



**CITY OF BEAUMONT
PURCHASING DIVISION**

REQUEST FOR PROPOSAL

RFP FOR:	Request for Proposal (RFP) for Firefighter Health Cancer Screenings
RFP NUMBER:	JF0526-45
RFP CLOSE:	Thursday, July 9, 2026, AT 2:00 P.M. (CT)
PRE-RFP MEETING:	None
QUESTION CUTOFF:	Wednesday, July 1, 2026, at 5:00 P.M. (CT)
SUBMIT RFP TO:	https://beaumonttexas.ionwave.net/Login.aspx
FOR RFP RESULTS:	Go to the City of Beaumont's e-bids platform at: https://beaumonttexas.ionwave.net/Login.aspx
FORMAL BIDS are bids the City anticipates that may come in <u>over</u> \$50,000 and will require City Council approval for award of the contract.	
INFORMAL BIDS are bids the City anticipates that may come in <u>under</u> \$50,000 and will not require City Council approval for award of the contract.	

REQUEST FOR PROPOSALS

Proposals will be received by the City of Beaumont, Beaumont, Texas, until **2:00 P.M. (CT), THURSDAY, JULY 9, 2026**, and all proposals will be opened and publicly read in the City Council Chambers on that date for:

Request for Proposal (RFP) for Firefighter Health Cancer Screenings

There will be NO Pre-Proposal meeting.

Questions must be submitted by 5:00 P.M. (CT) on Wednesday, July 1, 2026. Answers to the questions may be provided through an Addendum.

Proposal forms, specifications and all necessary information may be downloaded from the City's e-bids platform at: <https://beaumonttexas.ionwave.net/Login.aspx>.

Proposals must be submitted through the City's e-bids platform at:
<https://beaumonttexas.ionwave.net/Login.aspx>. **Vendors must register to submit a bid or proposal.**

The City reserves the right to reject any or all proposals, or to accept any proposal or combination of proposals deemed advantageous to it.

Please make reference to RFP Number: **JF0526-45**

Proposal Closing Date: **JULY 9, 2026**

Tina Broussard
City Clerk

First Legal Notice Publication: JUNE 18, 2026

Second Legal Notice Publication: JUNE 25, 2026

GENERAL RFP INFORMATION

1. **INTENT**

The City of Beaumont is seeking to obtain proposals from qualified occupational health providers (Proposers) to furnish annual occupational cancer screenings and medical examinations for Fire Department personnel in accordance with Texas Local Government Code Section 180.011 (HB 198/Wade Cannon Act) requirements.

2. **CONTRACT TERMS AND CONDITIONS**

- 2.1 This contract shall be in effect for a period of one (1) year.
- 2.2 Prices shall be firm for the period of the contract.
- 2.3 At the end of the initial contract period, the City may renew the contract for two (2) additional one (1) year periods at the agreed upon prices.
- 2.4 There shall be no increase in price should an extension be granted.
- 2.5 All terms and conditions stated in the original specifications will apply to any extended periods.
- 2.6 Approval to renew the contract shall be made by the City Manager or a designee.
- 2.3 No minimum or maximum quantities of work are guaranteed.
- 2.4 This contract may be cancelled by either party by providing written notice as least thirty (30) days in advance.

3. **RFP DUE DATE**

RFPs are due no later than 2:00 P.M. (CT), THURSDAY, JULY 9, 2026.

RFPs must be submitted through the City's e-bids platform at:
<https://beaumonttexas.ionwave.net/Login.aspx>

Please note if there are any Addendums to this bid, they will be uploaded to the e-bids site and acknowledgement of all Addendums is required.

4. **PRE-RFP MEETING**

None.

5. **REQUIRED DOCUMENTS FOR RFP:**

Go to the City's e-bids platform at: <https://beaumonttexas.ionwave.net/Login.aspx>.

5.1 Vendor must complete all items online under the ATTRIBUTES tab:

- 5.1.1 Proposer's Information,
- 5.1.2 Conflict of Interest Questionnaire (CIQ),
- 5.1.3 Wage Rate Requirements,
- 5.1.4 Addendums (if any).

5.2 Vendors must complete all items online under the LINE ITEMS tab:

- 5.2.1 None.

5.3 Vendors must complete and upload with their bid submittal all items listed online under the RESPONSE ATTACHMENTS tab:

- 5.3.1 Cover Letter;
- 5.3.2 Company overview, qualifications, and references;
- 5.3.3 Implementation plan and staffing; including ability for appointment scheduling;
- 5.3.4 Experience;
- 5.3.4 Proposed Pricing & Capacity for Services (Pricing Sheet Provided);
- 5.3.5 House Bill 1295 (HB1295);
- 5.3.5 House Bill 89 (HB89);
- 5.3.6 Bid Sheet Continued;
- 5.3.7 Statement of City Charter;
- 5.3.8 License and Certifications for all Medical Personnel;
- 5.3.9 Insurance Affidavit Only.
(Certificate of Insurance [COB1] MUST be submitted after award of contract.)

