVER LETTER.** Provide a cover letter and firm/company profile introducing the Responder (one-page). Should also include name, telephone number and email address of contact person.
5. **RESPONSE TO OVERVIEW OF SERVICES.** Responses must be clear and thorough, but concise, and should demonstrate the vendor's overall understanding of the services required, including any assumptions, standards and deliverables.
6. **EXPERIENCE AND EXPERTISE.**
 - a. Provide a description of your firm/company and examples of your firm/company's commitment to the services set forth in the RFP and/or local government clients in general as well as documentation of a minimum of five (5) consecutive years' experience in providing the services required.
 - b. Provide evidence that physicians and physician assistants or nurse practitioners are licensed by the Texas Board of Physicians and/or Texas Board of Nursing.
 - c. If relevant, identify any subcontractors, what portion of the work they will be doing, detail their qualifications and capabilities to provide the services rendered.
 - d. Please also answer the following questions and processes:
 - i. Describe your firm/company's other clients, and state if they are city, county or state governments.
 - ii. Describe hours of operation.
 - iii. Provide a complete list of locations.
 - iv. Services offered, and distinguish if any services are only available at certain locations.

- e. Provide any additional information you wish to call to the City's attention regarding your firm/company's capabilities.

7. **FEE SCHEDULE***

- a. Provide detailed fee schedule of rates. Fee Schedule shall be fixed for the initial contract term.

*Provide tier fee schedule rate system examples:

- Tier 1 - \$10 Subscription Cost per employee
 - Flat rate cost for each service
- Tier 2 - \$15 Subscription cost per employee
 - Flat rate cost for each service
- Tier 3 - \$20 Subscription cost per employee
 - Flat rate cost for each service

RFP ATTACHMENT A

RESPONDENT QUESTIONNAIRE

PART A - GENERAL INFORMATION

Respondent Information: Please provide the following information regarding the Respondent and any Co-Respondents.

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.

Respondent Name: _____

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: _____

Business Structure: Check the business structure of the Respondent.

Individual or Sole Proprietorship. If circled, list Assumed Name, if any: _____

Partnership

Corporation If checked, choose one:

For-Profit Nonprofit

Check one:

Domestic Foreign

Other If checked, list business structure:

Printed Name of Contract Signatory: _____

Title: _____

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: _____

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

___ Yes ___ No

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

___ Yes ___ No If "Yes", list authorizations/licenses:

Where is the Respondent's corporate headquarters located?

Local Operation: How many facilities does the respondent have in the San Antonio metropolitan area? How many physicians does the respondent have available in these facilities?

of facilities: _____
of physicians: _____

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.

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.

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, final disposition, and amount of assets.

Provide any other names under which Respondent has operated within the last 10 years, and, if applicable, list all states in which the organization currently operates in.

PART B - REFERENCES

Name, title, address, telephone number and email address of three (3) former or current clients who have, within the last five years, contracted for services similar to those described in this RFP.

RFP ATTACHMENT B

Proposer's Certification

I have carefully examined the Request for Proposal and any other documents accompanying or made part of the Request for Proposal.

I have agreed to abide by all conditions of this Request for Proposal.

I certify that all the information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Respondent as its act and deed and that the aforementioned firm is ready, willing, and able to perform, if awarded the contract.

I further certify that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting proposals for the same product or service. Further, I certify that no officer, employee, or agent of the City of Helotes or any other proposer interested in said proposal has been lobbied. Moreover, the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Signature

Printed Name of Business

Printed Name & Title

Address

City / State / Zip Code

Phone

E-Mail

RFP ATTACHMENT C

Statement of Business Responsibility

Name of Business: _____

Business Address: _____

Business Phone: _____ E-mail: _____

Contact Name: _____

Business Classification (check all that apply):

Individual Corporation Partnership

Name of Owner: _____

Federal ID / Social Security Number: _____

Is firm licensed through the State of Texas Health and Human Services? Yes: No:

If yes, what type of licensing does Respondent have? Provide proof of licensing.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

1. 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

2. 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 Helotes or any other Federal, State or Local Government, or Private Entity?

Yes No

3. 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 Helotes 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 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.

RFP ATTACHMENT E

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:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and its elected officials, employees, officers, directors, volunteers and representatives, individually and 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 CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, 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 the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY 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 AGREEMENT 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.

RFP ATTACHMENT F
MANDATORY REQUIREMENTS FOR INSURANCE

Prior to the execution of the contract by the City, the Vendor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Texas evidenced by a certificate of insurance and/or copies of the insurance policies. The Vendor’s insurance shall be primary.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Vendor’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Respondent’s insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers’ Compensation 2. Employers’ Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CA 20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Medical Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

RFP ATTACHMENT G

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Respondent Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If Proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments E & F.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form, RFP Attachment D, with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

5. Respondent agrees to fully and truthfully submit Respondent Questionnaire, Proposer's Certification, and Statement of Business Responsibility forms (RFP Attachments A, B, and C) and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.