



CITY OF WACO

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

REQUEST FOR PROPOSALS

RFP No: 2010-032

TO: Interested Vendors

PROPOSAL INVITATION COVER SHEET

Commodity/Service: **Excess Workers' Compensation Insurance**

Deadline for Insurance Applications

To be received by the Risk Manager: 5:00 o'clock p.m., January 27, 2010

Proposal Closing/Opening Time: 2:00 o'clock p.m., February 10, 2010

Proposal Opening Location: City of Waco, Purchasing Services
1415 North 4th Street
Waco, Texas, 76707

NOTICE

Upon receipt of this document you agree to complete the form below and fax this page to 254-750-8063. Failure to do so will transfer the sole responsibility of obtaining all addenda to you, the bidder, and releases the City of any liability regarding this matter.

All pages of this request must be initialed (a place for such is provided at the bottom of each page) by the person authorized by your company to commit your company to all instructions, conditions and pricing as defined, or entered in or on, the documents. Your initials indicate that you have read, understand and agree to all instructions and conditions included in this request. Bids or proposals returned without all of the pages, or pages that are not initialed, may be considered "non-responsive" and can be rejected.

TO BE COMPLETED BY VENDER

The undersigned agrees, if this bid offer is accepted within _____ calendar days (120 days unless different period is inserted) after date of opening, to fully comply in strict accordance with the invitation, bid, specifications and provisions attached thereto for the amounts shown on the accompany bid sheet(s).

Firm: _____

Signature of Person
Authorized to Sign Proposal: _____ Email: _____

Signor's Name and Title
(print or type): _____

Date: _____, Telephone: _____, Fax: _____

Section I. General Requirements

A. The City of Waco seeks competitive proposals for excess workers' compensation insurance. The City is prepared to accept reasonable retentions or deductibles compatible with its financial strengths, providing that the premium credits justify the assumption of the additional risk. The City will also consider a plan that deviates from the options requested if it offers greater benefits to the City. The insurance program anniversary date is March 1, 2010.

B. City of Waco underwriting data are included in Section IV.

C. The current excess workers compensation policy is with the Midwest Employers Casualty Company. The agent is the Roach, Howard, Smith & Hunter Agency. The policy is written with statutory coverage for the State of Texas and an employer's liability limit of \$1,000,000. The self-insured retention (SIR) is \$400,000 for all classifications of employees. The most recent deposit annual premium was \$65,564. The estimated payroll for the City's 1,585 full and part time employees is \$66,372,110 for fiscal year 2009-10. For reporting purposes, the Third Party Administrator (TPA) is Sedgwick Claims Management Services, Inc., Irving, Texas.

D. Insurance Program Alternatives Requested. Self-insured retentions other than the \$400,000 SIR currently carried for excess workers' compensation will be considered. Although the City does not currently carry aggregate stop loss protection for workers' compensation, it will consider proposals with and without aggregates. The costs of such alternatives must be clearly defined so as to allow the City to select a program without aggregate stop loss if it so desires. We do require, however, that you provide at least one quotation with the current SIR's and limits of liability as expiring.

E. Three-year, fixed premium rate programs are requested and are preferred over annual fixed rate programs. Insurance premiums are requested to be shown without commissions. The dollar fees your agency will charge to service the City' account should be shown separately. When setting your annual account service fees please keep in mind that the City is essentially self-sufficient regarding its required risk management services.

F. Communications. The underwriting data included in this document is believed to be accurate and up-to-date, but is not intended to be an implied warranty. Requests for additional underwriting information will be directed to Gary Urban, Director of General Services, City of Waco, P.O. Box 2570, Waco, Texas 76702-2570; FAX: (254) 750-8061; or e-mail: garyu@ci.waco.tx.us by 5:00 p.m. on February 4, 2010.

G. Timetable for Responses.

The following is the timetable for submission of proposals and the evaluation and selection process (however, all dates are subject to change):

- January 15, 2010 RFP Released by the City of Waco.

- January 27, 2010 Insurance Policy Application due to Mr. Urban by 5:00 p.m. May be sent electronically. garyu@ci.waco.tx.us

- February 1, 2010 City of Waco to return Applications

- February 4, 2010 Final day to ask for additional information from the Risk Management Department. See Section I. F.

- February 10, 2010 RFP responses due to Purchasing Services by 2:00 p.m.

- February 16, 2010 Recommendation to purchase insurance presented to City Council.

- March 1, 2010 Effective Date of Policy.

