
REQUEST FOR PROPOSALS

City of Lakeway

Fully Insured Dental, Vision, Basic Life/AD&D, Vol. Life/AD&D, LTD, Vol. STD, Worksite Products

PROPOSAL NUMBER: 2026-10-01-LAKEWAY

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
5:00 PM (CST) on June 25, 2026

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received on or before **5:00 PM on June 25, 2026.**

COPIES: Proposals shall be delivered via electronic mail attachment to:
Gallagher Benefit Services, Inc.
Attn: Rebecca Hawes, Consultant
Rebecca_Hawes@ajg.com

SUBMITTING PROPOSALS: There will be no formal proposal opening at the expiration of the response deadline. Respondent submissions received by the due date and time will be duly noted. Any proposal received after the time and date stated above, regardless of delivery, will not be considered and will be returned unopened.

Questions regarding this Proposal must not be directed to City of Lakeway employees, City of Lakeway Council, commission, nor committee members. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all known proposers in writing by email and publication on the City's website. All questions should be sent to Rebecca_Hawes@ajg.com. Questions pertaining to this proposal must be received no later than June 25, 2026.

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RFP REQUIREMENTS

PROPOSALS: All proposals shall be delivered via electronic mail attachment to Rebecca Hawes (rebecca_hawes@ajg.com) of Gallagher Benefit Services, Inc., with the Respondent's name, address, RFP number and name indicated within the email.

TABLE OF CONTENTS: Please submit your proposal information in order as shown in the "The Table of Contents". Your proposal should mirror "The Table of Contents" section of the City's Request for Proposal (RFP). Please tab each section of your proposal so the City can easily determine each section of your submission. Your proposal must include all items set forth in this section of the RFP.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All complete proposals shall also include forms provided in this RFP packet. Changes to the RFP packet made by respondents may disqualify their proposal. Proposals cannot be altered or amended after the submission deadline other than those obtained during the negotiation process.

LATE PROPOSAL: Proposals received after the submission deadline will be returned to the respondent as they are considered void and unacceptable.

RESPONSIBILITY: It is expected that a prospective respondent will be able to affirmatively demonstrate the respondent's responsibility. A prospective respondent should be able to meet the following requirements:

- a) Have adequate financial resources, or the ability to obtain such resources as required;
- b) Be able to comply with the required or proposed delivery schedule;
- c) Have a satisfactory record of performance;
- d) Qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine respondent's ability to meet these minimum standards listed above.

WITHDRAWAL OF PROPOSAL: A respondent may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the respondent shall be submitted to the RFP contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of sixty days (60) after the RFP closing date with an effective date of October 1, 2026.

QUALIFICATIONS:

- All companies submitting proposals must be licensed by the State of Texas and be permitted to contract with the State or any of its subdivisions. Further, it is preferred that companies be recommended in the ratings from A.M, Best with a general policyholder's rating of at least A. Your current A.M. Best rating shall be included in your response.
- Companies who fall under the guidelines of the Texas Political Subdivision Uniform Group Benefits Act (Chapter 172 Local Government Code) and the Interlocal Cooperation Act (Article 4413 (32e)) Vernon's Texas Civil Statutes will be acceptable.

DISQUALIFICATIONS: Disqualification may occur for any of the following reasons:

- The respondent is involved in any litigation against the City.
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City.
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

CONSULTANT: The City has retained the services of Gallagher Benefit Services (“Consultant”) to assist the City in analyzing respondents pricing, services, and capabilities for plans proposed to the City.

The Consultant has been paid standard commissions for assisting the City in creating this RFP and in assisting the City with obtaining the most advantageous proposals.

COMMISSIONS: It is required that standard commissions be submitted as follows, unless otherwise dictated by carrier:

Dental – Flat 10%
Vision – Flat 10%
Basic Life/AD&D – Flat 15%
Vol. Life/AD&D – Flat 15%
LTD – Flat 15%
Vol. STD – Flat 15%
Worksite – Standard Commission

ACCEPTANCE OF PROPOSAL CONTENT: Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

EQUAL EMPLOYMENT OPPORTUNITY: Respondents need to adhere to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, disability or political affiliation or belief. Also, no insurance policy should be offered, that would discriminate against any employee of the City.

