



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 26-10

Project Title: Drug and Alcohol Testing

Proposal Closing Date: 10:00 A.M.(CST), April 15, 2026

Proposals submitted after the above deadline will not be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Drug and Alcohol Testing
ISSUANCE OF RFP	March 18, 2026
PRE-BID: CONFERENCE	N/A
DEADLINE FOR QUESTIONS:	10:00 A.M., (CST); Thursday, April 2, 2026 All questions will be answered in the form of an addendum. All questions related to this RFP are to be directed to the following link: UPLOAD YOUR QUESTION(S) HERE
ADDENDA CHECKLIST: (IF APPLICABLE)	CHECK HERE FOR ADDENDUMS
SUBMITTAL DEADLINE:	10:00 A.M., (CST); Wednesday, April 15, 2026
SUBMITAL REQUIREMENT:	Electronic submittals required. UPLOAD YOUR SUBMITTAL HERE <u>*The file size limit for upload is 250 mb per document. If the proposal size exceeds the size limit, Proposers are permitted to breakup the proposal into several documents for upload.</u>
CITY OF GALVESTON COUNCIL AWARD:	A final determination will be made at a future City of Galveston Council meeting. City of Galveston reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	An agreement shall be effective upon execution by the COG for three (3) years and shall automatically renew for two (2) successive one (1) year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of City of Galveston

The City of Galveston (“**COG**”) is an island community with 32-miles of coastline and historic architecture that more than 50,000 residents call home. We are home to a port, a major medical complex, and two universities. The City of Galveston employs more than 800 people to provide essential services to our residents.

The City of Galveston located in Texas is a home rule city, and is governed through a council-manager form of government.

City of Galveston’s web page is located at <https://www.galvestontx.gov>

1.2 Objective of this Request for Proposal

The City of Galveston (“**COG**”) is soliciting proposals in response to this Request for Proposal, RFP 26-10 (this “**RFP**”), from qualified vendors to provide Drug and Alcohol Testing (the “**Services**”). The Services are more specifically described in **Section 3** (Scope of Work) of this RFP.

COG reserves the right to award multiple Agreements as a result of this RFP if deemed in the best interest of COG. COG makes no representations of any kind that an award will be made as a result of this RFP.

COG is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and provide submissions for consideration by COG.

1.3 Public Information

Proposer is hereby notified that COG strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

COG strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal documents are not available for public inspection until after the Agreement award. If the proposer has notified COG, in writing, that the proposal document contains trade secrets or confidential information, COG will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall COG be liable for disclosure of such information by COG in response to a request, regardless of COG’s failure to take any such reasonable steps, even if COG is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that

chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Proposers are hereby put on notice that if the proposer is awarded an agreement for procurement of goods or services, COG is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a vendor(s) does not guarantee the vendor(s) that COG shall issue any Purchase Order(s) for the proposer's goods or services, or guarantee any particular volume use, number, or sales.

Vendor will be required to enter into an agreement with COG in a form substantially similar to the Proposed Sample Agreement between COG and vendor (the "**Agreement**") attached to this RFP in Section 9 and incorporated for all purposes.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each proposer acknowledges that COG has made a reasonable attempt to provide the proposer with relevant data. The proposer, therefore, waives any right of voidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

Proposers shall promptly notify the COG of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. COG shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

COG may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only COG's responses that are made by formal written Addenda will be binding on COG. Any verbal responses, written interpretations, or clarifications other than addenda to this RFP will be without legal effect. All addenda issued by COG prior to the submittal deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each addendum as specified in this section. The proposer must acknowledge all addenda by completing, signing, and returning the Addenda Checklist. The addenda checklist must accompany the proposer's proposal.

Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to COG website. All such addenda issued by COG prior to the submittal deadline shall be considered part of the RFP. COG shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in **Section 2.2** of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by COG.