A hard copy of these specifications will be available on the City of Waco website, www.waco-texas.com, or for pick up at the Purchasing Services office located at: Operations Center, 1415 North 4th Street, Waco, TX 76707; phone: 254-750-8433 after 8:00 AM on January 15, 2010. Written requests that the specifications be mailed to an agency or market should be directed to the Purchasing Services office. The requestor should provide its UPS, Fed Ex, or other courier service account number against which the delivery expense will be charged.

Three (3) copies of your Proposal Response must be submitted (1) inside a sealed envelope (2) clearly marked on the outside with the proposal number, opening date, and **“RFP 2010-032 EXCESS WORKERS’ COMPENSATION INSURANCE”**. Proposals may be mailed or hand delivered to:

<u>Via US Mail:</u>	<u>Via Delivery Services:</u>
City of Waco Purchasing Services – Operations Center P.O. Box 2570 Waco, Texas 76702-2570 ATTN: KELLY HOLECEK	City of Waco Purchasing Services – Operations Center 1415 North 4 th Street Waco, Texas 76707 ATTN: KELLY HOLECEK Note: US Mail does NOT deliver to this street address

Fax submissions of proposals are not permitted. Proposals received after the prescribed due date and time, regardless of the mode of delivery will be refused and returned unopened to the proposer.

H. Proposal Instructions.

1. Your proposals should be clearly explained and identified. The specifications contain proposal forms that should be completed and attached to your proposal. All blank spaces on the proposal forms must be filled in, with either a unit cost or lump-sum cost stated for each and every item. All costs, including optional programs, must be clearly stated and summarized. Exceptions or deviations from the specifications must be explicitly identified on a page created by you entitled the Exception Form and included at the end of your proposal. You should first provide a quotation for the program as expiring, e.g. current SIR (\$400,000), aggregate and limits of liability, and then offer optional rating plans, retentions, aggregates, limits etc. If alternative plans with different SIR, aggregates or limits of liability are offered you should indicate what makes each plan superior to the others and which of the alternative plans you recommend the City purchase and why.

Please note: If no exceptions are noted on an Exception Form, it will be presumed that your proposal includes the coverage, terms and conditions requested in these specifications. Also, it is mandatory that you list on your Exception Form any material restriction in coverage, conditions or terms that is proposed by the insurer(s). The Exception Form should also be used to list any portion of the specifications that cannot be complied with for technical or legal reasons.

2. Each proposer may clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information which the proposer believes should not be disclosed outside the City. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information if the data:

- Is or becomes publicly available; or
- Was known to the City without restriction at the time of receipt; or
- Is disclosed inadvertently despite the exercise of the same degree of care as the City takes to preserve and safeguard its own proprietary information; or
- Was independently developed by the City; or
- Is obtained from a third party which has an unrestricted right to disclose the information.

3. A completed Authorized Signature Page must accompany proposals. This form must be fully completed and be manually signed. The person signing the proposal must have authority to bind his firm in a contract.

I. Proposal Information.

1. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal. The City is not liable for any costs incurred by any proposer in responding to this RFP.

2. The City encourages full and open competition among proposers. The proposer guarantees that the prices proposed have been established without collusion with other eligible proposers or informed parties and without effort to preclude the City from obtaining the lowest possible competitive price.

3. Any publicity with regard to this RFP, any proposal, future contract negotiations and/or subsequent services, whether in the form of brochures, releases or verbal announcements, may be made only with the express prior written consent of the City.

4. The City assumes no responsibility for errors that may be contained in or for misinterpretations that might be inferred from this document. Every reasonable attempt has been made to ensure that the information contained within this RFP is correct, is current and properly sets forth the requirements of the City as has been determined to date. This RFP document describes the City's tentative plans and if any point is unclear, it is the proposer's responsibility to ascertain the facts and considerations to enable the proposer to properly respond to this RFP in a timely manner.

5. To ensure that all proposers are fairly evaluated, it is mandatory that your response to the RFP follow the prescribed format as indicated in this RFP. Failure to follow these requirements may result in the disqualification of your proposal. References in your proposal to documents that are not provided as part of your proposal will be deemed a failure to respond.

6. All materials submitted in response to the RFP become the property of the City, upon delivery. These materials are to be appended to any formal documentation that further defines or expands the contractual relationship between the City and the carrier. Any restrictions on the use of data contained within the proposal must be clearly stated in the proposal itself.

