

REQUEST FOR PROPOSAL
ISSUED BY
THE CITY OF EL PASO
PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLICITATION NO: 2016-1011R DATE ISSUED: June 7, 2016
TITLE: PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE
HUMAN RESOURCES - RISK MANAGEMENT

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, July 6, 2016

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Offeror' are interchangeable.

ADDRESS OFFERS TO:
DIRECTOR
PURCHASING & STRATEGIC SOURCING DEPARTMENT
CITY OF EL PASO

MAIL TO:

CITY OF EL PASO OR
PURCHASING & STRATEGIC SOURCING DEPARTMENT
300 N. CAMPBELL, 1ST FLOOR
EL PASO, TX 79901-1153

HAND DELIVER TO:

CITY OF EL PASO
PURCHASING, 1ST FLOOR
300 N. CAMPBELL
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
HAYDEE PEÑA, PURCHASING AGENT
Telephone: [915] 212-1184 FAX: [915] 212-0044 Email: penah@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers. All offers shall expire on the 120th day after the offers are open unless the City of El Paso requests an extension of the offers in writing and the offeror agrees to extend in writing.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED
A001	_____	A002	_____	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

OFFER SUBMITTED BY

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED) _____

STREET ADDRESS _____

P.O. BOX NUMBER _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-Mail address _____

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT] _____

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY _____

SIGNATURE AND DATE OF OFFER _____

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

CITY OF EL PASO, TEXAS
RFP: 2016-1011R
REQUEST FOR PROPOSALS
FOR
PUBLIC OFFICIALS AND
EMPLOYMENT PRACTICES LIABILITY INSURANCE
DUE DATE: JULY 6, 2016

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PART 1 – GENERAL INFORMATION

1.1 Background Information

The City of El Paso is seeking proposals from qualified and experienced insurance agent/brokerage firms to acquire coverage for Public Officials and Employment Practices Liability Insurance. The Broker should have demonstrated experience in handling insurance programs for municipalities similar to size of the City of El Paso. The selected Offeror will be expected to evaluate the coverages and suggest revisions as part of the Offeror services after the Offeror has been selected.

The City seeks to establish a close and long-term working relationship with Offeror that will be mutually beneficial. It is the City's intent to obtain reasonable premiums and fees and to secure stable and financially sound insurers, as well as select the most responsible and competent Offeror to service the insurance policy.

1.2 Solicitation Purpose

The intent of this document is to provide interested and qualified Offerors with sufficient information to submit innovative responses for PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE. The City of El Paso will consider all responses submitted and will select the firm most responsive and best suited for the City's needs in the sole opinion of the City of El Paso.

PART 2 - NOTICES TO OFFERORS

2.1 Public Disclosure Proposal Information

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

2.2 Bid Net Notification

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: <http://legacy.elpasotexas.gov/purchasing/ep-invitations.asp>

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website,

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even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council Meeting wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for said postings.

2.3 Communications

2.3.1 Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City Council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential Offerors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

2.3.2 Wage Theft – The City of El Paso Code – Chapter 3.46

3.46.010 Definition

1. **Wage Theft Adjudication** occurs when:

Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or

Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or

A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or

The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or

Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or

Court of competent jurisdiction finds that an employer engaged in wage theft.

2. **Employee** and **employer** have the meanings by Texas Labor Code, Section 61.001.
3. **Wages** means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.
4. **Wage Enforcement Coordinator** shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.
5. **Wage Theft Complaint** means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

Section 3.46.020 WAGE THEFT COORDINATOR

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- A. Appointment.** The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.
- B. Duties.** The Wage Theft Coordinator shall:
1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a “complaint basis” and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.
 2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.
 3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.
 4. Coordinate with the Purchasing Director to ensure that the notice of the City’s Wage Theft ordinance is included in all the City’s bid documents.
 5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City’s Wage Theft ordinance.

Section 3.46.030 WAGE THEFT ADJUDICATION DATABASE

- A. Inclusion in Database.** No employer shall be included in the database until the Wage Theft Coordinator has:
1. Confirmed that an employer has a Wage Theft Adjudication record;
 2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.
 3. Allowed the employer thirty (30) days from the date of the notice to protest the employer’s inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.
- B. Identity of Employer.** An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person’s name, business address, type of business or occupation shall be included.

- C. Removal from Database.** An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or
2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or
3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

Section 3.46.040 Wage Theft Complaints Procedure

- A. Non-City Contracts.** If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.
- B. City Contracts.**
 1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.
 2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.
 3. **Texas Workforce Commission.**

If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

Section 3.46.050 Retaliation Prohibited

No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

Section 3.46.060. Sanctions and Penalties- City Contracts

Existing City Agreement.

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.
2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.
3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

New City Agreement.

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.
2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

2.3.3 Request for Clarification

In order to meet the City's schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than **June 21, 2016**. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

BY E-MAIL

Haydee Peña
Purchasing Agent
Fax: (915) 212-0044
Email: penah@elpasotexas.gov

IN WRITING (MAIL OR HAND DELIVERY)

City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1ST Floor
El Paso, TX 79901-1153
Attn: Haydee Peña

2.4 Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Proposal	June 7, 2016
Pre Conference Meeting	June 15, 2016, 8:00 A.M. MST (See Below)
Last Day for Offerors to Submit Written Questions	June 21, 2016
Answers Provided	June 28, 2016
Bid Due Date	July 6, 2016
Evaluations	Week of 7/11/2016
Best and Final Bid	Week of 7/18/2016
Contract Award Date	August 9, 2016

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFP will only be issued and posted on the City's website at: http://www.elpasotexas.gov/financial_services/invitations.asp

Pre Conference Meeting:

Location: 300 N. Campbell, 1st floor
El Paso, TX 79907
Phone: (605) 562-0020
Access Code: 314-379-396

2.5 Contract Term (Initial and Option Terms)

The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The initial contract period shall be for five (5) years from the Effective Date of the Contract, e.g., the date on which the original Contract is executed by the City of El Paso (the "Initial Term").

Option Terms

The City of El Paso shall have the option to extend the term of the Contract for two (2) additional two-year options. The City Manager or designee may exercise the additional options to extend in compliance with the terms awarded in the contract.

Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

2.6 Notices of Instruction to Offerors

1. Signature of Offer to person Authorized to Sign

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

2. Effective Period of Proposals

Proposals should expressly state that the offer will remain in effect until at least 120 consecutive Days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

3. Required Number of Copies

Offer (bid or proposal) must be submitted in original form with five (5) additional copies, unless otherwise stated herein.

4. Offer Submission Instructions

Offer must be sealed when presented to the Purchasing Department.

Offers will be received by the City of El Paso until **2:00 P.M., local time, on Wednesday, July 6, 2016.** **Proposals will be publicly opened and the Name of the Offer and the City and State will be read aloud.**

5. Addressing Instructions

The envelope containing the offer must be addressed as follows:

City Of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st Floor
El Paso, Texas 79901-1153
Attn: Director

Also, write the Request for Proposal Number, Request for Proposal Title, Proposal Title, and Proposal Opening clearly on a visible section of the envelope.

6. Labeling Of Proposals/Bids [Rev 6/15/05]

The Due Date and Solicitation Number must be written on the outside of the package containing the offer. The City Purchasing Division may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

7. Offeror Delivery Responsibility

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Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Director of Purchasing directly to the Purchasing Department. U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the Purchasing Division by the time and place proposals are recorded. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

(Remainder of Page Left Blank Intentionally)

8. Descriptive Literature

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each proposal, in DUPLICATE. If an Offeror wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

9. Offer Documents, Supporting Literature and Related Data

Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

10. Alternate Offers

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

11. Solicitation Changes or Clarifications

Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Department for its consideration, provided the requests are in writing and received by June 21, 2016. Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Communication Section for more details.

12. Acknowledgement of Solicitation Amendments

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this solicitation). Failure to do so may cause the proposal to be rejected. **It is the Offeror's responsibility to ensure that all information regarding the RFP, including all amendments, is included in the offer. Amendments may be posted at any time up to and including the due date.**

13. Proposal/Bid Preparation Cost

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFP is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

14. Additional Information

For further procedural information concerning this Request for Proposal contact the point of contact for contract administration (refer to in the Communication Section for contact details).

