



Request for Proposal (RFP)
RFP-2023-06

Employee Benefits Insurance Broker and Consulting Services

Effective Date: May 15, 2023

RFP Due Date: June 6, 2023, by 12:00 PM

Please return to:

ATTN: City Secretary
City of Sanger
502 Elm Street
Sanger, Texas 76266

Phone: 940-458-7930

INTRODUCTION

Purpose of RFP

The City of Sanger (hereinafter referred to as the “City”) is requesting proposals from qualified brokers and/or consultants to provide professional services related to our fully insured employee benefits package offering. This includes but is not limited to, services relating to health (including prescription plans), dental, vision, group life/AD&D, long and short-term disability, EAP programs, ACA reporting, COBRA compliance, and other benefits. Services to the City should include compliance, cost analysis, savings, strategic planning, and any other services that may be suggested to benefit the City and the current benefit package offerings. The City is seeking a consultant and broker that is experienced in the benefits market, advising at all levels of staff and management in municipalities, and providing the best value.

Background

The City of Sanger is located just north of the Dallas metroplex area along State Highway 35. Approximately 9,500 citizens call the City of Sanger home. The City largely lies in Denton County. The City provides a full range of municipal services including public safety, inspections, planning and zoning, economic development, code enforcement, street services, parks and recreation, public event coordination, finance, administrative services, and more. The City has 79 full-time and 12 part-time employees. In this current plan year, we have one COBRA participant and no retiree participation. Dependent coverage is available for any eligible employee who elects coverage. The Human Resources Department assists all employees with their benefit inquiries and the administration and maintenance of their benefit elections for themselves and their dependents.

I. Overview of Current Benefits

The City contributes to the total cost of the premium each month for each employee electing medical, dental, and vision options. If dependent coverage is selected, the City contributes an additional amount to the premium cost.

A. **Medical Insurance:** Eligible employees have the option of selecting coverage from four different plans. We currently have four plan options structured as follows:

Plan Name	Type	Deductible Ind/Fam	Coinsurance	Prescription
MTB23 (Premium)	HMO	2,500/7,500	80/0	Retail: 10/20/70/120/150/250
MTB40	HMO	5,000/15,000	80/0	Retail: 10/20/70/120/150/250
MTB35	PPO	4,000/12,000	80/50	Retail: 10/20/70/120/150/250
HSA Plan	HMO	5,000/10,000	100/0	Retail: 100% after deductible

B. **Dental Insurance:** Eligible employees are currently offered one Dental PPO Plan, that includes adult orthodontics. Deductible structure 50/150 with a \$2,000 Max.

C. **Vision Insurance:** Eligible employees are currently offered one vision plan.

- D. **Life Insurance and AD&D:** Eligible employees are currently provided a life insurance policy by the City for an amount up to \$50,000. Additional voluntary life options are available for selection if an employee wishes to purchase more than the amount in the policy provided by the City. Spouse and children's policies are available as well.
- E. **Long-Term and Short-Term Disability:** The City offers both Long-Term and Short-Term Disability for employees. Short Term is voluntary and paid for by the employee if elected. Long Term is paid for by the City for eligible employees.
- F. **Flexible Spending Account:** Eligible employees are offered options of an FSA and Dependent Care FSA.
- G. **HSA:** Eligible employees are offered the option of an HSA account.
- H. **EAP:** The City pays for each employee to have access to an EAP program.

II. **Scope of Services**

The City is seeking to name a Broker of Record for the City's employee insurance benefits who can offer programs that contain or reduce costs with effective approaches and a proven history of success. The broker selected will be expected to perform a range of benefit program services in all aspects of the City's benefits program including research, implementation, maintenance, and communication. The City expects the broker to perform all of the following functions, **including, but not limited to:**

A. **Analysis and Reporting**

1. Analyze the existing benefits package and develop a cost-saving strategy or plan that offers similar options of coverage.
2. Identify long-range goals with projections of potential savings.
3. Analyze plan utilization through plan data and statistical or financial reports and provide recommendations for improvement.
4. Perform an analysis on similar-sized entities to ensure competitiveness relating to the City's benefit plan offerings and cost.
5. Identify and inform the City of any trends or changing patterns relating to employee benefits and provide appropriate recommendations.
6. Prepare, provide, and present various reports as requested, including cost analysis and other financial reports, forecasting, or trend and experience reports.
7. Provide monthly, quarterly, and annual claim reports for review.
8. Assist with data collection and informational requests for GASB 45 valuations and provide strategic recommendations to mitigate liability.
9. Provide assistance with COBRA Administration. The City currently uses Discovery as the vendor for COBRA.
10. Provide assistance with the preparation of yearly ACA reports and complete impact analysis with strategic recommendations relating to PPACA.
11. Maintain full and accurate records with respect to all matters and services provided on behalf of the City benefit plans and programs. Project documents including spreadsheets, assumptions, and calculations should be provided upon completion of any projects relating to the City's benefit plans and programs.