7. The City reserves the right to reject any and all proposals, whether solicited or unsolicited, or to negotiate separately with any source whatsoever in any manner deemed necessary to serve the best interest of the City. This right includes the type of contract to be awarded. The City reserves the right to waive informalities and minor irregularities in proposals received if deemed in the best interests of the City to do so. There exists no automatic right for a proposer to submit revisions to the original proposal; however, the City may, at its discretion, accept or reject any such revision. Although the City reserves the right to question a proposer concerning a proposal, the City may, at its sole discretion, award a contract without soliciting additional information or clarification from the respondents to this RFP.

8. The City reserves the right to make an award in any way it deems advisable in its best interests. The lowest priced proposal may not necessarily be the proposal chosen, and the City reserves the right to select the proposer(s) that the City, in its sole opinion, determines to best meet the overall needs of the City. At no time shall the City be considered to be under any obligation or commitment to any proposer until after a contract has been entered into.

9. The winning carrier(s) will be notified promptly after a decision has been reached. As per Texas Local Government Code, Chapter 252.049, Confidentiality of Information in Bids or Proposals, "...proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations."

10. During the evaluation and negotiation phases, the City may also request that visits be arranged to review the proposer location(s) where provider relations, claim adjudication or customer service functions are performed.

11. **The carrier should consider its proposal to be final.** There will be no second considerations given to late, incomplete or poorly written responses. The City reserves the right to make inquiries and request clarification or revisions. However, NO "BEST AND FINAL" OFFERS WILL BE REQUESTED AFTER THE PROPOSAL DEADLINE.

12. Carriers, including the incumbents, **shall not** contact City personnel regarding this RFP at any time during the selection process, unless contact is requested by Mr. Urban. The selection process will be conducted between February 10 and February 16, 2010.

13. During the performance of this contract, the carrier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin.

14. The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in McLennan County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

J. Evaluation Criteria.

The proposals will be evaluated on the following criteria:

<u>Criteria</u>	<u>Relative Weight</u>
<i>TECHNICAL PROPOSAL</i>	70%
Questionnaire Responses	40%
References	15%
Viable Options Provided	5%
Financial Strength & Stability	10%
<i>FINANCIAL IMPACT</i>	30%
Total	100%

K. Qualifications – Agents & Brokers.

All agents and brokers submitting proposals for this insurance must have the following minimum qualifications:

- Each proposer is required to provide in their proposal a minimum of three public sector references (preferably municipalities of similar size) for whom you have provided similar insurance and services, giving contact name and phone number of each.
- The agent or broker must be duly licensed to do business in the State of Texas.
- The agency must have Agent’s Errors and Omissions Insurance, with a Limit of at least \$500,000 per occurrence. A certificate evidencing this coverage must be included with the proposal.
- The agency or its successors in interest must have been in business for at least four years.
- The agency must assign a minimum of one qualified account representative to service this account. This representative should have at least five years of experience in workers’ compensation insurance lines and/or holds a professional insurance designation, and must have experience working with municipal insurances.

Section II. UNDERWRITING REQUIREMENTS/COVERAGE SPECIFICATIONS

Please indicate whether or not your program will include the following requested coverages, terms and conditions or if our requests will be satisfied in another manner. We have requested much and realize that all markets will not or cannot comply 100%. Do not feel that because you are unable to provide all the coverages or enhancements requested that you should not propose. The City will seriously consider all proposals submitted.

We do however require that all deviations from the specifications be clearly identified on the page itself and/or explained in a separate page entitled EXCEPTIONS. If an exception to the requested coverage, term or condition is not so noted, you will be deemed to have included such coverage, term or condition in your proposal. If additional room is needed for your response please do so by attaching an addendum. Although we have outlined herein the coverage, limits and retention's we desire, once you have responded to those requests, you are encouraged to offer alternatives you think would benefit the City in some way. Feel assured that your optional offerings would also be considered.

The City desires to hold its insurance premium costs at the same level as expiring and/or preferably less. Your markets should be made aware that once they've proposed a program at the limits and SIR's as expiring they should be encouraged to quote lower limits of liability as an option to reduce the City's premiums.

Please Answer The Following Questions:

A. NAMED INSURED: The named insured for all liability coverages shall be:

The City of Waco, Texas, and its Mayor, Council and all elected and appointed officials, all employees of the City, and members of Boards, Commissions, Committees, Trustees, and Organizations of the City, all community service workers, volunteers, auxiliary police, temporary or contract employees and members of volunteer organizations while acting on behalf of the City of Waco. Yes ___ No ___ Other _____

B. GENERAL INSURANCE PROVISIONS AND EXTENSIONS:

1. Program policy terms are requested in the following priority:

Option a. Three-year policy term with the non-auditable, fixed rate premiums for each policy term. Premiums will be paid for separately on the effective date of each policy term.