15. Contract Performance

The Offeror shall be responsible for the completion of all work set out in the Contract and task orders. All work is subject to inspection, evaluation, and acceptance by City of El Paso. City of El Paso may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract.

16. Notification to Unsuccessful Offerors

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

17. Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

18. Failure to Respond to Solicitations

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

19. Time

[RESERVED]

20. Debriefing Requests

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.3** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

Only an Offeror who has actually submitted a proposal may appeal an award decision.

21. Protest

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Director, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation

of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well. Only the information provided within the protest period will be considered for response.

PART 3 - SCOPE OF WORK

3.1 Scope of Work and Minimum Requirements

INTRODUCTION

A. EFFECTIVE DATE

Unless otherwise specified, the effective date of the coverage will be **September 1, 2016, 12:01 A.M.** Mountain Standard Time. These specifications are intended to define the minimum requirements, for proposal purposes which must be included in all proposals, for a four (4) year contract with a two (2) year option for a total of six (6) years.

B. UNDERWRITING DATA

The underwriting, exposure, and loss data included in these specifications have been assembled by the City. While every effort has been made to ensure the accuracy of this information, it cannot be guaranteed. It shall be the responsibility of the successful broker and/or insurer(s) to review this information and work with the City on an ongoing basis to ensure all relevant information/data is included in the City's insurance coverage.

C. AGENT/BROKER AND INSURER REQUIREMENTS

All agents/brokers and insurers involved must be authorized and/or licensed to operate in the State of Texas. Non-admitted or surplus lines insurers must be on the approved list of the Texas Insurance Department and any applicable taxes or fees must be fully disclosed. Insurers must have a rating in the current edition of A.M. Best's Key Rating Guide (Property/Casualty Edition) of at least "AXII" or better, or, if an intergovernmental pool, provide a copy of the most recent audited financial statements complete with auditor's notes.

Agents/Brokers must provide a Certificate of Insurance for Errors and Omissions Coverage. Such coverage shall at a minimum have limits of \$5,000,000 per occurrence.

D. SPECIMEN POLICY FORMS

Proposals with separate quotes for each major coverage must be submitted with appropriate specimen policy forms and endorsements attached. If specimen policy forms and endorsements are not provided, proposals may be subject to disqualification. All proposals will be reviewed by the City. Every effort will be made to compare proposals on an equitable basis; please be assured your efforts will be well received and thoroughly considered. Our evaluation of submittal will consider the limits, terms conditions and exclusions of the coverage provided, cost and services available from the broker, insurer(s) and pool(s). The City reserves the right to accept or reject all or any part of any proposal.

E. DEVIATIONS FROM SPECIFICATIONS MUST BE CLEARLY STATED IN YOUR PROPOSAL. ANY SIGNIFICANT LIMITATIONS OF COVERAGE, RESTRICTIVE CONDITIONS, ETC., SHOULD ALSO BE CLEARLY DESCRIBED.

These specifications are not intended to be restrictive with respect to any innovative techniques for rating or for providing coverage, if a distinct advantage can be demonstrated. Proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered. The City reserves the right to accept any proposal it determines is in the best interest of the City.

F. COVERAGE QUOTATIONS

If the proposed coverage is contingent upon the City providing additional information, inspections, completed applications, or is subject to any other conditions, such requirements must be stated clearly in the proposal. As noted previously, proposals for each major coverage must be submitted with appropriate specimen policy forms and endorsements attached.

G. LOSS AND CLAIM REPORTS

Each insurer (or its claims administrator) will be required to provide the City with detailed quarterly and annual loss runs that show the claimant's name, date of occurrence, description of incident, paid, reserved, and total incurred losses by line of coverage, by department, plus a summary of aggregate losses for previous years. This report must be furnished within 30 days of the end of each period.

H. LOSS CONTROL SERVICES

Please provide a description of the specific loss control services available to the City from you/or the insurer(s), and indicate if any additional fees will be charged for such services.

I. CLAIMS ADJUSTING SERVICES

Provide a description of claims adjusting services. If independent firms are to be used, the name and address of the firms are to be identified. The Agent/Broker or Insurer must have a local claims adjusting or must be able to respond to claims within a 24-hour period and depending on the circumstances of the claim.

J. NON-COMPLIANCE WITH SIGNED SUBMITTAL

It is understood and agreed, in the event an insurance policy does not meet the terms and conditions agreed to in a signed proposal accepted by the City, then the City shall at its sole option have the right to:

1. Cancel the policy on a pro-rata basis (not short rate); or
2. Require the insurer or Agent/Broker to provide the coverage as stated in the proposal at the premium stated.

K. BILLING

Agent/Broker or Insurer must identify premium/billing by City department in which the claim originated or as so indicated by the City.

The City requires insurer handle any claim from the time of assertion, apply all associated costs to the deductible and bill the City for these costs up to the deductible amount.

L. **INDIVISIBLE COVERAGE**

The proposal must specify those coverages that can only be written contingent upon receiving the proposal for other coverages. If no such indication is made, the City reserves the right to award only the coverages in the best interest of the City.

M. **CHOICE OF COUNSEL**

Insured will be informed of the proposed selection of defense counsel. The City reserves the right to review the selection and notify insurer of any pertinent information regarding the proposed assignment of counsel to include but not limited to potential conflicts of interest. City reserves the right to object to selected counsel in the event of a potential conflict or when, in the opinion of the City Attorney, the selection of counsel is not in the best interest of the City.

Objection by the City Attorney will require the selection of alternative Counsel. The law firm(s) and individual attorneys who may handle the defense of any claims that might be brought against insured shall be identified on the approved counsel list and before the assignment of any cases.

On occasion, because of time constraints, the City may need to obtain counsel on an expedited basis. The City will select Counsel from the Insurer's approved list or with agreement of the Insurer. Regardless of whether an initial coverage question exists, upon acceptance of the claim by the Insurer, Insurer agrees to allow previously selected counsel to continue providing representation and will credit all previously incurred or paid expenses toward the deductible.

Offerors must have a minimum of five (5) attorneys as approved counsel. An updated listing of insurer approved counsel will be provided to insured annually or upon request. The City may present individuals or law firms for consideration for inclusion on the list of approved counsel by the Insurer.

PRICING

The City of El Paso is seeking a total solution. Proposals should include the total inclusive cost of the proposal with their initial submission of this RFP. Additionally, Offerors should submit any line item costs detailing relevant fees or charges, explanations, diagrams, samples, charts, notes, etc. as necessary to show how the final, total cost was calculated. Clearly note any assumptions used to calculate costs that are made about the needs, functions and/or requirements of the City outside of those contained in this bid or provided to bidders subsequent to the issuance of this solicitation.

SCOPE OF WORK

This specification is intended to define the minimum requirements for Public Officials and Employment Practices Liability Insurance.

A. REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

	Liability Limits – Option 1	Liability Limits – Option 2
Each Wrongful Act	\$2,000,000	\$5,000,000
Aggregate	\$5,000,000	\$10,000,000

Deductible	Amount	Amount	Amount
For Each Wrongful Act including Employment Practices Violation including Law Enforcement Employment Practices Violation and Fire Fighting Authority Employment Practices Violation	\$25,000	\$50,000	\$100,000

- The deductible minimum amount will begin at \$25,000.
- The deductible amount should be quoted on “for each wrongful act” basis and on an “aggregate” basis.
- Aggregate deductible amounts will also be considered by the City.
- time of assertion, apply all associated costs to the deductible and bill the City for these costs up to the deductible amount.
- Offerors may quote on claims made and/or prior acts coverage basis. Offeror will denote which is being quoted.

Offerors will quote at a minimum all liability limits listed and at least two deductibles. The selection of the deductible will be at the discretion of the City.

