

NOTICE FOR PROPOSERS

Sealed proposals, one (1) original and four (4) copies, addressed “**EMS Billing Services for the City of Deer Park EMS**” to the City of Deer Park, Texas will be received at the office of the City Secretary, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m. on November 20, 2015** at which time the qualifications are to be opened and publicly read in the Council Chambers at 2:00 p.m. (per Council Chambers clock).

The City of Deer Park does not accept faxed bids.

Proposals are to be submitted on bidders own forms including name of proposers, contact and telephone number. The City reserves the right to reject any and all bids, or parts of bids, to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated this 21st day of October, 2015

Sandra Watkins

Digitally signed by Sandra Watkins
DN: cn=Sandra Watkins, o=City of Deer Park, ou=City
Secretary, email=skwatkins@deerparktx.org, c=US
Date: 2015.10.22 07:36:37 -0500

Sandra Watkins, TRMC, CMC
City Secretary
City of Deer Park, Texas



CITY OF DEER PARK

Emergency Services
P. O. BOX 700

(281) 478-7298
Deer Park, Texas 77536-0700

REQUEST FOR PROPOSAL

PROPOSAL FOR: **BILLING SERVICES FOR DEER PARK EMERGENCY MEDICAL SERVICES (EMS) FEES**

PROPOSAL CLOSE DATE: **November 20, 2015**

PROPOSAL CLOSE TIME: **2:00 p.m. CST**

CONTACT: Tracy McBride, Purchasing Coordinator

E-mail: tmcbride@deerparktx.org

TEL: 281-478-7228

FAX: 281-478-4029

Sealed proposals (one original and four copies), subject to the Terms and Conditions of this REQUEST FOR PROPOSAL and other contract provisions, will be received in the City Secretary's Office, 710 E. San Augustine, Deer Park, TX 77536, before the closing time and date shown above. Proposals must be returned in a sealed envelope or container, addressed to the City Secretary, City of Deer Park and have the proposal name, closing date, and company name clearly marked on the outside envelope. Late proposals will be returned to the proposer unopened. Proposals may be withdrawn at any time prior to the official opening. Proposals may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Coordinator.

The undersigned agrees, if the proposal is accepted, to furnish any and all items upon with prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be 90 calendar days.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE PROPOSER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING PROPOSAL SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE REQUEST FOR PROPOSAL. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN. BY SIGNING BELOW, YOU ALSO CERTIFY THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE PROPOSER, PROPOSER QUALIFIES AS A RESIDENT BIDDER AS DEFINED IN RULE 1 TAC 111.2

Company Name and Address	Company's Authorized Agent:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date:
Fax No.	Email:

CITY OF DEER PARK

NOTICE TO PROPOSERS

The City of Deer Park, Texas intends to purchase and invites you to submit a sealed proposal for:

EMS Billing Services for the City of Deer Park EMS

Sealed proposals will be received by the City of Deer Park, Texas on or before **2:00 p.m. on November 20, 2015** in the Office of the City Secretary, 710 E. San Augustine; Deer Park, TX 77536. **Proposals will be publicly opened and the name of the proposer(s) will be read aloud on November 20, 2015 at 2:00 p.m.**

All prospective Proposers are urged to be present. It is the respondent's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the RFP documents prior to submitting proposals. Any revisions or clarifications to be incorporated into this proposal document will be confirmed in writing prior to the proposal due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for bids to arrive in the City Secretary's Office, prior to the time and date specified above.

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

Published in the: Deer Park Progress

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Last Publication: November 5, 2015

INTRODUCTION:

The intent of this proposal is to enable the City of Deer Park to acquire a qualified EMS Billing company to administer the billing services for Deer Park's Emergency Medical Services (EMS) Division which operates the City's emergency 9-1-1 ambulance service.

All companies and firms providing EMS Billing Services and meeting the requirements established herein, are invited to submit a proposal. The City of Deer Park shall have the right to reject any or all proposals and, in particular, to reject a proposal not accompanied by minimum data specifications as required by the proposal documents or a proposal in any way incomplete or irregular. The City of Deer Park shall have the right to waive any informality or irregularity in any proposal received.