5.4 All portions of this Proposal requiring data or information must be filled in completely.

5.5 RFP items CANNOT be altered. If Proposer needs to include additional information, it is to be provided on a separate sheet, with the number of the RFP included, as well as the Proposer's company name. Proposers may upload separate sheet(s) to the e-bid site at: <https://beaumonttexas.ionwave.net/Login.aspx> under the Response Attachments tab.

5.6 All required online entries and required uploaded documents MUST be submitted for the RFP to be considered. Failure to do so may result in RFP rejection due to non-response.

- 5.7 Certifications, where required, shall accompany the RFP submission. They may be uploaded under the Response Attachments tab.
- 5.8 RFPs are to be submitted through online e-bids items only. Oral, telegraphic, e-mail, or telephone RFPs or modifications will not be considered.
- 5.9 Failure to comply with information requested on any of these items will result in disqualification of the proposal.

6. **QUESTIONS**

Specific questions concerning items or procedures in this solicitation, shall be submitted on <https://beaumonttexas.ionwave.net/Login.aspx>. Questions will be answered through an Addendum and posted on the IONWAVE site. Vendors who received notification of the RFP opportunity will be notified of the Addendum via email.

Questions received less than seven (7) calendar days prior to the date of opening RFPs may not be answered. Only questions that have been resolved by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. **COMMUNICATIONS PERTAINING TO BID/RFP**

Bidders/Proposers shall not attempt to directly contact City Council members, management, or CITY staff other than the contact person listed within this bid/RFP document, during the pre-proposal or post-proposal period unless and until award has been made, and any resulting contract or agreement has been executed. The CITY intends to respond to all appropriate questions or concerns; however, the CITY reserves the right to decline to respond to any questions or concerns. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the bid/RFP and must be acknowledged in the bid/proposal response. Only the written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

- 8. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at <https://beaumonttexas.ionwave.net/Login.aspx>. Vendors who received notification of the RFP opportunity will be notified of the Addendum via email.
- 9. All mathematical calculations will be verified. In the event of an error by Proposer, City calculation shall be considered correct. In the event of discrepancies, the unit price stated by vendor shall be considered the bid price.
- 10. The City reserves the right to accept or reject any response or combination of responses deemed advantageous to it.

11. STATEMENT OF BILLS PAID

Proposer may not be more than sixty (60) days past due on any debt to the City, including but not limited to: water bills, licenses, permits or fees, or more than ninety (90) days past due on property taxes.

12. EQUAL OPPORTUNITY EMPLOYER

The successful Proposer shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

13. H.B. 1295 COMPLIANCE – Texas Ethics Commission Certificate Number -

The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity.

The City of Beaumont, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

H.B. 1295 SIGNATURE FORM within these specifications.

14. H.B. 89 COMPLIANCE – Verification –

The Awarded Vendor for the contract shall comply with the requirements of Senate Bill 252 Ch. 2252 Certification: Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 of the Texas Government Code as adopted in 2017 as House Bill 89 (HB89).

The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits an executed HB89 Compliance form to the governmental entity.

Compliance with the law requires that the awarded Vendor complete the form and submit with bid or proposal. The form must be signed, notarized and submitted to the contracting government entity.

See H.B. 89 SIGNATURE FORM within these specifications.

15. INSURANCE

Contractor shall at all times during the Contract maintain in full force and effect insurance as stated in Attachment “A”.

15.1 A certificate of insurance or a copy of the insurance policies as well as the forms provided in Attachment “A” shall be furnished to the City within five (5) working days after the award of bid. The forms provided in Attachment “A” must be completed by the Awarded Contractor’s Insurance Agent.

15.2 **The City shall be named as additional insured on all policies. Should any insurance required by this Contract lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse and shall not resume any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the City may terminate the Contract, and the Contractor shall be in breach of contract.**

15.3 Should the City receive notices of insurance cancellation three (3) or more times within any twelve (12) month period, the City may cancel this Contract.

16. Unauthorized conditions, limitations, or provisions attached to the proposal may render it rejected as being non-responsive. The completed proposal forms shall be without interlineations, alterations or edits.

17. Alternative RFPs will not be considered unless expressly called for and if supplied, without request, will be considered as additional RFPs and will be judged non-responsive and therefore be rejected.

18. AWARD FACTORS

18.1 This RFP is issued pursuant to applicable Texas law and City procurement policies. The City reserves the right to waive RFP informalities, to reject any or all RFPs, and to award to the most responsible Proposer making the most satisfying offer to the City.

18.2 RFP may be awarded to one (1) contractor, as is most advantageous to City, on an all-or-none basis.

18.3 The Contractor may not assign (subcontract) all or part of this contract to any other person, firm, or corporation without prior consent in writing by the City Manager or his designee.

18.4 **The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.**

18.5 In determining the best value for the municipality, the municipality may consider:

18.5.1 the proposed price;

18.5.2 the reputation of the Respondent and of the Respondent's goods or services;

18.5.3 the quality of the Respondent's goods or services;

18.5.4 the extent to which the goods or services meet the municipality's needs;

18.5.5 the Respondent's past relationship with the municipality;

18.5.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

18.5.7 the total long-term benefit to the municipality to acquire the Respondent's goods or services; and

18.5.8 any relevant criteria specifically listed in the request for bids or proposals. enough staffing to accomplish the conversion.