B. **Communication and Problem Solving**

1. Regularly monitor and evaluate performance measures and guarantees of providers.
2. Act as a liaison between the City and insurance providers.
3. Provide day-to-day consultation and timely response on plan interpretation and problem resolution.

4. Provide timely communication and assistance to all staff with issues relating to any aspect of the City's employee benefits program including, but not limited to, billing, claims, vendor service issues, disputes, election or eligibility changes, and general troubleshooting.
5. Assist Human Resources and other applicable staff in any appeal, arbitration, or court processes between the City and the providers on unresolved issues if needed. Provide advice to enforce City, employee, or dependent's rights.
6. Attend City staff meetings as needed or other benefit-related meetings for employees for assistance in benefit program maintenance.

C. Compliance

1. Assist with ongoing plan administration and ensure programs comply with all applicable State and Federal laws, updating staff accordingly with on-site training as requested.
2. Conduct a compliance audit of the City's applicable policies and procedures relating to the employee benefits program.
3. Assist in the creation of communication materials to educate employees on necessary changes and to conduct dependent verification audits.
4. Assist staff as necessary with an annual audit to ensure compliance in reporting or posting/notice requirements for benefit plans.

D. Strategy and Renewal

1. Establish both long-term (3-5 years) and short-term (annually) strategies for the City's benefit program, including any multi-year plan rates, etc.
2. Bid the City's benefit program for employee options on an as-needed basis and assist in the collection of proposals and any negotiations on various topics including, but not limited to, pricing, service modifications, renewals, contractual terms, premiums, performance measures, communication materials, and quality assurance standards.
3. Review and prepare an analysis of proposals and provide recommendations for cost savings, plan design, plan quality, premiums, modifications, and any other topics relevant to the benefit program.
4. Conduct thorough market research and provide annual estimates of renewal rates and cost trends to assist in budget preparation.
5. Provide communication materials and support for the annual enrollment period including information on any changes and production of an annual open enrollment booklet.
6. Assist in open enrollment coordination, implementation, and communication.

E. Other Services Requested

1. Assist in the development of an employee wellness program to improve health and reduce costs both long and short term.
2. Provide options for an EAP to review. If selected, assist in implementation and communication of the new program.
3. Create and implement a year-round online portal for services that include, but not limited to, annual and new hire enrollment, changes, billing, reports, statements, and post-employment changes reducing administrative demands on staff.
4. Recommend and provide enhancements to marketing and communication materials of any form including both paper and online notifications for benefit, health, or compliance-related information.
5. Prepare benefit surveys or provide published survey information as requested.
6. Create and present information in City Council or Staff meetings as needed.

7. Assist in the development of satisfaction surveys.
8. Assist in the development of risk management and/or control programs or provide recommendations to any current City programs.
9. Manage any transitions between vendors as necessary.
10. Recommend any educational opportunities including seminars, webinars, or other options that would be beneficial to the City.
11. Recommend other services not currently provided or reduction of current services.

III. Calendar of Events

<u>Day/Time</u>	<u>Event</u>	<u>Location</u>
05/15/2023	Submit RFP request to City Council	Historical Church – Council Chambers
05/20/2023 05/27/2023	RFPs Publication	Denton Record Chronicle
06/06/2023	RFP Return Deadline	City Hall 502 Elm Street Sanger, TX 76266
TBD	Submitted proposal review with City staff	City Hall 502 Elm Street Sanger, TX 76266
06/20/2023	Announcement at Council meeting for the award of contract	Historical Church - Council Chambers

IV. Proposal Submission Instructions and Information

A. Accepted Submissions

The City desires a long-term relationship with the broker/consultant selected assuming all benefit program-related services listed above meet expected requirements and pricing remains competitive during the term. The City will be accepting proposal submissions from brokers/consultants licensed in the State of Texas. Submissions must be delivered in person or by U.S. Postal Service, FedEx, UPS, etc. RFPs submitted via telephone, fax, email, etc. will not be accepted. The City is not responsible for missing, lost, or late RFPs. Any RFPs received after the set deadline will not be accepted. All submissions will receive a timestamp upon delivery to ensure the accuracy of receipt.