TERMS AND CONDITIONS

1. The City of Deer Park will accept **sealed proposals** Monday through Friday, 8:00 am – 4:00 pm in the City Secretary's Office (Until 2:00 p.m. on the due date). Proposals must be received in the CITY SECRETARY'S OFFICE before the specified hour and date of the opening.
2. Sealed Proposals are to be properly identified with proposal title, time and date of opening. Proposer shall submit one (1) **ORIGINAL** and four (4) **DUPLICATE** copies as specified in the proposal requirements section.
3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.
4. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Deer Park reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective Proposers. If Proposer demonstrates just reason for a change, the City of Deer Park must have at **least** five (5) working days' notice prior to proposal opening date.
6. **Should Proposer find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Proposer should at once notify the Purchasing Division in writing to obtain clarification prior to submitting a proposal.** Any inquiries, suggestions, or requests concerning an interpretation, clarification, or additional information pertaining to the RFP shall be made in writing through the City of Deer Park's Purchasing Coordinator, Tracy McBride, at P.O. Box 700, Deer Park, TX 77536; or by FAX at (281) 478-4029, or by email at tmcbride@deerparktx.org.
7. Proposal offered shall be valid for 120 days from opening date.
8. The City of Deer Park is exempt from taxes. **DO NOT INCLUDE TAX IN PROPOSAL.**
9. Proposer **MUST** give full firm name and address. Person signing proposal should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.**
10. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, Proposer must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If Proposer takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in the request for proposals. Verbal agreements to the contrary will not be recognized.
11. NO substitutions or cancellations shall be permitted without written approval of the City of Deer Park.
12. All Proposers **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Deer Park reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal that best serves the interests of the City of Deer Park.
13. All Proposers **must meet or exceed** the Insurance and Indemnity requirements (Attachment #2) to be considered as a potential Contractor.
14. Consistent and continued tie proposing could cause rejection of proposals by the City of Deer Park and/or investigation for Anti-Trust violations.
15. **If a proposal contains proprietary information, the Proposer must declare such information as proprietary if Proposer does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the proposal. The City of Deer Park cannot guarantee any information will be held from the public. Once a proposal is opened, any request for information marked proprietary will be sent to the Attorney General and the Proposer must submit arguments as to why the information should not be disclosed.**

16. The Contractor/Supplier agrees to protect the City of Deer Park from claims involving infringement of patents or copyrights.

CITY OF DEER PARK
REQUEST FOR PROPOSAL for
EMS Billing Services

A. PROCUREMENT PROCESS

1. System Overview:

The City of Deer Park EMS operates three ambulances and a supervisor response *squad* with a combination of paid and volunteer personnel. In 2014, the department responded to 2,127 emergency calls for service, resulting in 1,571 billable transports. Total revenue collected for those transports was \$570,000 for an average revenue per transport of \$362.83. The billing rates for EMS transports are established by City Council and can be found in the City's Schedule of Fees, Attachment #1.

2. Instructions to Proposers:

All prospective proposers shall provide sufficient information and data to allow a complete evaluation of the information. The City may waive any informalities, irregularities, or variances, whether technical or substantial in nature or reject any and all proposals at its discretion. After receipt of proposal, it is the intent of the City of Deer Park to evaluate the proposals to secure the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the RFP. The proposed contract is scheduled to be presented to City Council for its consideration of approval following the evaluation period.

All proposals received in response to this invitation shall become the property of the City of Deer Park, and shall be retained in its file, and by reference become part of any formal agreement with the City. Receipt of a proposal by the City does not, in and of itself, constitute a contract. The City accepts no responsibility or liability for any cost incurred in the preparation and/or submission of such proposal. After award of proposal, all proposals shall be open for public inspection.

(a) Openness of Procurement Process:

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with all Federal and State laws and City Ordinances and Codes applicable to the Proposer's operation under this contract. These specifications and the subsequent contract shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County, Texas, where venue for any proceeding arising hereunder will lie.

(b) No Collusion:

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. This section is not intended to prohibit two or more organizations from working together on a joint application. One organization would have to be designated as the lead agency with fiscal responsibility.

(c) Inquires and Addenda :

The City shall not be responsible for oral interpretations given by any other City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will notify all prospective proposers who have secured same. However, it shall be the responsibility of each proposer, prior to submitting the proposals, to contact the City of Deer Park's Purchasing Office at (281) 478-7228 to determine if addenda were issued and to make such addenda a part of the proposal.