19. WITHDRAWAL OF BIDS OR PROPOSALS

19.1 Any proposer may withdraw the RFP, either personally or by written request, at any time prior to scheduled time for opening RFPs.

19.2 No proposer may withdraw the RFP for a period of sixty (60) days after the date set or opening thereof, and all RFPs shall be subject to acceptance by the City during this period.

20. RFP TABULATION

RFP Tabulation will be available on the City of Beaumont e-bids platform at:

<https://beaumonttexas.ionwave.net/Login.aspx>. RFP tabulations will not be provided via any other means. Furnishing of tabulations prior to Council action or by means other than City e-bids platform is not authorized.

21. INCURRING COSTS

The City of Beaumont is not liable for any costs incurred in replying to this Bid or Proposal.

22. LIABILITY

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF BEAUMONT AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, CAUSES OR ACTION, AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON AND DAMAGES TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT, AND INCLUDING ACTS OR OMISSIONS OF THE CITY OF BEAUMONT OR ITS OFFICERS, AGENTS OR EMPLOYEES IN CONNECTION WITH SAID CONTRACT. THE PARTIES INTEND THIS INDEMNIFICATION TO APPLY REGARDLESS OF WHETHER THE CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE SUBCONTRACTOR OR ANY INDEMNITEE.

Contractor waives all rights of recovery, and its insurers also waive all right of subrogation of damages against the City and its agents, officers, directors and employees for damages covered by the workers' compensation and employers liability or commercial umbrella or excess liability or business automobile coverage obtained by Contractor required in this Agreement, where permitted by law. This waiver must be stated on the City's approved Certificate of Insurance.

The fact that insurance is obtained by Contractor on behalf of City will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by City from Contractor or any third party will not be limited by the amount of the required insurance coverage.

23. INVOICES

23.1 Payment by City to Vendor shall be made in accordance with the requirements of Texas Government Code §2251.021.

23.2 Invoices must reference a Purchase Order number. It is the Contractor's responsibility to obtain a purchase order number. Any invoice received by the City without this correct information may not be paid.

23.3 Invoices may be submitted via email to: invoices@beaumonttexas.gov

23.4 Invoices may be submitted via U.S. Mail to:

ATTN: Accounting Division
City of Beaumont
P. O. Box 3827
Beaumont, TX 77704-3827

23.5 Faxed invoices will not be accepted.

24. FUNDS FOR PAYMENT

Funds for payments are provided by the City of Beaumont budget approved by City Council for the current budget year only. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Obligations beyond the end of the current City of Beaumont fiscal year will be subject to budget approval.

25. CONTRACT TERMINATION

The City, besides all other rights or remedies it may have, shall have the right to terminate this agreement upon a thirty (30) days' written notice from the City Manager or his designee, of its election to do so, or if the successful bidder fails to perform the services or breaches this agreement, including the following:

- 25.1 By failing to pay insurance premiums, liens, claims or other charges.
- 25.2 By failing to pay any payments due the City, State, or Federal Government from the successful bidder or its principals, including, but not limited to, payments identified in this Agreement or any taxes, fees, assessments, or liens.
- 25.3 Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- 25.4 By violation of any provision or non-performance of the Agreement.
- 25.5 By death of the Contractor, or dissolution of the Contracting firm or business.
- 25.6 By failing to start and or complete assigned work within the agreed schedule.
- 25.7 By the abandonment of the premises or any portion thereof and discontinuance of the Contractor's operations, or any portion thereof. Should this occur, the City shall not be responsible for the custodial protection of merchandise, fixtures, or equipment abandoned, even though it is necessary for the City to remove the same for storage or disposal.

- 25.8 In the event the City calls for a mandatory evacuation due to a storm or other emergency, the Contractor shall cease all work at the facility. Upon the removal of the evacuation order, the Contractor has two (2) business days to contact the Purchasing Department at (409) 880-3720 for instructions and authorization to resume services at the facility.

**26. EXAMINATION AND INTERPRETATION OF SPECIFICATIONS
(CONTRACT DOCUMENTS) AND SITE WORK PRIOR TO SUBMITTING PROPOSAL**

Before submitting a proposal, each bidder shall read the specifications. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the work is to be performed and bid a sum to cover all costs of all items necessary to perform the work as set forth in the proposal documents. No allowance will be made to any bidder because of lack of such examination or knowledge.

- 26.1 If any person contemplating submitting a proposal for construction of the Work is in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, he may submit to the City a written request for interpretation thereof, no later than seven (7) days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.
- 26.2 Any interpretation or correction of the specifications will be made only by Addendum and will be mailed or delivered to each bidder of record. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

27. CHANGES TO THE RFP

The City reserves the right to amend, at any time, any part of this RFP upon written notification to vendors; and to change any of the scheduled dates, including the proposal due date. All changes will become part of this RFP and will be incorporated into the contract entered between the City and the vendor.