Option b. Three-year policy term with non-auditable premiums re-rated at the policy anniversary dates.

Option c. A one-year policy term with non-auditable premiums.

We have proposed the following option(s) listed above:

Option a. ___ Option b. ___ Option c. ___ Other _____

2. Because of the lengthy delays in receiving policies and endorsements, we request your feelings regarding the following payment arrangement:

The premium isn't due to the agent until the insured's policies are delivered complete as agreed to by all.

We agree to such a premium payment arrangement. Yes ___ No ___
Other alternative _____

3. Once the insurance buying order is issued to the winning proposer the City wants its insurance policies delivered by March 26, 2010. Will your carriers agree to this issuing their policies by this date? Yes ___ No ___ Other _____

4. The carriers agree to endorse their policies with all of the coverage, terms and conditions they've consented to in these specifications, if such coverage, terms and conditions aren't clearly evident in their policy forms. Yes ___ No ___

Other _____

5. When subrogation money is obtained, the insured will be reimbursed on a pro-rata basis with the insurer based upon the amounts of loss and expenses each has incurred. Yes ___ No ___ Other _____

6. All claims will be investigated by the City's TPA. The City reserves the right to select its own defense counsel. Yes ___ No ___ Other _____

7. A minimum prior, written notice of cancellation or non-renewal provision of 90 days is requested on all policies in lieu of customary provisions. Yes ___ No ___ Other _____

8. The notice of claims provisions in all policies should be modified with endorsement wording to the effect, as follows;

It is agreed that knowledge of an occurrence, claim or suit by an agent or employee of the insured shall not, in itself, constitute knowledge by the insured unless the City Attorney shall have knowledge. Yes ___ No ___ Other _____

9. All policies should be endorsed to the effect that failure to disclose all facts at the inception date of the coverage shall not prejudice the insurance, provided such failure is due to unintentional error or omission. Yes ___ No ___ Other _____

10. The following lines of insurance can be written by themselves (without supporting coverages or lines of insurance) _____

11. Automatic coverage for newly acquired or formed organizations is requested for a minimum of ninety days subject to proper reporting to underwriters and, if applicable, payment of additional premium. Yes ___ No ___ Other _____

12. The definition of "claim" includes: claims expense, the cost of defense, all damages, sums, losses or amounts for which the insured is legally liable including judgments, settlements and related costs. Yes ___ No ___ Other _____

13. Sample copies of the insurance policy and intended endorsements are included with proposals. Yes ___ No ___ Other _____

14. Defense costs are outside and in addition to the limit of liability. Yes ___ No ___ Other _____

15. The policy should contain a provision that interrelated negligent or wrongful acts, which result in multiple claims, are subject to only one Self-insured retention. Yes ___ No ___ Other _____

16. Policy is written on a "pay on behalf" basis. Yes ___ No ___ Other _____

17. If an A- rated (Rated by A. M. Best or another Rating Agency acceptable to the City) front carrier is an option please so indicate. Yes ___ No ___ If yes, show the additional costs to the City for the use of such an option. _____

C. NON-ADMITTED INSURANCE:

If non-admitted insurance is proposed, the following considerations will become a part of our evaluations:

1. A Rating of A- or higher is preferred, A- or higher rated front carriers will also be considered.
2. The carrier should be on the NAIC approved list and be acceptable to the Texas Department of Insurance.
3. A Cut-Through Endorsement may be required for the policy.
4. A Service of Suit Endorsement should be contained in the policy.
5. Must be in compliance with excess and surplus lines laws.

D. EXCESS INSURANCE LAYERS:

1. Any line or lines of coverage containing excess layers in any amounts must be written on a following form basis. Wording such as the following will be included:

It is understood and agreed that this policy will follow all the terms, provisions, definitions and insuring agreements of the controlling underlying insurance(s), except only as respects premiums and limits, as may be applicable. Yes ___ No ___
Other _____

2. Attach the following endorsement to the policy:

It is agreed that knowledge of an occurrence, claim or suit by an agent or employee of the insured shall not, in itself, constitute knowledge by the insured unless the City Attorney shall have knowledge.