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the COG's purchasing policy. All proposals submitted by the submittal deadline, accompanied by the number of completed and signed originals that are required by this RFP, will be opened publicly to identify the name of each proposer submitting a proposal. Any proposals that are not submitted by the submittal date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by COG as non-responsive due to material failure to comply with advertised specifications.

If the proposal document is incomplete or otherwise fails to conform to the requirements of the RFP, COG alone will determine whether the variance is so significant as to render the Proposal non-responsive. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, COG may invite one or more selected proposers to participate in oral presentations. COG will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of vendor.

Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the COG. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the proposal brought forth by the COG shall be grounds for disqualification. Vendors shall not contact any COG personnel during the proposal process without the express permission from the COG's Purchasing Manager.

COG may make the selection of vendor on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, COG may make the selection of vendor on the basis of negotiation with any of the proposers. In conducting such negotiations, COG will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At COG's sole option and discretion, COG may discuss and negotiate all elements of the proposals submitted by selected proposers within a specified competitive range. For purposes of negotiation, COG may establish, after an initial review of the proposals, a competitive range of acceptable, or potentially acceptable, proposals composed of the highest rated proposal(s). In that event, COG will defer further action on proposals not included within the competitive range pending the selection of vendor; provided, however, COG reserves the right to include additional proposals in the competitive range, if deemed to be in the best interests of COG.

After submission of a proposal, but before final selection of vendor is made, COG may permit a proposer to revise its proposal in order to obtain the proposer's **best and final offer (BAFO)**. In that event, representations made by proposer in its revised proposal,

including price and fee quotes, will be binding on proposer. COG will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. COG is not obligated to select the proposer offering the most attractive economic terms if that proposer is not the most advantageous to COG overall, as determined by COG.

If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single vendor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the COG's Purchasing Division. All presentations and/or meetings between COG and the vendor relating to this proposal shall be coordinated by COG Purchasing Division. COG reserves the right to determine which proposal provides COG with the best value and which will be in the COG's best interest.

COG reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of COG. Proposer is hereby notified that COG will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by COG.

1.7 COG's Reservation of Rights

COG may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. COG reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. COG makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by COG.

COG reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different proposers.

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. COG reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 System for Award Management (SAM.GOV)

All vendors contracting with COG may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by COG Council. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the proposer's participation in this RFP shall be at the sole risk and responsibility of the proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and COG has made no representation written or oral that one or more agreements with COG will be awarded under this RFP; (2) COG issues this RFP predicated on COG's anticipated requirements for the Services, and COG has made no representation, written or oral, that any particular scope of services will actually be required by COG; and (3) proposer will bear, as its sole risk and responsibility, any cost that arises from proposer's preparation of a proposal in response to this RFP.

1.10 RFP Withdrawals and/or Amendments

COG reserves the right to withdraw this RFP for any reason. COG reserves the right to amend any aspect of this RFP by formal written addendum prior to the Proposal submittal deadline.

1.11 Tax Exempt Status

COG purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. COG will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152

COG Requires proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

1.13 Proposal Validity Period

Once the submittal deadline has passed, any proposal document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the proposal document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the COG.

1.14 Equal Opportunity Employer

COG is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. COG requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with COG, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the COG Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with COG, or submits an application,

response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with COG. If no conflict exists, the proposer must mark the form Not Applicable or NA and return with the proposal packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with COG, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the vendor and the COG. Do not submit this form unless you receive an award letter from COG.**

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective proposer who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the COG's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or agreement number and time.
 - c. A detailed statement of the protester's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
- ii. In the case of request for proposals, the COG Purchasing Manager shall ask the protester deliver, via electronic mail, the protest to relevant parties.

1.18 Pursuant to Sec. 2-341 of the COG Code – Declaration of Policy

A. It is the policy of COG to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all COG contracts. The purpose and objectives of this article are to:

- i. Increase the capacity of local M/WBE's to provide products and services.
- ii. Increase the opportunities for local M/WBE's to expand their business with COG and other public and private sector business entities.