B. Submission Formatting

The proposer shall include four (4) copies of their completed written or typed proposal enclosed in an envelope labeled with the relative contact information necessary for proper delivery. **The envelope should also be marked with Employee Benefits Insurance Broker and Consulting Services RFP-2023-06 to correctly identify the document.** Additionally, one digital copy should be included on a USB drive.

C. Questions and Correspondence

Any questions, comments, inquiries, or correspondence must be submitted in writing to Jeriana Staton, Director of Human Resources. Written documents can be in the form of mail, email, or fax and a written response will be returned by the City promptly. Any documents, comments, or inquiries received after the time previously listed will not receive a response. Any changes to this RFP arising out of submitted questions or other correspondence shall be addressed with an issued addendum.

D. Withdrawal of Proposals

Submitted proposals may only be withdrawn prior to the expiration of the submission deadline. Request for withdrawals must be submitted in writing and signed by the proposal via mail, or email to Jeriana Staton-Hemb, Director of Human Resources Jstaton@sangertexas.org.

E. Rights of the City

Until and unless any proposal is accepted by the City, this RFP is not in any way to be construed as an agreement, obligation, or other contracts between the City and any person or firm submitting a proposal, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. Proposals submitted in response to this request become the property of the City and are subject to provisions of the Texas Public Information Act once an award announcement has been made. The proposer should designate and label as “CONFIDENTIAL” any and all information in the RFP which the firm claims to be confidential, however, information may still be subject to the Public Information Act. The contract award will be made at the sole discretion of the City after careful evaluation of provided information determines who is the most qualified to complete the scope of services requested by the City.

The City reserves the right to the following:

1. Further investigate qualifications or proposers under consideration by requesting confirmation of or further information related to the provided information in the RFP to clarify responses.
2. Reject any or all proposals and issue subsequent requests for proposals.
3. Cancel RFP either partially or in entirety without explanation.
4. Approve or disapprove of the use of particular subcontractors or vendors.
5. Negotiate with any, all, or none of the proposers.
6. Solicit best and final offers from all or some proposers
7. Accept other than the lowest cost proposal, based on which provides the best value to the City.
8. Waive informalities and irregularities in proposals.

F. Agreement for Services

Attached as Exhibit F is the City of Sanger’s standard agreement for services. The agreement also indicates the insurance and indemnification requirements that the City will require of the selected firm.

G. Legal

All vendors submitting RFPs are expected to comply with federal, state, and local laws and regulations when preparing the RFPs and the services to be provided. Applicable laws include, but are not limited to; the Americans with Disabilities Act (ADA), Affordable Care Act, Texas Local Government Code, Texas Insurance Code, and other Federal and State confidentiality laws. Additionally, by submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive to secure or provide an improper advantage to themselves or another vendor. In addition:

1. A person or business that contracts with Sanger 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 and a copy of which is attached to this

guideline (Attachment E). 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.

2. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
3. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
4. A person or business that contracts with Sanger or who seeks to contract with the City shall not discriminate against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
5. A person or business that contracts with or who seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist.

H. Duration of the Quote

Proposers agree that the terms, fees, and costs provided in the response to this RFP will remain active and valid for a period of up to sixty (60) days past the final due date of 06/06/2023.

V. Minimum Qualifications for Proposers

- A. Proposer shall have at least ten (10) years of experience providing brokerage and consulting services in Texas. Proposers with municipal experience of similar size are preferred.
- B. The proposer’s staff assigned to the City must have at least five years of experience in benefits administration and client management. The staff must be available for high volumes of communication with the City, employees, and approved vendors.
- C. The proposer and team assigned to the City must be knowledgeable of applicable laws, regulations, and codes and be familiar with trends relating to benefit programs in Texas municipalities.
- D. Proposer’s office or branch must be located within reasonable commuting distance and provide assurance of reasonable staffing continuity over the contract period.
- E. Proposer must be properly licensed and insured to provide services listed in this RFP and in the State of Texas. The successful proposer must maintain insurance coverage appropriate for the fulfillment of any agreement resulting from this RFP. Additionally, in the event its employees, agents, or subcontractors enter premises occupied by or

under City control, the successful proposer shall maintain public liability and property damage insurance in reasonable limits covering all obligations to the City and shall maintain Worker's Compensation coverage covering all employees performing on-premises occupied or under City control. Additionally, the proposer shall maintain Professional Liability insurance for the duration of any agreement resulting from this RFP and up to at least three (3) years after completion of the agreement. Copies of certificates of coverage shall be provided upon the City's request.