3. Coverage applies to service(s) performed under interlocal cooperative agreements, mutual aid and automatic response contracts, if any.
4. Coverage applies while police officers are engaged in authorized and approved *moonlighting* while performing official police officer duties.
5. Coverage should apply to official law enforcement activities anywhere in the United States.

E. EXCESS WORKERS' COMPENSATION:

1. Insurer
Name(s) _____

Current Financial Rating _____

Rating Group Name: _____

2. Propose full statutory excess workers' compensation, Coverage A. Self-insured retentions ranging from \$300,000 to \$500,000 will be considered.
3. Propose a \$1,000,000 limit of coverage for Employers Liability, Coverage B.
4. Proposals may include aggregate attachment points of 90%, 100% and 125% of the standard premium with a \$1,000,000 aggregate limit of liability. Propose aggregate costs separately.
5. There shall be no restriction in the policy defining who the plan administrator is.
Yes _____ No _____ Other _____
6. The date of occurrence shall be defined as the date established by the laws of the appropriate jurisdiction. For occupational disease, coverage is triggered on the date established by the appropriate jurisdiction.
7. There shall be no time limit restriction on the time during which a claim must be filed. Agreed _____ No _____ Other _____
8. There shall be no penalty for late reporting. Agreed _____ No _____ Other _____
9. All claims costs (expenses) shall apply toward the insured's retained amount. These expenses should not dilute the limits of coverage. Yes _____ No _____ Other _____
10. Regarding any subrogation collections, the City shall be reimbursed on a pro-rata basis with the insurer. Each shall share in the recoveries in accordance to the ratio of

contribution each has made toward payment of the total loss. Yes ___ No ___
Other _____

11. Individuals performing community service, temporary employees and volunteers are to be included within the definition of an employee. Yes___ No___ Other _____

12. Attach a copy of your detailed manual premium worksheet showing payrolls by class codes with their rates and premiums. Also show any premium reductions for premium discounts, experience and scheduled modifications. Yes enclosed ___ Not enclosed _____ Other _____

Section III. PREMIUM PROPOSAL FORM

A Please use this form to summarize the coverage and cost of the program you are proposing. Also include any premium payment plans the carrier has available.

Excess Workers' Compensation	Three Year Fixed Rate Premiums (per year)	Three Year Non Audit Premiums (per year)
	\$ _____	\$ _____

Excess Workers' Compensation	One Year Non Auditable	One Year Auditable
	\$ _____	\$ _____

Alternative Programs \$ _____

B. Show total fees and/or commission dollars payable to your agency for all of the coverages proposed above: \$ _____

These fees and/or commission dollars are included in the premiums proposed above:
Yes ___ No ___ Other _____

C. The signature provided below must be of the individual authorized to offer this proposal and bind coverage.

Agent's / Proposer's Signature Agency / Direct Writer Name

Address City / State / Zip

Phone Number Fax Email

Section IV. UNDERWRITING DATA

The following underwriting data are enclosed:

- A. Personnel Summary – Workers’ Compensation Classification Codes and Payroll (Estimates for FY 09-10 as of October 1, 2008)

- B. WC Claims Experience 10/01/1990 – 01/01/2010

- C. Open Large Claims (> \$150,000) 10/01/1990 – 12/30/2009

- D. Building Occupancy Concentration / FY 10

AGREEMENT TO EXECUTE CONTRACT

The undersigned agrees, if this offer is accepted within 90 calendar days after date of opening, to fully comply in strict accordance with the information provided in response to the Request For Qualifications.

Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Email: _____

Date: _____

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

DRUG-FREE WORK PLACE ACT CERTIFICATION – RETURN WITH PROPOSAL

- 1. The contractor certifies that it will provide a drug-free work place by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor’s work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the work place;
 - (2) the contractor’s policy of maintaining a drug-free work place;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
 - (e) Notifying the City of Waco within ten (10) days after receiving notice under sub-paragraph (d) (2), from an employee or otherwise receiving actual notice of such conviction.
 - (f) Taking one of the following actions, within thirty (30) days of receiving notice under sub-paragraph (d) (2), with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 2. The contractor’s headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Signed by: _____ Signed On: _____, 2010

Print or Type Name and Title: _____

REQUIREMENTS FOR CORPORATION

When an instrument is signed on behalf of a corporation, documentation must be submitted that states the person signing on behalf of the corporation has the authority to do so. That documentation may be in the form of a resolution approved by the Board of Directors, charter provisions, or by-laws.