28. WAGE RATE REQUIREMENTS

Attention is called to the fact that there must be paid, on this project, not less than the prevailing Highway-Heavy, Municipal and Utilities wage rates for Jefferson County or, as applicable, wage rates for Federally Funded Construction Projects. It shall be the duty of the Contractor to keep posted on all the latest revisions. Also, qualifications being equal, citizens of the City of Beaumont shall be given preference in employment by any Contractor doing work for the City under contract. This is in accordance with Article XVII, Section 7, Page 39 of the Charter of the City of Beaumont, Texas, as adopted on December 6, 1947, which is as follows:

“Section 7 – Citizens Given Preference in Employment: Except as herein otherwise provided, qualifications being equal, citizens of Beaumont shall be given preference in employment by the City as well as by any contractor doing work for the City under contract, and such contractors shall pay the prevailing rate of wages paid for the class of work done; and qualifications, prices and quality of material being equal, citizens of Beaumont shall be given preference in awarding of all contracts over which the City has jurisdiction, provided that this section shall not interfere with the system of purchasing supplies for the various departments by competitive bidding.”

State law states a prevailing wage which can be determined by the local Government or use the Department of Labor statistics. Federal Law states that you must follow Davis Bacon requirements which also utilizes the Department of Labor statistics.

Prevailing Wage and Inflation Reduction Act information can be found at: <https://www.dol.gov/agencies/whd/IRA>

Wage Determinations can be found at: <https://sam.gov/wage-determinations>

29. CONTACT INFORMATION

If any information is needed concerning specifications, please contact:

June Jordan, Buyer II
Purchasing Division / Finance Department
City of Beaumont

Physical Address:
801 Main St., Suite 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704-3827

Phone (409) 880-3757

Email: june.jordan@beaumonttexas.gov

REQUEST FOR PROPOSALS SPECIFICATIONS

1. PURPOSE AND GENERAL INFORMATION

The City of Beaumont (the “City”) is seeking Request for Proposals (RFPs) from experienced and qualified physicians, medical practitioners, or organizations thereof with which to contract for the purpose of performing firefighter cancer screening/examinations.

Firefighter job requirements are unique to the fire service and job stresses are constant. Personnel have a need for a wide spectrum of medical services, which must be provided by professionals acquainted with the duties, working conditions, and mental and physical demands of the job, as well as the hours and expectations associated with the provision of preventive and emergency medical services.

These examinations are crucial to ensure the health, safety, and operational readiness of our firefighters, alignment with the standards set forth by the National Fire Protection Association (NFPA). Texas House Bill 198 for Fire Departments outlines essential medical requirements designed to ensure the safety and effectiveness of firefighters. The selected provider will be responsible for conducting a compliant occupational cancer screening for each qualified firefighter employed with the City of Beaumont.

2. SCOPE OF WORK

- 2.1 The Contractor shall provide medical evaluations to existing employees of the City of Beaumont Fire Department. There are approximately 182 firefighters that are eligible for this screening in the first year with a possible dramatic decrease the second year and thereafter. The Contractor shall only bill for the examinations that are performed.
- 2.2 The Contractor shall be familiar with NFPA 1582 testing, have an up-to-date knowledge of occupational medicine as related to the job tasks of firefighters, and be familiar and up to date with the most current recommendations for post-exposure prophylaxis (PEP) for blood borne pathogen (BBP) exposures.
- 2.3 The Contractor shall perform services in a mobile setting at the City of Beaumont, Fire Department’s designated facility. Each medical evaluation shall align with the current NFPA 1582 and HB198. A detailed list is within this RFP. All test/exams must be performed at the same appointment.
- 2.4 The City requires a written notification from the physician stating whether the firefighter is “fit or unfit” for duty.

2.5 Services to include:

2.5.1 Occupational Cancer Screening for Firefighters (as stated in HB198 Sec. 180.011 as well as subsection c 1-7 a.k.a the Wade Cannon Act)
<https://www.capitol.state.tx.us/tlodocs/89R/billtext/pdf/HB00198F.pdf>

2.5.1.1 Ultrasound imaging of carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic and breast (women), testicular and prostate (men)

2.5.1.2 Colon Cancer Screening

2.5.1.3 Prostate Cancer

2.5.1.4 Lung Cancer Screening

2.5.1.5 Cervical Cancer Screening

2.5.1.6 Testicular Cancer Screening

2.5.1.7 Bladder Cancer Screening

2.5.1.8 Oral Cancer Screening

2.5.1.9 Thyroid Cancer Screening

2.5.1.10 Skin Cancer Screening

*Radiology follow up interpretation for irregular results, if indicated.

2.5.2 Urinalysis,

2.5.3 Pulmonary function test,

2.5.4 Electrocardiogram,

2.5.5 Infectious disease screening,

2.5.6 Breast cancer screening,

2.5.7 Blood test

2.5.8 Chest X-ray (Once every five years).

2.5.9 Medical Consultation

Each employee shall receive a one-on-one review with a licensed medical professional (MD, DO, or NP) to discuss all aspects of their test results.