3. Contract Period:

Following this procurement process and after all negotiations are completed, the successful proposer will be required to enter into a binding contract. Proposer may submit their proposed agreement for review by our Emergency Management Coordinator and City Attorney. The contract period shall be for three years and shall start after approval of a negotiated contract by City Council and appropriate insurance certificate is in place. This contract may be renewed under the same terms and conditions, upon the agreement of both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Request for Proposal (RFP) and prices may be adjusted to reflect the latest Consumer Price Index (Urban).

4. Proposal Submission:

Sealed proposals will be received by the City of Deer Park, Texas on or before **2:00 p.m. on November 20, 2015** in the Office of the City Secretary, 710 E. San Augustine; Deer Park, TX 77536. **Proposals will be publicly opened and the name of the proposer(s) will be read aloud on November 20, 2015** at 2:00 p.m. The delivery of proposals to the City Secretary's Office prior to the specified date and time is solely and strictly the responsibility of the proposer. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said proposer.

Each proposer shall submit one (1) unbound original copy and four (4) bound copies clearly labeled.

"EMS Billing Services for the City of Deer Park"

The proposer is solely responsible for reading and completely understanding the requirements of this RFP. Under no circumstances shall proposals delivered after the specified delivery date/time be considered. Late submissions shall be returned unopened.

5. Scope of Work:

The City of Deer Park seeks to obtain proposals from qualified firms to provide EMS Billing Services for all fees associated with the response and patient transport of the City's Emergency Medical Services (EMS) Division operating the City's 9-1-1 ambulance service. The city of Deer Park desires to pursue partnerships to build an optimal revenue cycle and is open to alternatives to meet the requirements that may or may not be described below.

a. Billing

- 1) Retrieve the electronic billing file and other billing related information from the City's server. The City of Deer Park utilizes ESO Solutions for electronic Patient Care Reporting (ePCR). The billing contractor will receive information from this system via secure FTP. It is expected that downloads of patient reports will occur not less than 2-3 times per week (daily being the preferred frequency).
- 2) Prepare invoices according to the rates established by the City, guidelines and procedures established by the firm and the City, and all applicable laws and regulations including those for Medicare and Medicaid Services.
- 3) Bill all transports according to applicable laws established by Medicare, Medicaid and other applicable agencies.
- 4) Utilize available resources and databases to obtain billing insurance information on private pay patients.

b. Collections

- 1) Process all claims according to timelines defined by the City and the firm. The claims should be divided into four revenue categories: Medicare, Medicaid, Insurance, and Private Pay.
- 2) Re-categorize claims appropriately after receiving payment from the primary payor.
- 3) Process denials for Medicare and Medicaid according to the timelines defined by the firm and the City.
- 4) Provide customer service from 8:00 am to 5:00 pm Central Standard Time (CST), using a firm supplied phone number.
- 5) Process all cash receipts and receipt of payments according to applicable timelines.
- 6) Process all refunds and over payments in a timely manner.
- 7) Establish internal controls to ensure that policies and procedures are being followed.

c. Reporting

- 1) Detailed reports will be required by the City to monitor the billing and collection process. Daily, monthly, and annual reports of the types noted below must be provided to the City's designees by the time period specified. Daily reports should be available within three (3) business days and monthly reports should be available by the fifteenth (15) of the following month. Reports should be submitted electronically either via email or secure server. Reports should be provided in MS Excel and/or as PDF documents when requested.
- 2) Contractor will work with the City to develop reports that are mutually acceptable, containing at a

minimum the following:

- a. A revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
- b. A report showing transports that cannot be billed including the reason the transport cannot be billed.
- c. A report showing the number and amount of claims filed with all insurances (including Medicare and Medicaid), including the confirmation information from Medicare or Medicaid acknowledging receipt of the claim.
- d. A monthly outstanding aged accounts receivable report sorted by payer including a total outstanding aged report. The Report should show four categories of outstanding accounts: 30, 60, 90, and more than 120 days outstanding. The report would also show the last date of activity on the account. The report should break down the categories into the current financial class of the account. (The City of Deer Park has an agreement with Linebarger, Goggan, Blair, and Sampson for debt collection services. Outstanding EMS bills that exceed 180 days without successful collection efforts will be referred to Linebarger by the billing contractor on a monthly basis.
- e. A reconciliation report showing the amount of cash receipts posted and how the amount ties to the daily bank deposit. Provide an explanation of any cash that is unable to be posted and include the reason.