If a corporation has a document authorizing one or more individuals to enter into contracts or execute and delivery any instrument in the name of the corporation that it may deem necessary for carrying on the business of the corporation, a certified copy of that document may be submitted. The secretary of the corporation must certify that the submitted document is a true and correct copy of the resolution and has not been revoked, amended, or altered and is still in full force and effect. (A certification form is presented below for your convenience.)

If a corporation does not have such a document authorizing someone to enter into a contract on behalf of the corporation, a resolution form is attached for your convenience.

CERTIFICATION

I, _____, certify that the attached
(Secretary of Corporation)

resolution was adopted by the Board of Directors of _____
(Corporation)

_____ at a meeting on the ____ day of _____, 20__,

and has not been revoked, altered, or amended and is still in full force and effect.

(Signature)

(Print Name), Secretary

RESOLUTION

BE IT RESOLVED by the Board of Directors of _____
_____ that
(Name of Corporation)

_____ is hereby authorized to execute a contract
(Name)
with the City of Waco to complete/construct _____
_____.
(Name of Project, Project No.)

_____, Secretary, is authorized to attest the
signature binding the corporation.

Corporate Name
(Corporate Seal) By: _____
Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution
(Secretary of Corporation)
was adopted by the Board of Directors of _____
(Corporation)
at a meeting on the _____ day of _____, 20__.

(Signature)

(Print Name), Secretary)

**CITY OF WACO
PURCHASING SERVICES
MINORITY/WOMEN OWNED BUSINESS CERTIFICATION**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantage Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Native Americans, Asian Pacific Americans, Hispanic Americans, and Women.

Certification: Bidder declares a minority and/or women owned business status:

___ YES; ___ No

If yes, check one or more of the following blocks:

Black ___; Native American ___;

Asian/Pacific ___; Hispanic ___; Woman ___.

COMPANY NAME: _____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE: _____

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

RESIDENT CERTIFICATION

Chapter 2252 of the Texas Government Code "CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS":

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principle place of business is located.

- (1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.**

I certify that as defined in Texas Government Code, Chapter 2252 that:

Yes, I am a Texas Resident bidder; _____ No, I am not a _____ Resident bidder.

COMPANY NAME: _____

PRINTED NAME: _____

SIGNATURE: _____

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

Application For Local Preference Consideration

Section 271.905 of the Texas Local Government Code
“CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS”:

If you DO NOT have your principal place of business located within the City of Waco city limits – STOP – do not fill out this form.

In accordance with Section 271.905 of the Texas Local Government Code, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within five percent of the lowest bid price received from a bidder who is not a resident of the local government, the local government may enter into a **contract for less than \$100,000** with (a) the lowest bidder or (b) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES *NOT* MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME.

BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

1. **Complete this form; and**
2. ***Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.***

I certify that I am a local bidder.

COMPANY NAME: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):

PRINTED NAME: _____

SIGNATURE: _____

***** Read item #2 above BEFORE signing. *****

LITIGATION DISCLOSURE

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

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?

Circle One YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

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

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

BID AND PROPOSAL PROTEST PROCEDURE

Revised October 12, 2004

1. Any actual or prospective bidder or proposer who believes they are injured as a result of a bid or proposal posted by the City of Waco may file a protest. Only written protests may be considered. A written protest includes a protest sent by email or facsimile to the purchasing services department of the city.
2. The protest must be in writing and delivered to the purchasing services department of the City of Waco. The protest may be delivered in person to the department offices located at **1415 North 4th Street, Waco, Texas**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services
c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570**

3. The department must receive the written protest within five (5) business days from the date of receipt of notification of city staff's bid award recommendation being submitted to the Waco City Council for award.
4. The written protest must include the following information before it may be considered by the city:
 - (a) name, mailing address, and business phone number of the protesting party;
 - (b) identification of the bid or proposal being protested;
 - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
 - (d) any documentation or other evidence supporting the protest.
5. The purchasing services department, in necessary conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the purchasing services director's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
6. If the purchasing services department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.

7. A request for the city manager's review must be in writing and received by the purchasing services department within three (3) business days from the date the purchasing services department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the purchasing services department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
8. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
9. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the purchasing services department before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information.

The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the city council during the hearing of visitor's session.

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.
- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person’s employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ 2]:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council or City Manager) with whom there is an affiliation to or business relationship and you checked the “Yes” box in Section 3 A, B, or C.
If there is more than one local government officer (City Council or City Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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). 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.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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 governmental entity

Date Signed