In the event of any irregular findings, the medical professional will recommend a follow-up process. No medications will be prescribed or administered without the consent of the employee's primary care physician.

3. Implementation Requirements

Proposers shall provide a detailed implementation plan with all testing that is to be performed. All testing on each firefighter shall be done in one appointment, if possible. If multiple trips are involved, this should be identified in your submittal. Due to the nature of the work that our firefighters do, the scheduling will need to be handled according to their time. Therefore, it is imperative that the Proposer shall be responsible for scheduling the appointments.

4. PREPARATION OF PROPOSAL

4.1 List of Doctor(s) and copy of license(s):

4.1.1 Licenses and ability to perform services requested, and

4.1.2 List of doctors employed by Contractor.

4.2 Responses should provide a straightforward, concise description of the contractor's experience and ability to satisfy the requirements of this RFP.

4.3 Provide a brief description of the contractor's previous experience with a Governmental Agency.

4.4 Provide proof of the contractor's ability to provide usage reports.

4.5 Provide an all-inclusive price list for the services requested in this RFP and the clinic's **weekly** capacity to perform as specified.

4.3 Contractors submitting responses should be aware that the contents of the successful response will become part of the contract documents. The City reserves the right to negotiate all elements to ensure that the best possible consideration is provided for all parties.

4.4 If the Contractor would like to provide information in addition to the specific information requested in this RFP, such information shall be uploaded as a separate response attachment?

5. Evaluation and Selection

City staff will evaluate the merits of all received proposals to determine if they meet the minimum requirements.

5.1 Evaluation Criteria (Illustrative – City may adjust)

Evaluation Criteria	Weight
Minimum Qualifications: <ul style="list-style-type: none">• Required two (2) years in business• No outstanding lawsuits in the last 2 years or current litigation with the City during last 2 years.• No outstanding regulatory issues last 2 years.• References provided for the clinics.	PASS/FAIL
Technical Qualifications	
Firms Experience: <ul style="list-style-type: none">• Experience providing firefighter occupational health services.• Demonstrated understanding and adherence to the HB198 requirements.	30%
Understanding of Project Scope: <ul style="list-style-type: none">• Firm's ability to deliver work as specified in the Scope of Work.	25%
Team Expertise and Experience: <ul style="list-style-type: none">• Qualifications of physicians and medical staff.• Experience and credentials of KEY staff.• Resumes of personnel who will conduct the evaluations/testing.• Turnaround time for scheduling and reporting.• Reporting and management capabilities.	25%
Price	20%

5.2 Should the City require clarification from the Proposer; the City shall contact the individual named as the organization's contact person in the firm's Proposal.

5.3 Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the Committee. The City may elect to conduct post-submission reference checks, Proposer interviews or best and final offers with any Proposers that are not eliminated based on their proposal.

Bid / RFP Worksheets and Required Documents

DISCLAIMER:

All worksheets within bid/RFP specifications are for vendor's use only in building their pricing and will NOT be accepted or considered for use for award of contract by the City of Beaumont. Pricing entered in IONWAVE under LINE ITEMS will be FINAL and the ONLY pricing considered for award of bid or RFP, or Proposals uploaded under the Responses Tab.

PROPOSAL PRICING WORKSHEET

Item	Service	Estimated Annual Quantity	Unit Price	Extended Price (Estimated Quantity x Unit Price)
1	Occupational Cancer Screening HB198 per Firefighter	182		
2	Ultrasound imaging of Carotid arteries, thyroid, liver pancreas, gall bladder, spleen, kidneys, bladder, pelvic and breast (women), testicular, and prostate (men)	182		
3	Colon cancer screening	182		
4	Prostate cancer screening	180		
5	Lung cancer screening	182		
6	Cervical cancer screening (women)	2		
7	Testicular Cancer Screening (men)	180		
8	Bladder Cancer Screening	182		
9	Oral Cancer Screening	182		
10	Thyroid Cancer Screening	182		
11	Skin Cancer Screening	182		
12	Blood test	182		
13	Urinalysis	182		
14	Pulmonary function test	182		
15	Electrocardiogram	182		
16	Infectious Disease Screening	182		
17	Breast Cancer Screening (when applicable)	2		
18	Chest X-ray (once every 5 years)	182		
19	Galleri 50+ Multicancer Detection Test: (Optional) 7 Employees 40+= Once every 5 years, 50+= every year	182		
20	Radiology follow up interpretation for irregular results, if needed.	182		
21	Medical Consultation	182		
TOTAL:				

**** Quantities are estimates only and are not guaranteed. The City will be billed only for the actual quantities of products and/or services performed, delivered, and accepted.**

PROPOSER'S INFORMATION SHEET

NOTE: THIS FORM TO BE COMPLETED ONLINE UNDER THE ATTRIBUTES TAB.

1. **Kind of Company (check one):** ☐ Corporation ☐ Partnership ☐ Sole Proprietor

If corporation, please list names and addresses of three (3) top corporation officers.

If partnership, please list names and addresses of partners.