B. NAMED INSURED

The Policy shall provide to the City of El Paso coverage for Officials/Directors Errors & Omissions Liability and Employment Practices Liability. Policy must provide coverage for the following named insureds:

1. City of El Paso.
2. Individuals who now are, will be or were elected or appointed officials, during the term of this coverage.
3. City Council Members. A listing of City Council Members can be found on the City’s website at <https://www.elpasotexas.gov/municipal-clerk/directory>.
4. All Board, Commission or Committee Members to include El Paso City Employees, Pension Board of Trustees and El Paso Firemen’s and Police Pension Fund Board of Trustees. A listing of existing Boards and Commissions can be found on the City’s website at

www.elpasotexas.gov/muni_clerk/list1.asp. Policy should include any City Boards and Commissions regardless whether they are listed on the City's website to include newly created boards and commissions. Detailed information on the El Paso City Employees' Pension Fund can be found on their website, www.eppension.org. Detailed information on the El Paso Firemen & Policemen's Pension Fund can be found on their website, www.elpasofireandpolice.org.

5. El Paso Water Utility/Public Service Board (PSB) member while acting on behalf of the PSB.
6. Metropolitan Transportation Board (MPO), Camino Real Regional Mobility Authority, Sun Metro Board, City Ethics Board, Financial Oversight Committee, plus any other entities related or created by the City to include, but not limited to boards, commissions, committees created during the term of this contract.
7. The Public Health Department of the City of El Paso, but solely for Wrongful Acts of the Public Entity.
8. City employees (including past and future employees, as well as part-time employees, volunteers, and employees from other public entities providing services on a mutual aid basis).
9. Heirs, estates, executors, administrators, representatives of all the above.
10. Professionals acting on behalf of the City of El Paso or PSB.

A listing of Boards, Commissions, Committees and other units operating under the jurisdiction of the City of El Paso can be found on the City's website at www.elpasotexas.gov/muni_clerk/list1.asp. Assume that none of these units carry their own Public Officials Liability Insurance. The City desires coverage for these as well as any created during the term of this contract. IF CERTAIN BOARDS, COMMISSIONS OR OTHER UNITS ARE TO BE EXCLUDED, THE PROPOSALS MUST CLEARLY INDICATE WHICH BOARDS ARE TO BE EXCLUDED. If coverage can be provided to INCLUDE any excluded Board, Commission, Committee, or other units by endorsement to the policy, clearly indicate separately what the premium charge if any would apply for such endorsement.

At the present time, the City of El Paso has contracted with First Transit, Inc. to run the City's mass transit system. This contract requires the City of El Paso to provide coverage that would fall under this request for proposal including management and employees and claims related to their operations.

C. COVERAGE FORM AND TRIGGER

Occurrence Form or Claims-Made basis: The City prefers policy be written on "per occurrence" basis. City will consider quotes on "claims-made" basis with definition of "claim" and "claims-made". Indicate if occurrence-based or claims-made coverage will be provided.

Definition of "Occurrence": If coverage will be written on an "occurrence" form, define the term "occurrence" in your proposed policy form. Does it mean "happening or event" rather than an "accident".

Prior Acts Coverage: In the past the City has purchased coverage on a claims-made basis.

Please include coverage for prior acts in your proposal.

Definition of “Claims-made”: If coverage will be written on a “claims-made” basis, define the term “claims-made” in your proposed policy form.

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions.

Retroactive Date: If a retroactive date must apply, the policy’s retroactive date should be September 1, 2009, the retroactive date of the City’s first claims-made public officials and employment practices liability policy. The retroactive date will be agreed upon between the City and the successful Offeror.

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a three (3) year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Time to Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal under proposed policy.

D. **MINIMUM COVERAGE**

While every effort has been made to ensure the broadest and most comprehensive list of required minimum coverage has been listed, it cannot be guaranteed. It shall be the responsibility of the successful broker and/or insurer(s) to review this information and work with the City on an ongoing basis to ensure all relevant coverage is included in the City’s insurance. It is the responsibility of the successful broker and/or insurer(s) to clearly state in the proposal exclusions to any of the following:

1. Proposals must clearly identify if coverage or an endorsement covering sexual harassment, discrimination, personal injury, and employment practices is included.
2. Coverage shall be on a "pay on behalf of" basis.
3. Include defense coverage for injunctive relief (nonmonetary damage) claims.
4. Faulty preparation of bid specifications exclusion shall be deleted if included in form.
5. Failure to Maintain Insurance exclusion shall be deleted if included in form.
6. Coverage for Insured versus Insured claims (suits by one insured against another) shall be included.
7. Coverage for “supplementary payments” in addition to the limits shall be provided for premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.
8. Punitive damages shall not be excluded.
9. Proposals shall include coverage for back pay or back wages, and any fringe benefits.

10. Proposals must include coverage for actual or alleged antitrust violations.
11. Proposals must include coverage for the following "wrongful acts":
 - a. On-going allegations of wrongful acts.
 - b. Actual or alleged negligence, misstatements, acts, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured member.
 - c. Violations of civil rights.
 - d. Claims against professionals acting on behalf of the City of El Paso.
 - e. Claims based on employment practices (discrimination, wrongful discharge, retaliation, failure to follow legal procedures, failure to supervise, harassment, pension, health benefits and/or fringe benefits, or any other employee benefit disputes).
 - f. Liability arising out of employment related allegations, such as:
 - Constructive discharge,
 - Invasion of Privacy,
 - Breach of employment,
 - Employment related emotional distress,
 - Employment related misrepresentation.
 - g. Intentional acts related to but not limited to slander, defamation, and libel.
 - h. Improper zoning/permits, improper annexation/detachments.
 - i. Improper awarding of contracts.
 - j. Redevelopment/housing authorities
 - k. Elections/improperly held, contested
 - l. Environmental Impact/governmental regulations
 - m. Finance/levying bonds, tax rates, budgets
 - n. Defense in questionable or excluded cases.
 - o. Inverse condemnation.
 - p. Tortious interference with contractual relations
 - q. Identity theft
 - r. Defamation, libel, or slander

- s. Any type of allegations of retaliation claims included but not limited to workers' compensation, EEOC, etc. or any other types of allegations related to retaliatory conduct.

12. Proposals must include coverage for any liability arising out of:

- a. Americans with Disabilities Act of 1990 (ADA),
- b. Civil Rights Act of 1991,
- c. Title VII of Civil Rights of 1964,
- d. Rehabilitation Act of 1973,
- e. Family and Medical Leave Act (FMLA) of 1993,
- f. Older Workers Benefit Protection Act of 1990,
- g. Equal Pay Act,
- h. Pregnancy Discrimination Act of 1978,
- i. Fair Labor Standards Act,
- j. Age Discrimination in Employment Act of 1967 (ADEA),
- k. Health Insurance Portability and Accountability Act (HIPAA).
- l. Texas Whistleblower Act, Texas Govt. Code §554.001, et. Seq.
- m. Affordable Care Act (ACA),
- n. Genetic Information Nondiscrimination Act of 2008 (GINA).

13. Additional Perils:

- a. Breach of employment contract (oral or written)
- b. Constructive discharge
- c. Employment-related misrepresentation
- d. Wrongful failure to employ or promote
- e. Wrongful discipline
- f. Wrongful deprivation of a career opportunity
- g. Failure to grant tenure
- h. Negligent evaluation

- i. Invasion of privacy
 - j. Employment-related defamation
 - k. Employment-related emotional distress
 - l. Retaliation
 - m. Texas Whistleblower Act, Texas Govt. Code §554.001, et. Seq.
14. Definition of “Discrimination”: Include a definition of “discrimination” that covers discrimination on the basis of race, color, religion, age, disability, pregnancy, sexual orientation or preference, marital status, national origin, creed, handicap, gender, Acquired Immune Deficiency Syndrome (AIDS), and any other medical conditions that cannot be discriminated against according to the Americans with Disabilities Act.
 15. Definition of “Deductible” and how it is applied. Include how deductibles apply on multiple claims from a same claimant, and claims from related incidents or allegations.
 16. Include coverage for wrongful acts committed and claims made or suits brought, anywhere in the world to include any administrative proceeding under federal and/or state laws, rules, regulations, policies and procedures.
 17. Downsizing Exclusion: If policy form contains a downsizing exclusion, it should not apply unless more than 20 percent of the employees at any one location are terminated within a period of 60 days or less.
 18. EEOC Conciliation Process: The City handles most EEOC charges and responses in-house and will continue to do so. Offeror should be prepared to handle EEOC procedures upon request by the City including EEOC procedures by informal methods, including but not limited to, mediation conference, conciliation, and any other process that the EEOC chooses to engage in. Coverage will be included for these processes. Representation, related expenses, including defense costs and settlement amounts, will be included in the coverage and the deductible will apply.
 19. Any other judicial or administrative proceedings under federal and/or state laws, regulations, rules and/or procedures.