B. Provided, however, nothing herein shall require COG to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible proposer and otherwise qualified unless COG may otherwise lawfully award the contract to someone other than the lowest responsive, responsible proposer.

C. Additionally, COG has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

1.19 Insurance Requirements

Insurance: The proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

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

Insurance coverage shall be on an "occurrence basis"

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

Refer to Key Events Schedule.

2.2 Criteria for Selection

Proposer is encouraged to propose terms and conditions offering the maximum benefit to COG in terms of:

Emphasis	Factor
40%	Extent to which services meet City's needs
30%	Cost
15%	Municipal experience
15%	Completeness and Responsiveness of Proposal
100%	

An evaluation team from COG will evaluate proposals. The evaluation of proposals and the selection of vendor will be based on the information provided by proposer in its proposal. COG may give consideration to additional information, if COG deems such information relevant.

SECTION 3

Scope of Work

3.1 Project Title: Drug and Alcohol Testing

3.2 Scope of Work

Introduction

The City of Galveston (the "City") is issuing this Request for Proposals to facilitate the selection of a qualified and experienced firm for the purpose of providing Drug and Alcohol Testing. The selected firm will be tasked with administering full service drug and alcohol testing in full compliance with the City's Drug & Alcohol Testing & Prevention Program (the "Program") and in accordance with the Federal Transit Administration (FTA) and the U.S. Department of Transportation (DOT) regulations.

The City reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the City.

Program Overview/Background

Currently, City records indicate an approximate maximum number of 1004 employees of which 143 are classified DOT safety-sensitive and 521 are classified as Non-DOT safety-sensitive. In 2025, approximately 1132 tests were performed; 82 were DOT and 1050 were Non-DOT.

The City of Galveston desires to have the successful vendor operate the drug and alcohol testing program on behalf of the City. It is imperative that the level of services provided be regarded as a "full service" or "turnkey" operation. The intent is to minimize the impact on the City by providing a location for testing, the personnel to administer the testing, and all aspects of laboratory analysis. A random testing process for DOT and Non-DOT safety-sensitive employees will also be required.

Specifications

Respondents are strongly encouraged to follow the specific proposal format as noted in the sections provided below. The turnkey program shall be for the primary purpose of drug and alcohol testing of safety-sensitive employees which is mandated by and conducted in accordance with the Federal Transit Administration (FTA) and the United States Department of Transportation (DOT) in 49 CFR Parts 40 and 655, as amended. The proposal shall also include full compliance with the City Drug and Alcohol Testing and Prevention Program Policy and other applicable personnel policies.

For the purposes of this request for proposals, "full service" shall mean to include every item or element required by DOT. Proposals shall represent a "turnkey" drug and alcohol testing program which is in total and complete compliance with all applicable federal and state laws, rules, and regulations.

Qualified firms must be able to comply with the City's Policy that all drug tests, both DOT and Non-DOT, meet the same standards and requirements.

Essential Elements:

Essential Elements shall be divided into thirteen sections. Each section shall start at the top of a new page and shall cover the information relevant to that section as outlined in this Request for Proposals.

Section 1. Executive Summary

Section 2. Policy and Procedure Development Services

Section 3. Collections

On-site collections mandatory

On-site breath alcohol-testing mandatory

Evidential Breath Testing (EBT) devices will meet the model specifications for devices to measure breath alcohol provided by the National Highway Traffic Safety Administration (NHTSA). Such EBTs will be listed on the NHTSA conforming products list of Evidential Breath Measurement Devices. EBTs also include the list of approved devices listed on the United States Department of Transportation (USDOT) – Office of Drug and Alcohol Policy and Compliance (ODAPC)'s website. Use of alcohol screening devices is prohibited.

Drug and Alcohol testing services shall be available 24 hours per day / 7 days per week. The contractor shall have collection site(s) located within the City of Galveston and available at all times. The Collection Site(s) shall be identified in the proposal. After hour collections is mandatory and must be performed in accordance with the requirements of the Program.