VI. Required Proposal Content

- A. **Cover Letter:** Signed cover letter from the firm's principal expressing interest in the project and certifying that sufficient resources of personnel, equipment, and time are available and committed to this project.
- B. **Table of Contents:** Include clear identification of material by section and by page number.
- C. **General Information:** Proposers must complete the general information page provided. This is Attachment "A" and must be signed by the person duly authorized to bind the proposer and identify the proposed account team.
- D. **Profile of the Firm:** This section shall include the firm name, date established, and address of the office that would be assigned to the City. Please include a brief description of the firm's history, including any changes in ownership either anticipated or occurring within the last three (3) years. Also include details on the firm's size, growth, philosophy and culture, and specific experience with public sector entities (preferably municipalities). Additionally, this section shall include a listing of any lawsuit or litigation and the result of action resulting from (a) any project undertaken by the proposer or its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years; or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.
- E. **Qualifications of the Firm and Team:** This section shall include a brief description of the proposer's and any sub-consultants qualifications and a summary of previous experience on similar or related projects. Provide a list of personnel that would be handling our account including the account manager and a brief summary of each listed individual's education, qualifications, responsibility with our account, and a description of any previous or current projects with similar responsibilities. Formatting is provided in Attachment "B". Additionally, the proposer shall include an organizational chart with a description of a workflow and provide the total number of accounts or clients with a breakdown of how many of the total each individual is responsible for.
- F. **References:** Proposer shall provide a client list, preferably municipality or other public sector clients that are either active or became inactive within the last five (5) years. Client list shall include the entity name, the date the firm began providing services to the client, date the firm ceased providing services (if applicable), a description of pertinent insurance programs negotiated and/or provided, the number of covered individuals (employees/retirees), the total cost of the project, a brief statement on adherence to schedule and budget for each project. Proposer shall provide account contacts for listed clients who may be contacted by the City. The format of references is provided in Attachment "C" and must have all information requested provided.
- G. **Consultant Questionnaire:** Proposers must complete the Consultant Questionnaire (Attachment "D") and provide it with the proposal submission.

H. Services

Provide the following:

1. Complete description of services to be provided, including both the services outlined in this request and any additional recommended services. Provide a description of any and all unique brokerage or consulting services the firm will offer the City, please specify if the services are provided by the firm's staff or by an affiliate of the firm.
2. A description of the group, medical, dental, vision, life, accidental death and dismemberment, short- and long-term disability, EAP premium volume handled by the firm and by the specific office to which the City's account would be assigned.
3. List of principal insurance markets utilized by the firm in the order of premium volume placed with each market. The listing should be categorized by line of coverage (all items listed above in 2).
4. Description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.
5. Sample work plan for insurance renewal and negotiations.
6. Description of the proposal to maintain open and prompt communication with all those involved in the benefits program including; vendors, employees, City staff, and dependents as necessary for any issues, troubleshooting, questions, concerns, etc.
7. Recommendations on administration and retention of records related to services provided and any associated costs for storage of records.
8. Description of project timeline outlining the transitioning process. Please include a time breakdown for each step in the process (data collection, online system setup, etc.)

I. Cost and Pricing Information

Provider must include the following information:

1. Comprehensive, specific description indicating how the firm would price the City's account and any estimated annual costs of service. It shall be clearly identified if pricing is determined by an annual fee, fee for service, commission, or combination of the two. Any and all rates of commissions and fees in comparison to consultant rates that the firm would expect to receive from the existing programs for services requested herein, as well as recommended services, must be included. The City reserves the right to review and or audit any of its account-related records of the selected broker related to the commission, fees, etc.
2. At the request of the City, prior to the award of the contract, the proposer shall be required to submit two (2) years of the firm's most recently completed financial statement, including all footnotes, auditor's opinion, or other financial instruments that would establish the firm's ability to complete the obligations of the contract resulting from this RFP.