d. **Analytical Services**

- 1) The firm will be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop.
- 2) The firm will be expected to meet with the City to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths weaknesses and opportunities of the performance. Also key issues that might arise in the future should be identified, along with strategies to address the issues. This report should be prepared quarterly.

e. **Training**

- 1) Billing contractor will provide up to 3 days (24 total hours) of training per calendar year to the EMS staff (may be divided into 4-hour segments). These days will be scheduled by the Fire Chief or his designee and a minimum of thirty days' notice will be provided to the contractor. This training will consist of updates to Medicare compliant documentation training, medical coding requirements, changes to the billing process or its requirements, best practices in narrative report writing, and technical training on report writing practices to support the billing efforts.

6. Proposal Requirements/Mandatory Table of Contents

Each proposal **must** include at least the following:

- (a) **Cover Letter:** briefly describing your firm and its intent to comply with the requirements of this RFP. The letter must be signed by a representative of the firm with the authority to bind the firm.
- (b) **Qualifications and Experience:** To be eligible to respond to this RFP, proposing firms must demonstrate that they have successfully completed services similar to those in the scope of this project for at least three (3) governmental entities within the State of Texas, and that they are licensed, insured, and bonded. Proposers shall demonstrate a minimum of five (5) years' experience of EMS Billing services, which must include experience filing claims with Medicare, Medicaid, commercial health insurance (HMO's and PPO's), and private/self-pay. Proposer shall include their documented collection percentage for all references.
- (c) **Scope of Work:** Proposers will describe in sufficient detail how they will meet and/or exceed the minimum requirements set forth in Section A. 5. "Scope of Work" of this RFP, providing results in measurable terms.
- (d) **Pricing:** Proposers will submit their pricing terms for all services provided based on a percentage of total revenue collected, resulting in a "net" percentage paid to the City of Deer Park. All expenses associated with billing, collection and company operations shall be represented in the percentage retained by proposer. No additional fees are payable by the City. Optional alternative pricing arrangements may be

proposed for consideration; however, the primary evaluation will be based on the percentage and net revenue calculation. Minimum collection guarantees are not required, but may be considered as advantageous to the City.

(e) **References:** Each proposer shall provide references of customers preferably in the Houston/Galveston or Texas area, with whom Proposer has performed services. The list shall include the customer's name, address, telephone number, and the name of an individual to contact. Proposer shall further indicate date services were performed and brief description of services performed.

(f) **Required Forms:** Submit the required forms properly executed where appropriate (Page 1 of the RFP and Proposer Information Form)

7. Evaluation, Scoring and Selection:

All proposals shall be subject to an evaluation by a selection committee to be established by the City. The successful proposer(s) must demonstrate an understanding of the project scope and purpose. This refers to the proposer's understanding of the needs that generated the RFP, of the objectives in asking for the services, and of the nature and scope of the work involved. All prospective proposers are encouraged to provide sufficient information and data to allow for a complete evaluation of the information to be made. Information and data included in the proposal shall become a part of the proposal. Failure to respond to any portion of this proposal, unless otherwise provided for may result in a reduction of the total numerical graded value and possible rejection of the complete proposal from further consideration.

All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. The proposal(s) will be evaluated by a committee utilizing weighted criteria totaling up to 100%. Suppliers shall be aware that the City of Deer Park will review the proposals with particular weight to the following:

- (a) The responsiveness and completeness of the proposal. **25%**
- (b) Proposer's ability to provide services, based on past performance, current contracts (reference check) and the described work plan. **40%**
- (c) Net overall cost to the City for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor). **35%**

Prior to award of proposal, successful proposer(s) may be required to attend a pre-award conference to discuss terms, conditions, and performance of this contract before the Purchasing Coordinator, Emergency Management Coordinator, evaluating committee, and/or City Council. The City may require a presentation of supplier's program prior to award of bid before a City of Deer Park designated committee.

After receipt of proposal, it is the intent of the City of Deer Park to evaluate the proposals to secure the best and final proposal to meet this Request for Proposals Contract Schedule for Award. The proposed contract is tentatively scheduled to be presented to City Council for its consideration of approval in January, 2016.