2. Number of years in operation.
3. Gross revenue for the past two (2) years.
4. Largest dollar amount of contract currently in effect with a business.
5. Current number of employees.
6. Has your organization ever failed to complete any work that it was awarded?
7. Provide information concerning any judgments, claims, arbitration proceedings or suits filed as a result of projects performed.
8. Has your organization (including owners, partners, and or officers) ever been put on probation or disbarred from doing business with ANY governmental agency? If so, please list organization, time, and length of disbarment or probation. (Failure to provide this information may result in the City not awarding the contract to your company).
9. Business telephone number answered Monday – Friday, 8:00 AM – 5:00 PM:
10. Provide contact name(s) and phone number(s) in case of emergency.
11. Provide references from at least three (3) customers with whom your company has current or past contracts of similar size. Name, address, phone number, and a contact person shall be stated for each reference.

HOUSE BILL 1295 (HB1295) COMPLIANCE

Texas Ethics Commission Certificate Number

**NOTE: THIS FORM TO BE COMPLETED AND UPLOADED ONLINE
UNDER THE RESPONSE ATTACHMENTS TAB.**

HB 1295 -- Section 2252.098 of the Government Code states “a contract that requires an action or vote by the governing body of the entity or agency, or the value of the contract is at least one million dollars (\$1,000,000), must provide a Disclosure of Interested Parties Form on the Texas Ethics Commission website”.

Within five (5) working days after the award of contract by Beaumont City Council, the awarded vendor must complete the information requested on the Texas Ethics Commission website and provide the certificate number to the Purchasing Department. The Texas Ethics Commission website is: www.ethics.state.tx.us

At the home page, click on Form 1295 Filing Application, and follow the instructions. Upon completion of the information on the website, **provide the completed form and certificate number to the following Purchasing e-mail addresses:**

terry.welch@beaumonttexas.gov

I understand the requirement as stated above and will comply within five (5) working days after the award of contract by Beaumont City Council.

Signature

Company Name

Printed Name

Date Signed

Title

Revised 4/29/16 /bd

House Bill 89 (HB89) Verification

**NOTE: THIS FORM TO BE COMPLETED, NOTORIZED AND
UPLOADED ONLINE UNDER THE RESPONSE ATTACHMENTS TAB.**

I, _____, the undersigned representative of
_____, (Company or Business Name)

(Company or Business Name) (hereafter referred to as "Company"), **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Beaumont, Texas.**

Pursuant to Section 2270.001, 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" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY

REPRESENTATIVE ON THIS THE _____ day of _____, 20_____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Senate Bill 252 Ch. 2252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website to the Comptroller of the State of Texas which do business with Iran, Sudan or any foreign terrorist organization, I will immediately notify the City of Beaumont's Purchasing Department.

Date Signed

Signature of Company Representative

Name in Printed Form

BID SHEET CONTINUED

**NOTE: THIS FORM TO BE COMPLETED AND UPLOADED ONLINE
UNDER THE RESPONSE ATTACHMENTS TAB.**

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY

Ownership of Firm (51% or more) ____ Non-Minority ____ Hispanic ____ Black ____ Other ____
Minority (please specify) _____ Female Owned ____ Handicapped Owned ____
Small Business (less than \$1,000,000 annual receipts or 100 employees) ____

CERTIFICATE OF CORPORATE BIDDER

I, _____, CERTIFY THAT I AM _____, (title) OF THE
CORPORATION NAMED AS BIDDER HEREIN; THAT _____, WHO SIGNED
THIS BID ON BEHALF OF THE BIDDER, WAS THEN _____, (title) OF SAID
CORPORATION; THAT SAID BID WAS DULY SIGNED FOR AND ON BEHALF OF SAID CORPORATION
BY AUTHORITY OF ITS GOVERNING BODY AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

SIGNATURE OF OFFICER

TYPE OR PRINT NAME

TITLE OF OFFICER

BIDDERS

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid.

Vendor _____

Address _____

Bidder _____
(Signature)

Bidder _____
(Print Name)

Position With Company _____
(Title)

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

Signature of vendor doing business with the government entity

Date

NOTE: THIS FORM TO BE COMPLETED ONLINE UNDER THE ATTRIBUTES TAB.

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.

**STATEMENT OF CITY CHARTER
PROVISION ON CONFLICT OF INTEREST**

**NOTE: THIS FORM TO BE COMPLETED AND UPLOADED ONLINE
UNDER THE RESPONSE ATTACHMENTS TAB.**

The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved **null and void**. (Beaumont City Charter, Article XVII, Section 9.)

I, _____ (name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the City.

SIGNED this the ____ day of _____, 20____.