E. GENERAL COVERAGE PROVISIONS

1. UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENTS

Each policy must include the following:

"It is understood and agreed that the failure of the Named Insured to disclose all information (i.e., Names of Board, Committee or Commission Members or other relevant information for coverage, effective as of the date of the policy shall not prejudice any insured with respect to the insurance afforded by this policy, provided such failure is not intentional."

2. NOTICE OF LOSS

All insurance contracts must be endorsed to read:

It is understood and agreed that knowledge by an agent or employee of the Named Insured, of an incident, action or event that may give rise to a claim, shall not in itself constitute knowledge by the Insured unless the Mayor, City Attorney, or other specifically designated individual of the City shall have received such notice.

3. **RATING PLANS**

Proposals are requested for guaranteed cost coverage. The rating basis and the associated premium for each line of coverage must be clearly stated. Any reports, periodic statements of audits, etc., that will be required of the City must be clearly stated; otherwise, proposals will be regarded as final, flat premiums. Please specify any premium credits given for various deductibles, and any package discounts that might be available.

4. **DEFENSE COSTS**

Defense Coverage Expenses including defense costs and other claim expenses should not be included within the limits of liability, but should be provided in addition to (outside of limits) rather than as part of the coverage limits. Indicate if proposed policy will pay for defense costs if no coverage is afforded.

5. **NOTICE OF CANCELLATION**

All policies must be endorsed to require at least a **60-day written notice** by the insurer of cancellation, non-renewal, or material policy change unless the reason for such cancellation is non-payment of premium.

6. **DEFENSE COVERAGE**

Defense coverage shall be provided on a “first dollar” (no deductible) basis.

7. **ATTORNEY’S FEES**

Attorney’s fees shall be included and apply toward the deductible.

8. **ATTORNEY FEE REIMBURSEMENT**

Insurer shall pay attorney’s fees then bill City for reimbursement.

9. **LEGAL IMMUNITY**

The insurer shall not waive governmental immunity as a defense, without prior approval of the City.

10. **CHOICE OF COUNSEL:** Insured will be informed of the proposed selection of defense counsel. The City reserves the right to review the selection and notify insurer of any pertinent information regarding the proposed assignment of counsel to include but not limited to potential conflicts of interest. City reserves the right to object to selected counsel in the event of a potential conflict or when, in the opinion of the City Attorney, the selection of counsel is not in the best interest of the City.

Objection by the City Attorney will require the selection of alternative Counsel. The law firm(s) and individual attorneys who may handle the defense of any claims that might be brought against insured shall be identified on the approved counsel list and before the assignment of any cases.

On occasion, because of time constraints, the City may need to obtain counsel on an expedited basis. The City will select Counsel from the Insurer's approved list or with agreement of the Insurer. Regardless of whether an initial coverage question exists, upon acceptance of the claim by the Insurer, Insurer agrees to allow previously selected counsel to continue providing representation and will credit all previously incurred or paid expenses toward the deductible.

Offerors must have a minimum of five (5) attorneys as approved counsel. An updated listing of insurer approved counsel will be provided to insured annually or upon request. The City may present individuals or law firms for consideration for inclusion on the list of approved counsel by the Insurer.

Offerors

11. **EEOC CONCILIATION PROCESS:** The City handles most EEOC charges and responses in-house and will continue to do so. Offeror should be prepared to handle EEOC procedures upon request by the City including EEOC procedures by informal methods, including but not limited to, mediation conference, conciliation, and any other process that the EEOC chooses to engage in. Coverage will be included for these processes. Representation, related expenses, including defense costs and settlement amounts, will be included in the coverage and the deductible will apply.
12. **CONSENT TO SETTLE:** Include a "consent to settlement" provision specifying that claims may be settled by the insurer only with the consent of the Insured.
13. **REFERENCES:** All proposals must include the contact names, phone numbers and email addresses of at least three (3) municipalities who are currently doing business with the proposed insurer and three (3) former municipal clients that the City will contact for reference checks.
14. **Medicare, Medicaid, State Children's' Health Insurance Program Extension Act of 2007(MMSEA 2007)** - All Offerors submitting proposals must be in compliance with MMSEA 2007 Mandatory Reporting requirements. The City requires confirmation in the proposals submitted that Offeror meets all reporting requirements on behalf of the City of El Paso and will submit all required reports.

II. General Specifications

A. **Administrative Requirements:**

Any and all request for information, policies, endorsements, or any other documents shall be furnished to:

City of El Paso
Human Resources Department, Risk Management
300 N. Campbell, 1st Floor
El Paso, TX 79901-1153
Attn: Monica Casarez
Human Resources Manager
Fax: (888) 504-7142
Email: casarezm@[elpasotexas.gov](mailto:casarezm@elpasotexas.gov)

B. Estimated Population as of January 1, 2014 - 679,024

Demographic information can be found on the City's website at <http://www.elpasotexas.gov/economic-development/business-services/data-and-statistics/population>.

C. Public City (City of El Paso) was created in 1873 and derives its authority to operate as a City under the laws of the State of Texas.

D. Names and Official Titles of elected City Council members can be found on the City's website at <https://www.elpasotexas.gov/municipal-clerk/directory>.

All representatives are elected from single member districts.

E. Board, Commission and Committee members are appointed by the Mayor and City Council or in some cases jointly by the City and County.

F. Names and Official Titles of El Paso Water Utilities (EPWU)/Public Service Board members can be found on the EPWU website at <http://www.epwu.org/about/overview.html>.

G. Public Officials and Employment Practices Liability Insurance presently written with American International Group. A copy of the claims experience is included in Exhibit A. Premiums for the past five years are included in Exhibit B.

H. Comprehensive Annual Reports for the City of El Paso and El Paso Water Utilities/Public Service Board can be found on the City's website at <http://www.elpasotexas.gov/police-department/about-us/annual-report> and on the EPWU website at http://www.epwu.org/public_information/financial_reports.html.

I. Total amount of outstanding general obligation debt for both governmental and enterprise funds for bonds, notes payable, and capital leases as of August 31, 2015 is \$1.2 billion for the City of El Paso. This does not include other long term obligations. The City has an "AA" rating from Standard & Poor's, and its rating from Moody's Investors Service is "AA3" on general obligation debt issue. The City of El Paso has never been in default on principal or interest on any bond issue.

J. The City of El Paso does not carry general liability coverage or excess liability insurance coverage but self-insures and funds for these exposures.

- K. No similar insurance, on behalf of the City of El Paso has been declined, canceled, or renewal refused.
- L. The City of El Paso Employee Handbook can be accessed on the City's website at <http://www.elpasotexas.gov/human-resources>.

III. Miscellaneous

- A. Exhibit B lists the historical coverage information for the City of El Paso: See Exhibit B.
- B. The insuring limits and deductible applicable to the same period of time are:

Limits: \$2,000,000 Each Wrongful Act
 \$5,000,000 Aggregate
 Deductibles: \$100,000 Each Wrongful Act;
 \$100,000 Each Employment Practices Violation;

Fire Fighting Authority Employment Practices Violations:

\$100,000	Each Wrongful Act other than Employment Practices Violation occurring on or after September 1, 2006 and before September 1, 2007
\$ 100,000	Each Wrongful Act other than an Employment Practices Violation occurring on or after September 1, 2007
\$100,000	Each Employment Practice Violation other than a Law Enforcement Employment Practices Violation or Fire Fighting Authority Employment Practices Violation, occurring on or after September 1, 2006 and before September 1, 2007.
\$100,000	Each Employment Practice Violation other than a Law Enforcement Employment Practices Violation or Fire Fighting Authority Employment Practices Violation, occurring on or after September 1, 2007.
\$250,000	Each Law Enforcement Employment Practices Violation or Fire Fighting Authority Employment Practices Violation occurring on or after September 1, 2006 and before September 1, 2006
\$100,000	Each Law Enforcement Employment Practices Violation or Fire Fighting Authority Employment Practices Violation occurring on or after September 1, 2007

- C. The City of El Paso will not complete any professional liability application for any Offeror, agent, broker, company, etc. Questions concerning this RFP should be directed to Analyst at the Purchasing & Strategic Sourcing Department, City of El Paso during the RFP process.