AWARD OF AGREEMENT

The RFP award(s) are anticipated to be made within a reasonable time after the RFP closing date. The City may reject or award an RFP on a per item or service basis. Results may be obtained by contacting the consultant.

AWARD OR REJECTION: All proposals may be awarded or rejected in total or in part at the sole discretion of the City. The City may waive any informality or irregularity. Proposals may be awarded or rejected in any combination the City selects.

The City will select the most highly qualified respondent(s) of the requested services based on demonstrated competence and qualifications and then attempt to negotiate with respondent(s) a contract(s) at a fair and reasonable price.

AGREEMENT: This proposal, when properly accepted by the City, shall constitute an agreement equally binding between the successful Respondent and the City. The successful respondent may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

AGREEMENT PERIOD(S): Agreement term shall be for one (1) year beginning October 1, 2026, with two (2) optional annual renewals.

AGREEMENT PRICE AND TERM RENEWALS: Pricing shall remain firm during the initial term of the agreement. It is the intent of the City of Lakeway to enter into a one (1) year contract, including annual renewal options. This contract shall become effective October 1, 2026. The City shall have the option of renewing the contract for a maximum of two (2) additional one (1) year terms to be awarded one (1) year at a time, subject to approval of funding and review of the service provided by the Contractor, and if mutually agreed to by the City and the contracted vendor. The City is requesting that the successful vendor guarantee the pricing of the Dental, Vision, Basic Life/AD&D, Vol. Life/AD&D, LTD, Vol. STD and Worksite Products for a minimum of one (1) year. Consideration of Contract renewals shall be contingent upon the next year's contract pricing being received by the City and the City at least three (3) months prior to the expiration of the current contract.

TERMS AND CONDITIONS

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions; plans and/or specifications stated in this RFP packet and/or RFP instructions/requirements.

ETHICS: The respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee or official of the City prior to an award of contract or during the agreement performance dates.

DOCUMENTATION: Respondent shall provide with this RFP response, all documentation required by this proposal. Failure to provide this information may make the RFP non-responsive and as a result the RFP may be rejected by the City.

INDEMNIFICATION: To the fullest extent permitted by applicable law, the respondent, and its partners, employees, (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the City, and hold harmless City, representatives of the City, the Council of the City, its various departments, and their respective officers, directors and employees (collectively "Indemnitees") from and against all claims. Damages, losses, liens, causes of action, suits, judgments, and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the services or any part thereof which are caused in whole or in part by any negligent act or omission of the respondent, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among

such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.

LAW AND VENUE: In the event of any suit at law or inequity involving the Contract, venue shall be in Travis County, Texas and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INDEPENDENT RESPONDENT: The agreement does not create an employee/employer relationship between the award respondent and the City. It is the City's intention that the awarded respondent will be an independent respondent and not an employee of the City for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers compensation, and unemployment Insurance laws. The respondent will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The respondent agrees that it is a separate and independent enterprise from the City and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the respondent and City, and the City will not be liable for any obligation incurred by the respondent.

MASTER APPLICATION: All respondents shall submit a sample agreement that it expects the City to sign should the respondent be select for award.

SPECIFICATIONS AND CONDITIONS

The specifications cover the **minimum** requirements for the City's need for **Employee Benefits outlined in this RFP**. The specifications are not intended to eliminate any potential respondent from proposing; however, they are intended to outline the quality and service desired. If "exception" is the response, an explanation of the exception must be noted. Failure to complete any sections may be considered as a non-responsive respondent.

The respondent should not assume that any other insurance product or service will be placed through the carrier when submitting proposed rates in response to this RFP. The City reserves the right to place other insurance products with the vendor that is most advantageous to the City. The City may consider in the evaluation discounts available from respondents for placing multiple insurance products with the same vendor.