8. Proposal Delivery

The City of Deer Park, City Secretary's Office shall accept **SEALED** proposals Monday through Friday, 8:00 a.m. - 4:00 p.m. (Until 2:00 p.m. on the due date). **Sealed** proposals must be received by the City Secretary's Office before the specified hour and date of the opening. Proposal is to be properly identified with proposal title, time and date of proposal opening.

Submit to:

**CITY OF DEER PARK
CITY SECRETARY'S OFFICE
710 E. SAN AUGUSTINE
DEER PARK, TX 77536**

PROPOSER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
PHYSICAL ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
REMITTANCE ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
PAYMENT TERMS/DISCOUNT:	
COMPANY TAX ID #:	

Attachment #1

(1) Treatment/no transport to medical facility	\$100.00
(2) Transport to medical facility of a resident of the city	
Basic life support (BLS), plus supplies, services, medication	\$800.00
Advanced life support level 1 (ALS1), plus supplies, services, medication	\$900.00
Advanced life support level 2 (ALS2), plus supplies, services, medication	\$1,000.00
(3) Transport to medical facility of a nonresident of the city	
BLS, plus supplies, services, medication	\$900.00
ALS1, plus supplies, services, medication	\$1,000.00
ALS2, plus supplies, services, medication	\$1,100.00
(4) Mileage charge per loaded mile for all transports	\$15.00
(5) Industrial response, plus nonresident rate, supplies, services, medication	\$1,500.00
(6) Life flight, plus resident or nonresident rate, supplies, services, medication	\$1,000.00
(7) Fees for supplies and services:	
Oxygen administration	\$45.00
Spinal immobilization	\$85.00
IV administration set	\$20.00
IV fluid	\$25.00
Intubation	\$150.00
Defibrillation manual	\$110.00
EKG 3-lead	\$85.00
EKG 12-lead	\$170.00
Bandaging	\$45.00
Splinting	\$65.00
Respiratory distress	\$33.60
Unconscious—unknown overdose	\$97.35
Cardiac arrest	\$263.35
Chest pain/MI call	\$40.60
RSI—Rapid sequence intubations	\$146.90
Intubations	\$54.00
Trauma, major	\$79.60
Diabetic call	\$37.60
Chest pain/Rapid Heart Rate	\$139.60
Seizure	\$57.60
Trauma, minor	\$43.05
(8) Fees for medications shall be in accordance with exhibit A. Medications not listed on exhibit A:	Cost plus 50%
Notes	
1. BLS: Basic life support (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state.	
2. ALS1: Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention.	
3. ALS2: Advanced life support, level 2 (ALS 2) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including either the administration of three or more different medications by intravenous push/bolus or by continuous infusion or the provision of at least one of the following ALS procedures: manual defibrillation/cardioversion; endotracheal intubation; central venous line; cardiac pacing; chest decompression; surgical airway; or intraosseous line.	
4. ALS Assessment: An advanced life support (ALS) assessment is an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment.	

Attachment #2

INSURANCE AND INDEMNITY REQUIREMENTS:

CONTRACTOR SHALL INCLUDE CERTIFICATE OF INSURANCE PRIOR TO AWARD OF BID. CONTRACTOR OR CONTRACTOR'S INSURANCE AGENT SHALL INCLUDE DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

CONTRACTOR shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property that may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, its agents, representatives, volunteers, employees or subconsultants.

- a. CONTRACTOR's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of CONTRACTOR's insurance and shall not contribute to it. Further, CONTRACTOR shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$1,000,000
 - Products & Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$500,000
 - Fire Damage: \$50,000
 - Coverage shall be at least as broad as ISO CG 00 01 10 93
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
3. Workers' Compensation
 - Statutory Limits
 - Employer's Liability: \$500,000
 - Waiver of Subrogation required.
- b. The following shall be applicable to all policies of insurance required herein.
 1. Insurance carrier must have an A.M. Best Rating of B+, VIII or better.
 2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 3. Liability policies must be on occurrence form.
 4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
 6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all-insurance coverages shall be furnished to the City.

8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of CONTRACTOR. CONTRACTOR shall provide copies of insurance certificates required hereunder to the City on or before the effective date of the agreement resulting from this RFP.

Under Description of Operations.

Certificate Holder, its officers, agents & employees are included as Additional Insured (except as respects all coverage afforded by the Workers Compensation Policy) and Waiver of Subrogation is in favor of Certificate Holder as written contract and as their interests may appear.

INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO BID ACTIVITIES UNDER THIS BID, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.