Exhibit A	Claims Experience
Exhibit B	Historical Coverage Information

Part 4 – FORMAT

4.1 Proposal Format and Structure

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – PROPOSAL EVALUATION.
4. Major sections must have page breaks between them and the following sections.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

In addition, the City requires that all proposals contain the following:

6. Title Page – Clearly label with the RFP number, RFP title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFP.
9. Offeror's Proposal – Include all pages from this Request for Proposals in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.
11. Client list – for historical purposes, please provide the name and addresses of organizations that have used your company for similar products/services within the last five years.
12. Response must demonstrate your comprehension of the objectives and services from the RFP. Do not merely duplicate the Scope of Work as presented within this RFP.
13. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFP.
14. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)

15. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel assigned to the project. Level of staff for work to be performed under this Contract. Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFP. A response prepared specifically for this RFP is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFP.
16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project.

References that are not relevant to RFP should not be included. Therefore, the References provided should be directly related to the requirements in the Scope of Work. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.

The Offeror shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity to Part 1 – Public Officials and Employment Practices Liability Insurance.

17. Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

4.2 Copies Required

Paper – One (1) complete, original copy (signed in blue ink where required) and **Five (5) copies**, both contained in a single sealed submission. All responses shall contain those pages on which prices, other information, or signatures are required.

Electronic – One (1) electronic copy on a CD-ROM or flash drive. Format of the electronic copy must be either .doc (readable by Microsoft Word 2007 or 2010) or .pdf (readable by Adobe Reader 9). The content of the electronic file shall be an exact submission of the hard copies of the proposals (i.e., documents should bear signatures, where applicable and be filled out entirely). In event of discrepancy/conflict between the hard copy and electronic copy, the hard copy will govern.

4.3 Proposal Term

The initial term of this contract shall be for a five (5) year contract with two (2) additional two-year options from the City of El Paso RFP 2016-1011R effective date of the Contract. The City Manager or designee may extend the option to extend in compliance with the terms awarded in the contract.

4.4 Proposal Cost

Offerors should include the total cost of the Public Officials and Employment Practices Liability Insurance. Assumptions made by the Offerors about the needs, functions and/or requirements of the City, outside of those contained in this solicitation or provided to Offerors subsequent to the issuance of this solicitation, and used to calculate costs should be clearly noted in the response.

2016-1011R Public Officials and Employment Practices Liability Insurance

Proposal Cost

Total Cost for providing the City of El Paso, HUMAN RESOURCES-RISK MANAGEMENT with PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE in accordance with the Scope of Work detailed in Part 3:

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

	Liability Limits – Option 1	Liability Limits – Option 2
Each Wrongful Act	\$2,000,000	\$5,000,000
Aggregate	\$5,000,000	\$10,000,000

Deductibles:	Amount	Amount	Amount
For Each Wrongful Act including Employment Practices Violation including Law Enforcement Employment Practices Violation and Fire Fighting Authority Employment Practices Violation	\$25,000	\$50,000	\$100,000

- The deductible minimum amount will begin at \$25,000.
- The deductible amount should be quoted on “for each wrongful act” basis and on an “aggregate” basis.
- Aggregate deductible amounts will also be considered by the City.
- time of assertion, apply all associated costs to the deductible and bill the City for these costs up to the deductible amount.
- Offerors may quote on claims made and/or prior acts coverage basis. Offeror will denote which is being quoted.

Offerors will quote at a minimum all liability limits listed and at least two deductibles. The selection of the deductible and limits will be at the discretion of the City.

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Fee Proposal:

Fee Proposal: Initial Contract Term (Years 1-5)	Liability Limits Option 1 Each Wrongful Act: \$2,000,000 Aggregate: \$5,000,000			Liability Limits Option 2 Each Wrongful Act: \$5,000,000 Aggregate: \$10,000,000		
	\$25,000 Deductible	\$50,000 Deductible	\$100,000 Deductible	\$25,000 Deductible	\$50,000 Deductible	\$100,000 Deductible
Year 1: Annual Premium Proposed						
Year 2: Annual Premium Proposed						
Year 3: Annual Premium Proposed						
Year 4: Annual Premium Proposed						
Year 5: Annual Premium Proposed						
Total Initial Contract Premiums:						

Fee Proposal: First two-year extension (Years 6-7)	Liability Limits Option 1 Each Wrongful Act: \$2,000,000 Aggregate: \$5,000,000			Liability Limits Option 2 Each Wrongful Act: \$5,000,000 Aggregate: \$10,000,000		
	\$25,000 Deductible	\$50,000 Deductible	\$100,000 Deductible	\$25,000 Deductible	\$50,000 Deductible	\$100,000 Deductible
Year 6: Annual Premium Proposed						
Year 7: Annual Premium Proposed						
Total First Extension Premiums:						

Fee Proposal: Second two-year extension (Years 8-9)	Liability Limits Option 1 Each Wrongful Act: \$2,000,000 Aggregate: \$5,000,000			Liability Limits Option 2 Each Wrongful Act: \$5,000,000 Aggregate: \$10,000,000		
	\$25,000 Deductible	\$50,000 Deductible	\$100,000 Deductible	\$25,000 Deductible	\$50,000 Deductible	\$100,000 Deductible
Year 8: Annual Premium Proposed						
Year 9: Annual Premium Proposed						
Total Second Extension Premiums:						

PAYMENT TERMS & CONDITIONS

NOTE: All Offerors must accept an ACH payment effective immediately. Offerors must fill-out the attached Accounts Payable Direct Deposit Sign-Up Form located in Part 6 of this document to facilitate the Automated Clearing House (ACH) payment process.

Contract Payments

All contract payments shall be made in accordance with the Contract’s invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this RFP, unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to:

Accounts Payable
City of El Paso
Office of the Comptroller
300 N. Campbell, 1st Floor
El Paso, TX 79901

Prompt Payment:

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department. Invoices are to be submitted in single copy to the appropriate Department.

Payment Terms: Please mark appropriate block.

- _____ % - 10 Days
- _____ % - 20 Days
- _____ % - 30 Days
- Net - 30 Days

Late Payment fees will incur at the State of Texas statutory rate.

FEDERAL MINIMUM WAGE

The current Federal minimum wage shall be required by the City of El Paso for any contracts requiring an hourly wage rate as part of the bid. In such cases, the awarded Offeror’s employees shall be paid, at a minimum, the federally mandated minimum wage and the Offeror shall be required to submit certified payrolls, when requested, to verify the wage rate requirement.

If the federally mandated minimum wage is increased during the term of this contract, Contractor may submit a written request for a price adjustment. The City will consider an adjustment only to the extent shown by the

Contractor to be necessary to meet increased federal requirements for minimum wage employees included in the bid.

PART 5 - PROPOSAL EVALUATION

5.1 Evaluation Factors

The proposal evaluation process is designed to award the contract, not necessarily to the Offeror of least cost, but rather to the Offeror with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFP.

Offerors must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Offeror’s information to the Evaluation Factors which will demonstrate the Offeror’s understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS	MAXIMUM POINTS
A. Coverage Type	25 Points
B. Proposal Cost	25 Points
C. Experience & Qualifications	25 Points
D. Quality of Response & Presentation	20 Points
E. Response of References	5 Points
TOTAL	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso (“The City”). The City reserves the right to determine the suitability of proposals on the basis of all these factors.