The City reserves the right to conduct discussions with respondents who submit proposals who are reasonably qualified for the award of the contract. Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. The City reserves the right to request post-proposal modifications, including, but not necessarily limited to, best and final offers. In order to obtain best and final offers, revisions may be permitted after submission of the proposal and before the award of the contract.

The City reserves the right to negotiate a contract with the selected respondent. The City reserves the right to negotiate with proposers prior to finalist offer selection. However, the City reserves the right to award a contract or contracts on the basis of best and final offer with no negotiations, interviews and/or presentations should they so choose. **Therefore, each proposal must contain the proposers best terms from a financial and technical standpoint at time of original submittal.**

The City has been working diligently to come up with solutions to increase the overall health of its employees. While the City understands that realized saving may not come into play immediately, it would ask that all respondents consider the long term effects of wellness on the overall employee population in underwriting policies for the City.

CURRENT INSURANCE CARRIERS:

<u>Type of Insurance</u>	<u>Insurance Carrier</u>
• Dental	Sun Life
• Vision	Sun Life
• Life/AD&D	Securian
• Vol. Life/AD&D	Securian
• LTD	Madison
• Vol. STD	Madison
• Worksite Products	Sun Life

CARRIER HISTORY:

• Dental	Sun Life: 10/01/2024 - present Lincoln Financial Group: 10/1/2017 – 09/30/2024 Sun Life: 10/1/2008 – 9/30/2017
• Vision	Sun Life: 10/01/2024 - present Lincoln Financial Group: 10/1/2018 – 09/30/2024
• Life/AD&D	Securian: 10/01/2024 - present Lincoln Financial Group: 10/1/2017 – 09/30/2024 Sun Life: 10/1/2008 – 9/30/2017
• Vol. Life/AD&D	Securian: 10/01/2024 - present Lincoln Financial Group: 10/1/2017 – 09/30/2024 Sun Life: 10/1/2008 – 9/30/2017
• LTD	Madison: 10/01/2024 - present Lincoln Financial Group: 10/1/2017 – 09/30/2024 Sun Life: 10/1/2008 – 9/30/2017
• Vol. STD	Madison: 10/01/2024 - present Lincoln Financial Group: 10/1/2017 – 09/30/2024 Sun Life: 10/1/2008 – 9/30/2017
• Worksite Products	Sun Life: 10/1/2008 – present Colonial: 10/01/2008 – 9/30/2020

OBJECTIVES: Proposals should include options that match as closely to current benefits as possible.

Dental: Match Current Benefits

Vision: Match Current Benefits

Basic Life and AD&D: Match Current Benefits

Voluntary Life and AD&D: Match Current Benefits with True Special Open Enrollment and Grandfathering of current amounts

LTD: Match Current Benefits

Vol. STD: Match Current Benefits

Worksite Products: Provide proposals for Accident, Critical Illness, Cancer and Hospital

The City desires to receive proposals with at least a one (1) year rate guarantee. Multiyear alternatives will be considered. Further extensions of the contract may be made at the discretion of the City. The City is not interested in increasing its insurance cost; therefore, one of the options submitted shall be at or below the current program cost.

REQUIRED ATTACHMENTS: All respondents must complete the appropriate items outlined in the RFP. Respondents do not have to submit a proposal for each type of insurance desired.

Respondents may include additional information, flyers, brochures, etc. in each tab of their hard copy responses in addition to the completed required attachments. Respondents must provide proposed rates in the requested format in order for the proposal to be considered.

ELIGIBILITY: All full-time, active employees, working at least 40 hours per week, are eligible to participate in the City's benefits plan. All eligible dependents of active employees are allowed to elect dental coverage, provided the employee has also elected the same coverage's. Dependent children who are under 26 years old are eligible, regardless of student status. Dental benefits, and vision benefits are also available for COBRA continuation. The current new hire waiting period is the first of the month following date of hire. All full-time, active employees, working at least 30 hours per week, are eligible to participate in the City's health plan.