Proposals that do not reflect a reasonable relationship between costs and proposed services may be viewed as failing to comprehend the requirements of the scope of work and result in a rejected proposal.

J. Conflict of Interest

Proposers must disclose any affiliations or business relationships with any employee, officer, contractor, or official of the City to ensure there are no conflicts of interest.

VII. Evaluation and Selection

A. Evaluation Criteria

Criteria
<u>Scope of Services:</u> Reputation and ability to reach a wide array of insurance markets and provide innovative services; ability to handle employee claim issues, depth of and commitment to services offered, assessment of references, plan of action; project organization, evidence of ability to provide service in a prompt, thorough, innovative and professional manner.
<u>Cost Savings:</u> Demonstrates ability to produce successful cost savings strategies.
<u>Qualification of the Firm:</u> Technical and cost-saving method experience both show success; experience with municipalities, work completed on schedule and within budget; qualifications of staff and key personnel; client references; strength and stability of firm and vendors used by the firm.
<u>Cost and Price:</u> Total cost is reasonable and competitive with other offers received; adequate support data provided; individual task budgets are reasonable; basis on which price is quoted.
<u>Project Requirements:</u> Demonstrated understanding of project requirements and any problem areas; project approach; work plan; and quality assurance program.

B. Evaluation Procedure

1. City staff will review all submitted proposals throughout the week following the final submission deadline as provided in the “Calendar of Events” section. A list of finalists will be determined based on the criteria given above. The City may require each finalist to present a proposal of services, provide supplemental information and provide the City the opportunity to meet and assess the proposed account team. Finalist evaluation may be scheduled at the discretion of the City. An award of contract may be made without discussion with proposers after responses are received.
2. The City reserves the right to select the firm, in the City’s opinion, will provide the most responsive and responsible services and highest value, even if that bid is not the lowest submitted. All recommendations are anticipated to be completed and provided to Council by June 20, 2023.

C. Award

1. Once the City has completed the proposal analysis, negotiations may be conducted for the extent of services to be rendered and for the method of compensation. The City is not required to complete negotiations so the proposal submitted shall include the proposer’s most favorable terms and conditions.
2. Any award will be contingent upon the completion of a satisfactory contractual arrangement between the selected firm and the City. Inability to agree on contract terms will result in the selection of an alternate firm. Unsuccessful candidates

will be notified once a contract selection has been finalized by the City and City Council.

3. In the performance of the terms of any agreement resulting from this RFP, the contractor or vendor agrees that they will not engage in, nor permit, such subcontractors, where applicable, as they may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin, or ancestry, age, sex, familial status, sexual orientation, or disability of such persons.
4. No assignment by a selected broker of a resultant agreement, or any part thereof, or of funds to be received therefrom, will be recognized by the City unless such assignment has had prior written approval and consent of the City. The City will be contracting for the services of the individuals in the firm making the proposal and the qualifications of those individuals are a material inducement for the award of the contract.

VIII. Certification Statement

The undersigned does hereby declare that they have read the specifications and with full knowledge of the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements, for the following plans:

Employee Benefits Insurance Broker and Consulting Services

I certify that _____ and its
Firm's Name

response complies with these specifications. Also, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify this information provided herein are accurate and true as of the date.

Signature

Print Name

Title

Date

Attachment A
General Information Page

Legal Name of the Firm

Telephone Number

Street Address

City

State

Zip Code

Fax Number

Tax ID Number

Type of Organization (Corporation, Sole Proprietorship/Partnership)

Website Address

Project Manager Name

Project Manager Title

Is this the person to whom regular correspondence should be directed to?

☐ Yes ☐ No If no, please provide contact information for the appropriate contact.

Name, Title

Email

Phone Number

List of Major Subcontractors Proposed, Responsibility, and Phone Number:

Signature of Person Completing Form

Date

Print Name of Person Completing Form

Please provide documentation that you are a State of Texas actuary licensed consultant or broker

Attachment B

Firm and Assigned Team Qualifications

[illegible]

Attachment C
Client References

Please provide at least three current and two past municipal clients, preferably Texas municipalities.
Copy this form as necessary.