Section 4. Laboratories

Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Health and Human Services (HHS) notice must be located at the approved laboratory including proof and amount of insurance and alternatives should the primary laboratory lose its certification.

The laboratory must provide reporting on negative test within 24 hours.

Section 5. EAP Program Provider

Substance Abuse Professional (SAP) referral service will be provided by the City's current EAP program provider (UTEAP). Please note in the proposal your firm's acceptance of this requirement.

Section 6. Required Records and Reports

Quarterly statistical reports indicating number of employees tested and other information.

Must maintain random records.

Must maintain records administration offsite.

Section 7. Employee Education / Supervisor Training

Shall provide DOT and Non-DOT employee and supervisor training annually.

Section 8. Price Schedule

The proposal shall include a pricing schedule covering every element of a fully compliant DOT / FTA testing program. The attached "price schedule" shall be completed and submitted along with Section 9 elements of the proposal.

Preferred local 24-hour collection site at contract pricing (no additional cost for after hours).

Section 9. Non-Required Elements

The proposal shall include any alternate non-required elements to be considered as options by the City together with applicable fees and charges. Such elements may include, but not be limited to, the following:

- Audit preparation
- Legal Representation for City
- Any other non-required services offered

Section 10. Administrator and Medical Review Officer (MRO) Qualifications

Must have experience serving municipal governments. The purpose of these requirements is to determine the qualification and experience of each program element provided and will assist in the evaluation. The proposal should include the following:

- Descriptive statement including a copy of charter of incorporation, principal owner, officers, number of active clients, number of employees are covered, number of years administering DOT drug testing programs, etc.
- Résumés of senior key staff members.
- Proof and amount of professional liability insurance carried by the program administrator as detailed in the RFP.

- Proof of MRO certification.
- Proof and amount of professional liability and medical malpractice insurance carried by the MRO, as detailed in the RFP.
- Program administrator only. If a licensed FAA consortium, copy of consortium number and date of issue

Section 11.

Additional Information

The proposal may include any additional information which the program administrator may consider essential to the rendering of a quality-testing program.

Unsatisfactory Service

In the event that the City of Galveston receives unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) calendar days from the receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Galveston may then terminate this agreement for nonperformance with fifteen (15) day written notice.

SECTION 4

PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: City of Galveston

Ref.: Drug and Alcohol Testing

RFP No#: 26-10

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

4.1 Pricing Proposal for Services Offered

PRICE SCHEDULE

The Price Schedule shall include every element of a full compliance DOT/FTA testing program. Pricing schedule shall be based on a per test basis including such items as:

*	Drug Screen Collection DOT	\$	_____
*	Drug Screen Collection NON-DOT	\$	_____
*	Breath Alcohol Test – EBT	\$	_____
*	DHHS (SAMHSA) 5 Panel Test – Lab-Based Test	\$	_____
*	Medical Review Officer Services	\$	_____
*	Positive Specimen Documentation and Storage	\$	_____
*	Blind Specimen and Maintenance	\$	_____
*	Legal Representation In-Person	\$	_____
*	Legal Representation On-Phone	\$	_____
*	Five Panel Instant – On-Site Test	\$	_____
*	Anabolic Steroid Screening	\$	_____

* 21791N – Anabolic Steroids Expand – On-Site Test \$ _____

After Hours Collection – Days / Times / Ranges

{Preferred local 24-hour collection site at contract pricing (no additional cost for after hours)}.

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Mileage Fee

\$ _____

\$ _____

Additional Fees

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

SECTION 5

Appendices

- Appendix A – Proposal Document
- Appendix B – Conflict of Interest
- Appendix C – House Bills 13, 19, 89
- Appendix D – Property Tax Statement
- Appendix E – Nepotism Statement
- Appendix F – Non-Collusion Statement
- Appendix G – Certification Regarding Debarment
- Appendix H – ACH Form

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A must be included in the submittal.

Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|--|---|
| <input type="checkbox"/> Appendix B – Conflict of Interest | <input type="checkbox"/> Appendix E – Nepotism Statement |
| <input type="checkbox"/> Appendix C – House Bill 13, 19, 89 Verification | <input type="checkbox"/> Appendix F – Non-Collusion Statement |
| <input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix G – Certification Regarding Debarment |

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFP Number:	26-10		
Project Title:	Drug and Alcohol Testing		
Submittal Deadline:	Refer to Key Event Schedule		
<u>Proposer Information:</u>			
Proposer’s Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u>			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

Appendix B – Form CIQ
INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

in any of the following actions:

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

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

FORM CIQ

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

**OFFICE
USE
ONLY**

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

Date
Received

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

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

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 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

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

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

Business Name) _____(hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix D – Property Tax Statement

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

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

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

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

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

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

Proposer’s Printed or Typed Name

Proposer’s Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix E – Nepotism Statement

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

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

If the proposer or bidder is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

If the bidder or proposer is **NOT** an individual:

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

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

PROPOSER _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____

POSITION WITH COMPANY _____

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL** _____

**COMPANY OFFICIAL
(PRINTED NAME)** _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

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

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix H – ACH Form



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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

A handwritten signature in black ink that reads "Csilla Ludanyi". The signature is written in a cursive, flowing style.

Csilla Ludanyi
Finance Director



ACH Payment Agreement Form

Authorization Agreement

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

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

ACH Remittance Email: _____

FOR CITY USE ONLY:

Verified by: _____	Date Verified: _____
--------------------	----------------------

RETURN THIS FORM ONLY UPON AWARD.

SECTION 6

PROPOSER'S QUESTIONNAIRE

Proposals must include responses to the questions contained in this proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

6.1 Proposer Profile

6.1.1 Legal name of proposer Company:

Centralized Master Bidders List registration number: _____

Prime contractor HUB / MWBE registration number: _____

An individual proposer acting as a sole proprietor must also enter the proposer's Social Security Number: # _____ - _____ - _____.

Universal Entity Identifier (UEI) number _____.

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, COG prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

6.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.

6.1.3 Proposer will provide a financial rating of the proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of proposer.

3.1.4 Proposer will state whether or not proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, proposer will explain the expected impact, both in organizational and directional terms.

6.1.5 Proposer will provide any details of all past or pending litigation or claims filed against proposer that would affect its performance under an Agreement with COG.

6.1.6 Proposer will state whether or not proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other

entity. If yes, proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

- 6.1.7 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between proposer and any employee of COG. If yes, proposer will explain.

6.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the proposer's service approach and will describe any unique benefits to COG from doing business with proposer. Proposer will briefly describe its approach for the required services identified in **Section 3** Scope of Work of this RFP.
- 3.2.2 Proposer will describe the types of reports or other written documents proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate.

6.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with COG, including their specific experiences with similar service projects, and number of years of employment with proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with COG and how proposer plans to manage these difficulties. Proposer will describe the assistance it will require from COG.
- 3.3.3 Proposer will describe its approach in providing staffing continuity to customer.
- 3.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.

6.4 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

6.5 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how proposer measures its success in maintaining this philosophy.

6.6 Additional Services

- 6.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that proposer would propose to provide to COG. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

SECTION 7
REFERENCES

References – This section is required.

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

Reference #4:

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

SECTION 8
SUBMISSION OF PROPOSAL

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the **Key Events Schedule**. It is the proposer's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, by COG online submittal portal, shall be the official time of receipt. COG is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the proposer after the submittal deadline.
- F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in Section 7.1.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. COG only accepts proposals that are submitted through the online portal. The link is provided on the **Key Events Schedule**. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by COG Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in the **Key Events Schedule**.