Name

Title

GENERAL CONDITIONS OF BIDDING
(Revised 3/11/24)

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. BIDDING

- A. All formal and informal bids or proposals must be on blank forms furnished by the Purchasing Division. The bid must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B. **DATE & TIME:** Formal and informal bids or proposals must be completed and submitted through the City of Beaumont's e-bids platform at <https://beaumonttexas.ionwave.net/Login.aspx> by the date and time posted online. Bid or proposal submittals will not be accepted manually in any other format unless otherwise specified. Bids must be submitted only on forms provided by the City, unless otherwise specified.
- C. **WITHDRAWAL OF BID:** A bidder/proposer may withdraw his bid/proposal before Council acceptance of his bid/proposal without prejudice to himself, by submitting a written request for its withdrawal to the contact person listed within the bid/RFP specifications.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.
- G. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be submitted or delivered no later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division offices.
- K. If there is an honest mistake in the bid due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened and contract awarded, he will not be released and shall be bound by the bid. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract, will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

2. TAXES

- A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed. A vendor desiring refunds of or exemptions from taxes paid on merchandise accepted by the City must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

3. **AWARD**

- A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.
- C. Contractor is an independent contractor. Award of a contract does not create a joint venture between Contractor and the City.

4. **BID DEPOSIT**

- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, or a certified check made payable to the City of Beaumont, or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.
- C. **When specifications call for a bid deposit, it should be placed in a separate bid envelope and submitted to the Purchasing Office at: City of Beaumont, Purchasing Office, 801 Main St., Suite 315, Beaumont, TX 77701. The name of the bid and bid number MUST be written on the front side of the envelope submitted to the Purchasing Office. Should your bid deposit not be acceptable to the City, your bid will be returned.**

5. **DELIVERIES**

- A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplied in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.

6. **REJECTIONS**

- A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City Purchasing Manager or his/her designated representative.
- B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

7. **BILLING**

- A. All bills are subject to approval by the Purchasing Manager.

8. **PATENTS**

- A. The contractor agrees to indemnify and hold harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

9. **CONDITIONS PART OF BID**

- A. The General Conditions of Bidding defined herein shall be a part of the attached bid.

10. **CONTRACT**

- A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder:
 - i. Invitation to Bid,

- ii. General Specifications,
- iii. General Conditions of Bidding,
- iv. The Bid Sheet(s), i.e. Line Items,
- v. Resolution awarding the bid,
- vi. Award Letter.

In some cases, in addition to the items listed above, a formal contract may be executed between the City and vendor.

B. In case of conflict, the specifications shall be controlling.

11. **OSHA REQUIREMENTS**

- A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or Purchase Order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. **BIDS**

- A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

13. **DISCOUNTS**

- A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check or electronic funds transfer (EFT).

14. **DISCLOSURE FORMS**

- A. **All required forms must be signed and submitted with your bid submittal.**

15. **EXCEPTIONS**

- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it, then submit with your bid proposal.

16. **LOCAL BIDDER CONSIDERATION**

- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by its formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.

17. **PROTEST PROCEDURES**

Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail, return receipt requested, prior to award. The written protest must include:

- A. Name, mailing address, and business phone number the protesting party;
- B. Appropriate identification of the bid or proposal being protested including name of bid and bid number;
- C. A precise statement of the reasons for the protest; and
- D. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

If the Purchasing Division is not successful in resolving the protest, the protesting party may request, in writing, that the protest be will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

If the CFO is not successful in resolving the protest, the CFO may forward to the City Manager a request for review. The decision of the City Manager will be final.

18. **PUBLIC INFORMATION ACT**

A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

B. To request information from this governmental body, please contact:

City Clerk
City Hall

Physical Address:

801 Main Street, Suite 125
Beaumont, TX 77701

Mailing Address:

P.O. Box 3827
Beaumont, TX 77704-3827

Fax: 409-880-3740

Phone: 409-880-3745

openrecords@beaumonttexas.gov

19. **WEBSITE**

Vendors are responsible for verifying all Addendums to specifications provided on the City's e-bids online site at: <https://beaumonttexas.ionwave.net/Login.aspx>.

20. **INTERLOCAL AGREEMENT**

Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.

21. **FORCE MAJEURE**

Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this contract so long as performance is delayed or prevented by force majeure.

22. **FUNDING OUT**

The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

23. **TERMINATION**

This contract may be terminated by either party upon ninety (90) days' written notice.

Attachment “A”

Insurance Requirements

ATTACHMENT "A"

(Revised 11/07/2023)

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits (on a form approved and provided by the City), and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF BEAUMONT'S PURCHASING DIVISION, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation and Employer's Liability	Statutory
NOTE: For building or construction projects, and services provided at City-owned facilities, the Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Rule 28 TAC §110.110 which follows this insurance attachment.	
2. Commercial General (public) Liability including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent with an aggregate limit of \$1,000,000.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
h. Professional liability*	
i. Underground hazard*	
j. Explosion and collapse hazard*	
k. Liquor liability*	
l. Fire legal liability*	
m. City's property in Contractor's* care, custody, or control	
n. Asbestos specific liability*	
* Not required for this contract	
3. Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for:	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or equivalent.

- a. Owned/leased vehicles
- b. Non-owned vehicles
- c. Hired vehicles

4. **Errors and Omissions** insurance policy (when applicable) Provide a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name, the City of Beaumont and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for thirty (30) days' notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Beaumont, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one (1) year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Division
City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities
TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Beaumont.
3. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Beaumont prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Beaumont showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Beaumont:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Beaumont will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Beaumont in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Beaumont in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Beaumont that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Beaumont to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Beaumont.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF BEAUMONT
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent
and submitted with bid proposal.**

**NOTE: THIS FORM TO BE COMPLETED AND UPLOADED ONLINE
UNDER THE RESPONSE ATTACHMENTS TAB.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Beaumont, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: () _____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Beaumont at (409) 880-3720.