PLAN EFFECTIVE DATES: October 1, 2026 through at least September 30, 2027 (for initial contract term, which may be extended if the City and selected respondent(s) agree in writing).

TIMELINE: The tentative timeline for contract award is noted below:

- First advertisement for proposals: June 10, 2026
- Proposals are due June 25, 2026
- Contract start date October 1, 2026

SCOPE OF WORK: The City shall require that the respondents provide all necessary services including, but not limited to, the following:

- Maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA, provide WEB access to plan participants that allows for claim status and offers various customer service functions.
- Maintain records and management reports, including claims and accounting information as required by the contract.
- Provide timely response to inquiries from plan participants and providers regarding eligibility and status of claim, correspondence, payment, and any other information requested by such parties in a manner that will limit the City's involvement in day-to-day inquiries.
- Prepare and review with the Human Resources staff, and print summary plan documents, claim forms, and any other communication material as required by the contract.
- If respondents use ID cards, the City prefers respondent mail identification cards to the employee's home address.
- Deliver utilization reports. The City and its consultants need to be able to access standard reports online, preferably in Excel format.
- May attend annual Open Enrollment meetings. The respondent may be required to give employees additional information on plan types and give oral presentations about types of plans offered to City employees.
- The City of Lakeway currently uses Employee Navigator for enrollment purposes. Please confirm that you will accept a standard file from Employee Navigator.
- The City of Lakeway would prefer list billing for all lines of coverages. The City of Lakeway does not want to be self billed for any coverages.

REQUIRED ATTACHMENTS AND ADDITIONAL INFORMATION: Please complete and return all of the requested attachments. Failure to complete all attachments may result in your proposal being disqualified.

PROPOSAL PLAN FORMS: Please remember to print a copy of your plan proposal(s) and include it within your electronic submission. In preparing your premium quotations, include the signature of your authorized representative.

All who submit proposals, including the current carrier or administrator, shall complete the proposal forms provided. An authorized official of the carrier must sign all proposal forms submitted. **Please remember to include a declaration of compliance for HIPAA within your RFP submission.**

REFERENCES: Include a list of at least (3) three references where like services have been supplied by your company. Include name of firm, address, telephone number and name of representative.

DEBARMENT CERTIFICATION: All respondents are required to sign a certification or acknowledgement stating that the respondent is free from suspension or debarment pursuant to federal regulation 45CFR76. **This form must be signed and submitted with the proposal.**

CONFLICT OF INTEREST: No public official shall have interest in an agreement, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. The Conflict of Interest Statement is attached to this RFP packet. This form should be completed, signed, and submitted with your proposal.

COPYRIGHT MATERIALS: Materials listed in your RFP submission that are copyrighted shall be listed clearly under a copyrighted materials section within your RFP submission. The City is subject to the Texas Public Information Act. Any information submitted to the City is presumed to be public information and available to the public, unless noted. If an outside individual or entity requests to review copies of the information marked as confidential, the City will request an open records decision from the State of Texas Attorney General's Office asserting appropriate exceptions to disclosure. The proposer shall be responsible for substantiating the confidentiality of the information or materials requested at its own expense.

FORM W-9: Please fill out a current IRS Form W-9. Fillable W-9 forms are also available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

PROPOSAL CONTACTS

RFP QUESTIONS OR REQUEST FOR CLARIFICATIONS: Any questions or requests for clarification must be submitted in writing to our Consultant **Rebecca Hawes (Gallagher Benefit Services, Inc.)** prior to **June 22, 2026**. Please indicate "**RFP 2026-10-01 Questions**" in the subject line of your email. All responses to the questions will be provided as they are made available. Unauthorized contact regarding this RFP with any City employees, Council members or respondents will result in disqualification. Any oral communications will be considered unofficial and non-binding for this proposal. All respondents should rely on written statements only.