8.1 Proposal Submittal Order

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal. If proposer fails to return each of the following items with its proposal, then COG may consider this as Non-Responsive and reject the proposal:

- 8.1.1 Signed and Completed Appendix A – Proposal Document (**Section 5**)
- 8.1.2 Signed and Completed Appendix B – Form CIQ (**Section 5**)
- 8.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 5**)
- 8.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 5**)
- 8.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 5**)
- 8.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 5**)
- 8.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 5**)
- 8.1.8 Signed and Completed Pricing Proposal (**Section 4**)
- 8.1.9 Signed and Completed Addenda Checklist (if applicable)
Note: It is the Proposer’s responsibility to make sure they have obtained all addenda.
- 8.1.10 Completed References (**Section 7**)
- 8.1.11 Responses to Proposer's Questionnaire (**Section 6**)
- 8.1.12 Any Additional Supporting Documentation not specified / described in this RFP.

SECTION 9

PROPOSED SAMPLE AGREEMENT

COG has attached a sample proposed Agreement, which includes all Attachments, in conjunction with the award of an agreement with the selected vendor. **AS PART OF YOUR RESPONSE TO THIS RFP, YOU MUST IDENTIFY, IN WRITING, ANY EXCEPTIONS OR ADDITIONS YOU MAY HAVE TO THE PROVISIONS OF THE AGREEMENT.** Any desired changes are to be specific and cite the applicable section. If none, so indicate in your response. Acceptance of the terms and conditions of the Agreement is considered as a major factor in the selection of the successful vendor.

AGREEMENT FOR SERVICES
SERVICES

This Agreement (the "Agreement") is made and entered into this ____ day of month, 20__, by and between the City of Galveston ("COG"), a Texas home-rule municipality, and **company name** ("Company") located at **list address here**. By entering into this Agreement, Company agrees that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain services in connection with its "**services rendered**", within the City of Galveston ("COG") and **vendor name** ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

Agreement Type Here and RFP or Bid # if there is one

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM**: Agreement shall be effective upon execution by the COG until work has been completed to the satisfaction of the COG unless sooner terminated under the terms set forth herein. It is agreed that COG will have the option to extend the Agreement for up to one (1) additional year. To exercise this option, COG shall serve notice a minimum 30 days prior to agreement termination. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the COG. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

2. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the COG in connection with the Project, more specifically described in **Exhibit A** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION**: COG shall compensate Company for the Work at the agreed upon (**Insert Agreement Value**), more specifically described in **Exhibit A**. Company will furnish an invoice to the COG detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **Company full Address**. COG shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES**: The COG and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit A**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom COG agrees to accept. COG does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

5. **CHANGES**: The COG may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the COG and Company, shall be

incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE:** The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for SERVICES BEING RENDERED. All permits associated with the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The COG will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS:** Company shall provide all required COG certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name COG as an additional insured and shall provide that the policy requires the insurance carrier to notify COG a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the COG as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

11. **APPROPRIATIONS:** The obligations of COG to make payment under this Agreement are expressly subject to appropriations by the COG of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE:** In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public

authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, COG and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants COG the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

13. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold COG of Galveston harmless, including COG's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of COG. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless COG and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

14. **COPYRIGHT**: The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies COG for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER**: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

19. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION**: This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES** - All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing

written notice to the other. A copy of the notice to COG shall be sent to:

<u>City Attorney</u>	<u>Company Name</u>
City of Galveston	(Address)
823 Rosenberg, Suite 203	(Address)
P. O. Box 779	(Phone Number)
Galveston, Texas 77553	(Email Address)

22. **Dispute Resolution** - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, COG shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, COG shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to COG for damages sustained by COG by virtue of any breach of the Agreement by Company or its subordinates and COG may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due COG from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. **EXHIBITS** - All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation

Exhibit 2 – Appendix B – Conflict of Interest Form Executed

Appendix C – House Bill 89, 13, 19 Verification Form Executed

Appendix D – Property Tax Statement Executed

Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed

Appendix G – Document 00435 Debarment

Appendix H – ACH Form (if applicable)

Exhibit 3 – Federal Clauses Executed (if they apply)

26. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, written or oral, between Company and COG and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Company

By: _____

By: _____

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney

SAMPLE