CERTIFICATE OF INSURANCE

Form No. COB1
Edition Date: 12/12/2018
Page 1 of 4

NOTE: THIS COB1 FORM TO BE COMPLETED AND SUBMITTED TO THE CITY OF BEAUMONT UPON AWARD OF CONTRACT.

This form is for informational purposes only and certifies that policies of insurance listed below have been issued to insured named below and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail or e-mail as requested by the City of Beaumont ("COB"). The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. Only City of Beaumont certificates of insurance are acceptable; commercial carriers' certificates are not.

This certificate shall be completed by a licensed insurance agent:

Name and Address of Agency:

Phone: _____ / _____

Name and Address of Insured:

Phone: _____ / _____

Prime or Sub-Contractor: _____

Name of Prime Contractor, if different from Insured:

City of Beaumont Reference:

Project Name: _____

Project Location: _____

Managing Dept.: _____

Project Mgr.: _____

Insurers Affording Coverages:

Insurer A

Insurer B

Insurer C

Insurer D



CERTIFICATE OF INSURANCE

Form No. COB1
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INSR LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS OF LIABILITY	
	Commercial General Liability Policy As defined in the Policy, does the Policy provide:				Each Occurrence	\$
					General Aggregate	\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Completed Operations/Products				Completed Operations/Products Aggregate	\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Contractual Liability				Personal & Advertising Injury	\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Explosion				Deductible or Self Insured Retention	\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Collapse					
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Underground					
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Contractors / Subcontractors Work					
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Aggregate Limits per Project Form - CG 2503 0509 or Equivalent				<input type="checkbox"/> Yes	
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Additional Insured Form (not construction) - CG 2010 1001 or Equivalent				<input type="checkbox"/> Yes	
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Completed Operations Additional Insured Form (construction only) - CG2037 1001 or Equivalent				<input type="checkbox"/> Yes	
	<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation Form - CG 2804 1093 or Equivalent				<input type="checkbox"/> Yes	
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Waiver of Subrogation Form - CG 2404 0509 or Equivalent				<input type="checkbox"/> Yes	
	INSR LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS OF LIABILITY
	Pollution / Environmental Impairment Policy				Occurrence	\$
					Aggregate	\$
INSR LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS OF LIABILITY	
	Commercial Auto Liability Policy As defined in the Policy, does the Policy provide:				CSL	\$
					Bodily Injury (Per Incident)	\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Any Auto				Bodily Injury (Per Person)	\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No – All Owned Autos				Property Damage (Per Accident)	\$



CERTIFICATE OF INSURANCE

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	<input type="checkbox"/> Yes <input type="checkbox"/> No – Non-Owned Autos							
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Hired Autos							
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Waiver of Subrogation - CA0444 0410 or Equivalent <input type="checkbox"/> Yes							
	<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation - CA0244 or Equivalent <input type="checkbox"/> Yes							
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Additional Insured - CA2048 or Equivalent <input type="checkbox"/> Yes							
	<input type="checkbox"/> Yes <input type="checkbox"/> No – MCS 90							
INSR LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS OF LIABILITY			
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Liability Follow Form				Occurrence	\$		
					Aggregate	\$		
	Workers Compensation & Employers Liability As defined in the Policy, does the Policy provide				<input type="checkbox"/> Statutory			
					Each Accident	\$		
					<input type="checkbox"/> Yes <input type="checkbox"/> No – Waiver of Subrogation - WC420304		Disease - Policy Limit	\$
					<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation - WC420601		Disease - Each Employee	\$
	Is a Builders Risk or Installation Insurance Policy provided? <input type="checkbox"/> Yes <input type="checkbox"/> No					\$		
							<input type="checkbox"/> Yes <input type="checkbox"/> No – Is the City shown as loss payee/mortgagee?	
	Professional Liability As defined in the Policy, does the Policy provide:				Each Claim	\$		
					<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation Retroactive Date: _____		Deductible or Self-Insured Retention	\$



CERTIFICATE OF INSURANCE

Form No. COB1
Edition Date: 12/12/2018
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AGENT CERTIFICATION:

THIS IS TO CERTIFY TO THE CITY OF BEAUMONT
that the insurance policies above are in full force and effect.

Name of Insurance Company:	Name of Authorized Agent:
Company Address:	Agent's Address:
City: State: Zip:	City: State: Zip:
Authorized Agent's Phone Number (including Area Code):	Original signature of Authorized Agent: X _____
	Date:

CERTIFICATE HOLDER:

DATE ISSUED: _____

City of Beaumont

P. O. Box 3827
Beaumont, Texas 77704-3827

AUTHORIZED REPRESENTATIVE SIGNATURE
Licensed Insurance Agent

Printed Name: _____

END OF SPECIFICATIONS