The City is aware of the time and effort spent in preparing and submitting proposals. Please let us know of any requirements in the RFP which are causing difficulty in responding. We want to make this process as easy as possible so that all responsible vendors can compete for the City's business.

EVALUATION CRITERIA

CONTRACT AWARD / EVALUATION CRITERIA: Gallagher Benefit Services shall evaluate all proposals and present to the City with recommendations. The applicant(s) selected for the short list may be invited to attend an interview, at the respondent's expense.

During the evaluation, discussions and negotiations may be initiated with proposers. Additional information may be accepted during this period from proposers who respond to the original request. Proposers may not initiate discussions.

The City will evaluate the quotes based on price, coverage area, billing and technical support. The City reserves the right to negotiate the final fee schedule prior to recommending any respondent a contract and reserves the right to accept such an offer if it is determined to be in the City's best interest to do so.

Award of the agreement shall be made to the responsible proposer(s) whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications, and qualities of the respondents which best meets the needs of the City.

Respondents are advised that the City reserves the right to evaluate the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, rate plans, but also your approach to conversion.

City staff shall make a recommendation to the City's Council of the most qualified respondent to enter into contract negotiations with the City. The selected respondent shall enter into negotiations with the City for the services to be performed.

Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. This process shall continue until an agreement is reached.

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

SIGNATURE OF ACCEPTANCE: By the signature hereon affixed, the respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the RFP closing with any competitor or any other person engaged in such line of business.

The undersigned also does hereby declare that they have read the specifications for Group Health and Rx, Dental, Vision, Life/AD&D, Vol. Life/AD&D, LTD, Vol. STD and Worksite Products for the plan holder, and with full knowledge of the requirements, does hereby agree to furnish the services in full accordance with the specifications and requirements.

The below signature also indicates the following:

- Person or persons interest in this RFP as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- The respondent is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements.
- The respondent confirms that they have read this entire RFP document and agrees to the terms stated herein.
- In the event that the RFP is awarded to more than one supplier, the respondent signing this RFP agrees that the prices submitted within this RFP will not be changed.

The undersigned, by their signature, represents that they are authorized to bind the respondent to fully comply with the terms and conditions of the attached RFP specifications, and special provisions stated herein for the amount(s) shown on the accompanying RFP form.

Full Legal Name of Company	
Address	
City, State, Zip	
Phone Number	
Fax Number	
Account Representative & Their Phone Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

REFERENCES

Please provide **three** references that have been insured with your company for at least three years.

<p>COMPANY NAME: _____ Number of employees _____ Contact Person: _____ Title: _____ Address: _____ City: _____ State _____ Zip Code: _____ Phone Number: _____ Fax # _____ Email: _____</p>
<p>COMPANY NAME: _____ Number of employees _____ Contact Person: _____ Title: _____ Address: _____ City: _____ State _____ Zip Code: _____ Phone Number: _____ Fax # _____ Email: _____</p>
<p>COMPANY NAME: _____ Number of employees _____ Contact Person: _____ Title: _____ Address: _____ City: _____ State _____ Zip Code: _____ Phone Number: _____ Fax # _____ Email: _____</p>

Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the respondent is unable to certify to all of the statements in this Certification, such respondent should attach an explanation to this proposal.

CONFLICT OF INTEREST STATEMENT

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provision of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law are available at the Texas Ethics Commission website at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

A current list of City officers is available on the City's website at <http://www.lakeway-tx.gov>
If you are considering doing business with the City and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of City no later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code.

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at: <https://tcss.legis.texas.gov/resources/LG/pdf/LG.176.pdf>

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Name of signatory

 Signature

 Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Texas Public Information Act
Steps to Assert Information Confidential or Proprietary**

All proposals, data, and information submitted to the City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and RFP sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/RFP submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/RFP submitted contains confidential information which is labeled and which may be found on the following pages: _____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Respondent Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ATTACHMENT Q

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> <p>5 Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional)</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they