5.2 Evaluation Factor Description

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTOR A

Coverage Type25 Points

Limits, terms, conditions and exclusions of the coverage provided, cost and services available from the broker, insurer(s) and Pool(s).

EVALUATION FACTOR B

Proposal Cost (Bid Form – Section A)25 Points

Provide detailed information on cost submitted and performance guarantees offered

EVALUATION FACTOR C

Experience and Qualifications.....25 Points

Provide a full description of the experience you have in providing the requested service. Provide a resume detailing your past history and background. Identify projects of similar size and scope. Offeror should have experience in the following areas:

Offerors evaluated on experience and qualifications

A. Qualifications in performing specific job requirements stated12.5 Points

B. Experience in writing Public Officials & Employment Liability Insurance for similar sized political Subdivision as well as private sector providers12.5 Points

EVALUATION FACTOR D

Quality of Response and Presentation 20 Points

Offerors evaluated on responsiveness to proposal request

A. Readability, completeness, understanding of project scope 10 Points

B. Adherence to response format requirements 10 Points

EVALUATION FACTOR E

Response of References..... 5 Points

The Offeror is responsible for ensuring the accuracy of the contact information for the references provided. The City shall not contact the bidder for replacement references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

In addition to the above, the Offeror is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided below. If the reference does not respond after two attempts via telephone the Offeror shall receive zero points for said reference.

The Offeror shall provide three (3) references of projects comparable in size and complexity to the requirements delineated within this solicitation. The Offeror shall exclude City of El Paso's departments and/or employees from the reference list. If the Offeror do not have references for three comparable projects with local governmental entities the Offeror shall list comparable contracts with Federal, State, or private sector or commercial contracts, in that order.

Response and quality of references to offeror's ability to:

A. Complete projects on-time, within budget 2.5 Points

B. Communicates and interacts with all staff levels and produces high-quality results 2.5 Points

- or -

Note: Score for each reference will be determined by dividing the total score by 3 references (i.e. 5 total points ÷ 3 =1.67 points per reference).

List references (please include name and telephone number)

CLIENT'S NAME	CONTACT NAME & TELEPHONE NUMBER	EMAIL ADDRESS

The Offeror provide three (3) comparable contracts completed or in progress with the City and/or any other Government entities or private sector firms for the past five years. The Offeror is responsible for ensuring the accuracy of the contact information for the references provided. The City shall not contact the Offeror for replacement references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

Note: Score for each reference will be determined by dividing the total score by 3 references (i.e. 5 total points ÷ 3 = 1.67 points per reference).

CLIENT'S NAME	CONTRACT NUMBER & TITLE	POINT OF CONTACT NAME & PHONE #	EMAIL ADDRESS

MAXIMUM TOTAL POSSIBLE POINTS.....100 Points

5.3 Evaluation and Award Process-General Information

- A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
- B. Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included below.
- C. Prompt payment discounts will be considered when determining the apparent lowest Offeror, providing the City is allowed at least ten (10) days in which to take advantage of the discount.

5.3.1 Evaluation and Award Process

As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.

- A. The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth below. Factors not specified in the RFP will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.
- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFP will result in disqualification of the proposal.
- C. Cost will not be the only consideration in the selection of short listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this RFP. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to the City.
- D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- E. After evaluations, the Evaluation Committee will determine a short list also known as competitive range. The short list/competitive range include the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. The City may request Best and Final Offers (BAFO) and negotiate with the Offeror(s) who fall within the short list/competitive range. If required, only those Offerors within the short list/competitive range may be selected for an oral presentation and/or interview.
- F. The presentation/interview process will be arranged by the Evaluation Committee for purposes of discussion and/or clarification. Points may be deducted or added to the Offeror's preliminary score as deemed necessary by the Evaluation Committee.
- G. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Offerors in the competitive range. Once negotiations are complete, the City shall establish a common date and time for the submission of Best and Final Offers. If a Offeror does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Offeror's immediate previous offer shall be construed as its best and final offer.
- H. The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Offeror whose qualifications, price and other factors considered, are the most advantageous to the City.
- I. The City reserves the right to award this contract to one Offeror, to make multiple awards and to award without discussions. The city may reject any or all offers if such action is in the City's interest, award

contract other than to the lowest Offeror, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

- J. Proposals that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- K. The successful Offeror's proposal will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

PART 6 - MANDATORY SUBMITTALS

- 6.1 Business Information Certification
- 6.2 Non-Collusion and Business Disclosure Affidavit
- 6.3 Indebtedness Affidavit
- 6.4 Direct Deposit Sign-up Form

Responsibility Determination

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Offeror's proposal.

A. Financial Capacity Determination

FINANCIAL INFORMATION

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) The most recent Forms 100 since the last Form 10K was submitted.
- (3) Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility.

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require Offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The Offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the Offeror's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Offeror's proposal. Such research may include, but not necessarily be limited to, discussions with outside Offerors, interviews and site visits with the Offeror's existing clients and analysis of industry reports. The City will make a finding of the Offeror's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

A Offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Offeror is capable of undertaking and completing the RFP scope of work in a satisfactory manner.



6.1 BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Asian - Pacific American |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Black American |
| <input type="checkbox"/> Franchised Distributor | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> Handicapped |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Local Business Enterprise |
| | <input type="checkbox"/> HUB State Certified Historically Underutilized Business
(please furnish copy of Certification) |

SMALL BUSINESS CONCERN: Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS: A business with a Tier 1 or Tier 2 principal place of business within in incorporated city limits of El Paso, Texas.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

Signature of Person Authorized to Sign Application

Title

Date



City Of El Paso

Purchasing & Strategic Sourcing Department

6.2 NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to 2016-1011R PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE

_____ (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**

4. I have listed in Paragraph 10 below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.

5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).

6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.

7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in Paragraph 10 below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in Paragraph 10 below the reason for or circumstances surrounding the termination.

9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

(Attach additional pages if needed)

Attached are the following:

- Certificate of Organization (required by Paragraph 5)
- Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Notary Public

Printed Name

Commission Expires

(Rev. Sept. 2009)



**City Of El Paso
Purchasing & Strategic Sourcing Department**

6.3 INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter “*Affiant*”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: _____
[Contracting Entity’s Corporate or Legal Name] (hereafter, “*Contracting Entity*”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 201X-XXXR PRODUCT NAME – DEPARTMENT NAME*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):

For Non-Profit Entity or Other (select below):

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "**City**"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Offeror, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Signature

Notary Public

Printed Name

Commission Expires

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; background-color: #f2f2f2;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																			
Social security number																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; background-color: #f2f2f2;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td> </tr> </table>	Employer identification number																			
Employer identification number																					

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here Signature of U.S. person ▶ _____	Date ▶ _____

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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 in this section is being disclosed.

_____ Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ Signature of vendor doing business with the governmental entity

_____ Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



City of El Paso
ACCOUNTS PAYABLE
DIRECT DEPOSIT SIGN-UP FORM

This form is used to collect important information to enroll, update or change your Direct Deposit request. Please complete and return to the Purchasing & Strategic Sourcing Department; see contact information provided below. For assistance, please call 915-212-1185.

Part I - Offeror / Employee Information

Name of Payee (Print)
Federal Taxpayer ID Number or Employee KRONOS ID#
Address:
City, State, and Zip Code
Telephone
E-mail (Print)

Part II - Direct Deposit Information

Action Requested: [] Start Direct Deposit [] Stop Direct Deposit [] Change Direct Deposit
Name of Financial Institution:
Routing Number (must be nine digits):
Bank Account Number:
Account Type: [] Checking [] Savings

For convenience, you may attach a voided check.
Do not use a deposit slip as some banking institutions do not display the correct routing number on deposit slips.

[Empty box for voided check attachment]

Part III - Terms and Conditions

I hereby authorize and request the City of El Paso to initiate credit entries and if necessary, a debit entry in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error, to my account at the financial institution named. The electronic payment is to remain in effect until withdrawn by written notification to the City of El Paso. Funds that are sent to a closed bank account are returned by the banking institutions within five (5) business days. Re-issued payments will be made when funds are returned to City of El Paso.