Client Entity Name			
Client Contact Name		Client Contact Title	
Client Contact Email		Client Contact Phone Number	
Client Street Address	City	State	Zip Code

Please provide a brief description of the work performed for this client below:

Attachment D
Proposer Questionnaire

Requested Information		Responses (if more room is required, complete on an additional sheet titled as “Responses to Attachment D”)	
1.	How long has your organization been in business?	1.	
2.	Where is your firm’s headquarters?	2.	
3.	Does your firm have any conflict of interest relating to the City of Sanger? If yes, please explain.	3.	
4.	Has your firm established any limitation on the number of clients you intend to accept?	4.	
5.	What is your firm’s policy/standard for returning phone calls, e-mails or other forms of communication?	5.	
6.	Provide examples of when you have provided services that have gone beyond the expectations in the contract.	6.	
7.	What is your firm’s highest value when servicing its clients?	7.	
8.	How many of your clients have between 50 and 100 benefit-eligible employees?	8.	
9.	Does your firm use any sub-consultants? If so, provide the firm’s name, contact name, relevant experience, and authority of decision-making for our account on your behalf.	9.	
10.	How does your firm track and communicate legislative and industry trend updates relative to the City?	10.	
11.	Describe how you monitor the performance of providers.	11.	
12.	Do you provide assistance with wellness plan creation, implementation, and maintenance with incentives?	12.	
13.	How do you determine if changes need to be made to a plan for higher effectiveness?	13.	
14.	What is your experience in assisting clients with Medicare programs?	14.	
15.	What is your firm’s experience with telemedicine? If you offer it as an option, please describe the system and vendors you have used in the past.	15.	

Attachment E
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 bid 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 4B development corporations;
5. The executive directors or managers of 4B development corporations; and
6. Directors of the City of Sanger 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 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 bids, 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 bid 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.

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 who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

STANDARD SERVICES AGREEMENT FORM

This Agreement for _____ Services (this "Agreement") is made and entered into by and between the City of Sanger Texas, a home-rule Texas Municipal Corporation ("the City") and _____ ("Contractor"), a _____ located at _____ (collectively, "the Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake, complete and provide the following goods and services as more specifically described in the documents attached hereto (the RFP and the Contractor's response) and incorporated herein by reference as Exhibit A ("the Services"):

{insert brief description of good and services to be provided}

2. Commencement and Completion of Services. Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement. Contractor shall complete the Services by the following date unless such date is otherwise extended pursuant to the terms of this Agreement.

3. Term. This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) (if applicable) the date all of the Services are complete, the Compensation has been fully paid, the warranty period has expired, and any warranty work required has been completed and accepted by the City; or b) _____ year(s) from the Effective Date. Either Party may extend the Initial Term for an additional period of year(s) by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term.

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit "B", provided that the total amount for services under this Agreement shall not exceed _____ Dollars (\$_____). The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice.

5. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

6. **Confidentiality and Ownership of Documents.** Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

7. **Insurance.** Contractor shall provide City with proof of insurance required hereunder prior to commencing work for the City. The City shall be named as an additional insured on the policy. Contractor shall provide City with written notice of any coverage limit change on the insurance. Such policies shall name the City, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against City. Contractor shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement the following minimum insurance:

- a) Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
- b) Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c) Statutory workers' compensation and employers' liability insurance as required by state law which shall include a waiver of all subrogation claims.
- d) Liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.
- e) Contractor shall insure that all subcontractors comply with the same insurance requirements.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE

AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

9. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Assignability. The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the

State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction Denton County, Texas.

14. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

15. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Sanger
Attention: John Noblitt
P.O. Box 1729
Sanger, TX 76266

With courtesy email copy to jnoblitt@sangertexas.org

In case of Contractor, to:

With courtesy copy email to: _____

16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

17. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

18. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the _____ day of _____, 202_ (“the Effective Date”).

CONTRACTOR:

By: _____

Name: _____

Title: _____

THE CITY OF SANGER

By: _____

Name: _____

Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

EXHIBIT LIST:

EXHIBIT “A” – GENERAL INFORMATION

EXHIBIT “B” – FIRM AND ASSIGNED TEAM QUALIFICATIONS

EXHIBIT “C” – CLIENT REFERENCES

EXHIBIT “D” – PROPOSER QUESTIONNAIRE

EXHIBIT “E” – FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT “F” – STANDARD SERVICES AGREEMENT FORM