Signature

Date

Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st floor - EL PASO TX 79901
Fax 915-212-0044





ATTACHMENT A - CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a Request for Proposal under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for SIXTY (60) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Email or US Postal Service.

2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

- A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another Offeror in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all

purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the Offeror and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another Offeror in substitution for those due from the Contractor at a cost determined by reasonable informal procurement

procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

- \$1,000,000.00 – Per Occurrence
- \$1,000,000.00 – General Aggregate
- \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st Floor
El Paso, Texas 79901-1153
Attn: Haydee Peña, Purchasing Agent

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Monica Casarez
Human Resources
Telephone: (915) 212-1280
Email: CasarezM@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of

Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st Floor
El Paso, TX 79901-1153
Attn: Haydee Peña, Purchasing Agent

Please refer to Bid Number/Contract Number and Title in all correspondence.

23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase

order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

Financial Lines Claims

EXHIBIT A: CLAIMS EXPERIENCE

Policy : 0006733119-006-000 CITY OF EL PASO 09/01/2006 - 09/01/2007

Report Date / Time: 03/17/2016 08:04 EST

Valuation Date: 03/15/2016

Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
295-045385-001 / 8/2/2007	TX 8/9/2007	005/618 Closed 12/8/2009		0.00	0.00
295-045372-001 / 7/16/2007	TX 8/7/2007	005/618 Closed 2/2/2009		0.00	0.00
295-044759-001 / 5/10/2007	TX 5/23/2007	005/295 Closed 8/12/2008		0.00	0.00
295-044628-001 / 4/27/2007	TX 5/3/2007	005/295 Closed 4/29/2009		43,902.78	43,902.78
295-044409-001 / 4/2/2007	TX 4/4/2007	005/618 Closed 2/24/2011		0.00	0.00
295-044124-001 / 2/19/2007	TX 2/26/2007	005/618 Closed 2/2/2011		700.81	700.81
295-043981-001 / 1/30/2007	TX 2/2/2007	005/295 Closed 7/22/2008		0.00	0.00
295-043900-001 / 1/18/2007	TX 1/24/2007	005/618 Closed 5/10/2010		0.00	0.00
295-043861-001 / 1/10/2007	TX 1/16/2007	005/618 Closed 12/1/2008		0.00	0.00
295-043597-001 / 11/15/2006	TX 12/11/2006	005/295 Closed 1/12/2010		84,230.45	84,230.45
295-044119-001 / 11/15/2006	TX 2/23/2007	005/956 Closed 1/9/2008		0.00	0.00
295-043437-001 / 11/3/2006	TX 11/16/2006	005/295 Closed 6/22/2007		0.00	0.00
295-043436-001 / 10/6/2006	TX 11/16/2006	005/295 Closed 2/29/2012	41,968.62	0.00	0.00

Financial Lines Claims

Policy : 0006733119-006-000 CITY OF EL PASO 09/01/2006 - 09/01/2007

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
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Pol-Asco-Mod: 0006733119-006-000	Claim Count=	13	\$41,968.62	\$128,834.04	\$170,802.66
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Financial Lines Claims

Policy : 0001932751-006-000 CITY OF EL PASO 09/01/2007 - 09/01/2008

Report Date / Time: 03/17/2016 08:04 EST
Valuation Date: 03/15/2016

Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
618-011692-001 / 8/8/2008	TX 8/15/2008	005/618 Closed 10/14/2009		0.00	0.00
618-011534-001 / 7/16/2008	TX 7/25/2008	005/618 Closed 7/13/2009		0	0.00
295-047348-001 / 5/8/2008	TX 5/12/2008	005/326 Closed 7/4/2013	0.00	124,582.14	124,582.14
618-011059-001 / 5/8/2008	TX 5/16/2008	005/618 Closed 5/17/2010		214,669.70	214,669.70
295-047228-001 / 4/18/2008	TX 4/23/2008	005/618 Closed 1/12/2009		0.00	0.00
295-047165-001 / 4/8/2008	TX 4/11/2008	005/618 Closed 8/4/2010		0.00	0.00
295-046859-001 / 2/15/2008	TX 2/22/2008	005/618 Closed 6/9/2011		0.00	0.00
295-046836-001 / 2/11/2008	TX 2/20/2008	005/295 Closed 8/11/2010	0.00	12,528.07	12,528.07
295-046723-001 / 2/4/2008	TX 2/8/2008	005/326 Closed 6/30/2015		0.00	0.00
295-046639-001 / 1/23/2008	TX 1/24/2008	005/618 Closed 6/5/2009		0.00	0.00
295-046640-001 / 1/23/2008	TX 1/24/2008	005/618 Closed 9/19/2008		0.00	0.00
295-046436-001 / 12/14/2007	TX 12/20/2007	005/618 Closed 11/19/2009		1,559.52	1,559.52
295-046215-001 / 11/8/2007	TX 11/16/2007	005/326 Closed 7/31/2013	100,000.00	324,870.69	424,870.69

Pol-Asco-Mod: 001932751-006-000	Claim Count=	13	\$100,000.00	\$678,210.12	\$778,210.12
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Financial Lines Claims

Policy : 0011443123-006-000 CITY OF EL PASO 09/01/2008 - 09/01/2009

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
550-004420-001 / 9/1/2009	TX 9/10/2009	005/618 Closed 6/9/2011		0.00	0.00
550-003672-001 / 8/21/2009	TX 8/26/2009	005/618 Closed 6/24/2010		0.00	0.00
550-000389-001 / 5/28/2009	TX 6/1/2009	005/326 Closed 12/26/2012		53,070.86	53,070.86
550-000393-001 / 5/28/2009	TX 6/1/2009	005/618 Closed 1/11/2012	50,000.00	74,312.95	124,312.95
550-000387-001 / 5/27/2009	TX 5/27/2009	005/326 Closed 7/15/2013	48,501.25	11,872.02	60,373.27
550-000221-001 / 5/21/2009	TX 5/22/2009	005/295 Open 12/13/2496	50,000.00	218,034.56	268,034.56
550-000294-001 / 5/21/2009	TX 5/22/2009	005/295 Closed 6/18/2012	50,000.00	54,024.73	104,024.73
618-013366-001 / 5/8/2009	TX 5/19/2009	005/326 Closed 5/24/2012	50,000.00	123,807.59	173,807.59
618-013367-001 / 5/8/2009	TX 5/19/2009	005/618 Closed 12/22/2010		47,323.79	47,323.79
618-013368-001 / 5/6/2009	TX 5/19/2009	005/326 Closed 7/15/2013	48,273.44	28,625.49	76,898.93
618-013067-001 / 3/26/2009	TX 4/3/2009	005/618 Closed 9/11/2009	0.00	0.00	0.00
618-013068-001 / 3/26/2009	TX 4/3/2009	005/618 Closed 10/12/2011		23,920.34	23,920.34
618-012645-001 / 1/15/2009	TX 1/23/2009	005/326 Closed 12/12/2013	50,000.00	103,345.03	153,345.03

Financial Lines Claims

Policy : 0011443123-006-000 CITY OF EL PASO 09/01/2008 - 09/01/2009

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
618-012287-001 / 11/7/2008	TX 11/12/2008	005/326 Closed 12/26/2012	60,612.59	70,827.69	131,440.28
618-012026-001 / 9/25/2008	TX 9/25/2008	005/618 Closed 1/28/2009		0.00	0.00
Pol-Asco-Mod: 0011443123-006-000 Claim Count= 15			\$407,387.28	\$809,165.05	\$1,216,552.33

Financial Lines Claims

Policy : 0011790647-006-000 CITY OF EL PASO 09/01/2009 - 09/01/2010

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
550-029344-001 / 7/14/2010	TX 7/14/2010	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-021393-001 / 4/20/2010	TX 4/20/2010	005/618 Closed 5/4/2011		0.00	0.00
550-017134-001 / 2/26/2010	TX 3/1/2010	005/326 Closed 12/13/2013	0.00	0.00	0.00
550-016388-001 / 2/18/2010	TX 2/18/2010	005/295 Closed 6/22/2012	0.00	0.00	0.00
550-016520-001 / 2/18/2010	TX 2/19/2010	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-014945-001 / 1/29/2010	TX 1/29/2010	005/618 Closed 1/10/2012	0.00	0.00	0.00
550-013448-001 / 1/8/2010	TX 1/8/2010	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-011829-001 / 12/16/2009	TX 12/16/2009	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-011824-001 / 12/15/2009	TX 12/16/2009	005/295 Closed 12/22/2009		0.00	0.00
550-005891-001 / 9/30/2009	TX 9/30/2009	005/295 Closed 4/19/2012	25,645.88	0.00	25,645.88
Pol-Asco-Mod: 0011790647-006-000 Claim Count= 10			\$25,645.88	\$0.00	\$25,645.88

Financial Lines Claims

Policy : 0038405678-006-000 CITY OF EL PASO 09/01/2010 - 09/01/2011

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
550-062186-001 / 7/12/2011	TX 7/12/2011	005/618 Closed 1/11/2012	0.00	0.00	0.00
550-056034-001 / 5/5/2011	TX 5/5/2011	005/326 Closed 1/29/2013	0.00	0.00	0.00
550-056035-001 / 5/5/2011	TX 5/5/2011	005/326 Closed 1/29/2013	0.00	0.00	0.00
550-056036-001 / 5/5/2011	TX 5/5/2011	005/326 Closed 3/17/2015	100,000.00	131.98	100,131.98
550-056037-001 / 5/5/2011	TX 5/5/2011	005/326 Closed 1/29/2013	0.00	0.00	0.00
550-052552-001 / 3/16/2011	TX 4/1/2011	005/326 Closed 1/29/2013	0.00	0.00	0.00
550-045510-001 / 1/12/2011	TX 1/12/2011	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-045272-001 / 1/7/2011	TX 1/10/2011	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-044858-001 / 1/5/2011	TX 1/5/2011	005/326 Closed 2/10/2016	0.00	0.00	0.00
550-042669-001 / 12/7/2010	TX 12/7/2010	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-040931-001 / 11/15/2010	TX 11/15/2010	005/618 Closed 1/20/2012	0.00	0.00	0.00
550-037123-001 / 10/6/2010	TX 10/6/2010	005/326 Closed 7/31/2014	24,589.66	0.00	24,589.66
550-036119-001 / 9/23/2010	TX 9/23/2010	005/618 Closed 9/23/2011	0.00	0.00	0.00
550-037090-001 / 9/22/2010	TX 9/22/2010	005/295 Open	48,630.76	0.00	48,630.76

Pol-Asco-Mod: 0038405678-006-000	Claim Count= 14	\$173,220.42	\$131.98	\$173,352.40
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Financial Lines Claims

Policy : 0043777976-006-000 CITY OF EL PASO 09/01/2011 - 09/01/2012

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
550-099021-001 / 9/1/2012	TX 9/11/2012	005/326 Closed 9/18/2012	0.00	0.00	0.00
550-102402-001 / 9/1/2012	TX 10/16/2012	005/326 Closed 1/22/2013	0.00	0.00	0.00
550-096910-001 / 8/15/2012	TX 8/15/2012	005/326 Closed 10/19/2015	45,518.70	0.00	45,518.70
550-096221-001 / 8/7/2012	TX 8/7/2012	005/295 Closed 7/24/2014	50,000.00	102,682.88	152,682.88
550-096224-001 / 8/7/2012	TX 8/7/2012	005/326 Closed 5/3/2013	0.00	0.00	0.00
550-094806-001 / 7/23/2012	TX 7/23/2012	005/326 Closed 6/5/2013	0.00	0.00	0.00
550-094491-001 / 7/18/2012	TX 7/18/2012	005/326 Closed 6/8/2015	31,549.50	0.00	31,549.50
550-093986-001 / 7/16/2012	TX 7/16/2012	005/326 Closed 2/12/2013	0.00	0.00	0.00
550-092240-001 / 6/26/2012	TX 6/26/2012	005/326 Closed 7/17/2013	0.00	0.00	0.00
550-089775-001 / 5/30/2012	TX 5/30/2012	005/326 Closed 10/1/2015	56,208.15	6,505.65	62,713.80
550-087182-001 / 5/1/2012	TX 5/1/2012	005/326 Closed 10/4/2012	0.00	0.00	0.00
550-086370-001 / 4/18/2012	TX 4/18/2012	005/326 Closed 12/4/2012	0.00	0.00	0.00
550-084675-001 / 4/3/2012	TX 4/3/2012	005/326 Closed 8/13/2012	0.00	0.00	0.00

Financial Lines Claims

Policy : 0043777976-006-000 CITY OF EL PASO 09/01/2011 - 09/01/2012

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
550-083403-001 / 3/16/2012	TX 3/16/2012	005/326 Closed 10/29/2013	15,171.54	0.00	15,171.54
550-082107-001 / 3/6/2012	TX 3/6/2012	005/326 Closed 8/9/2012	0.00	0.00	0.00
550-082111-001 / 3/6/2012	TX 3/6/2012	005/326 Closed 11/15/2012	0.00	0.00	0.00
550-081341-001 / 2/22/2012	TX 2/22/2012	005/326 Closed 6/28/2012	0.00	0.00	0.00
550-080753-001 / 2/17/2012	TX 2/17/2012	005/326 Closed 8/8/2012	0.00	0.00	0.00
550-080552-001 / 2/15/2012	TX 2/15/2012	005/326 Closed 10/18/2012	14,370.51	0.00	14,370.51
550-078439-001 / 1/24/2012	TX 1/24/2012	005/295 Closed 1/19/2016	50,209.50	86,810.78	137,020.28
550-078131-001 / 1/18/2012	TX 1/18/2012	005/326 Closed 6/25/2012	0.00	0.00	0.00
550-073818-001 / 11/23/2011	TX 11/23/2011	005/295 Closed 5/7/2012	66,394.37	0.00	66,394.37
550-068635-001 / 9/27/2011	TX 9/27/2011	005/326 Closed 1/18/2013	0.00	0.00	0.00

Pol-Asco-Mod: 0043777976-006-000	Claim Count= 23	\$329,422.27	\$195,999.31	\$525,421.58
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Financial Lines Claims

Policy : 0011050575-006-000 CITY OF EL PASO 09/01/2012 - 09/01/2013

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
550-127061-001 / 7/17/2013	TX 7/17/2013	005/326 Closed 11/6/2013	0.00	0.00	0.00
550-126076-001 / 7/9/2013	TX 7/9/2013	005/326 Closed 11/26/2013	0.00	0.00	0.00
550-117382-001 / 4/11/2013	TX 4/11/2013	005/326 Closed 12/13/2013	0.00	0.00	0.00
550-117384-001 / 4/10/2013	TX 4/10/2013	005/326 Closed 1/14/2016	0.00	0.00	0.00
550-110913-001 / 1/30/2013	TX 1/30/2013	005/326 Closed 10/8/2013	0.00	0.00	0.00
550-102888-001 / 10/22/2012	TX 10/22/2012	005/326 Closed 2/28/2013	0.00	0.00	0.00
550-101423-001 / 10/8/2012	TX 10/8/2012	005/326 Closed 12/17/2013	23,702.50	0.00	23,702.50
550-101766-001 / 10/8/2012	TX 10/8/2012	005/326 Closed 4/10/2013	0.00	0.00	0.00
550-102416-001 / 10/8/2012	TX 10/8/2012	005/326 Closed 10/23/2012	0.00	0.00	0.00
550-099022-001 / 9/11/2012	TX 9/11/2012	005/326 Closed 8/1/2013	28,787.50	0.00	28,787.50
550-099059-001 / 9/11/2012	TX 9/11/2012	005/326 Closed 1/4/2013	0.00	0.00	0.00

Pol-Asco-Mod: 0011050575-006-000	Claim Count= 11	\$52,490.00	\$0.00	\$52,490.00
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Financial Lines Claims

Policy : 0012829676-006-000 CITY OF EL PASO 09/01/2013 - 09/01/2014

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
501-083272-001 / 2208320605US 9/1/2014	TX 9/5/2014	005/326 Open		0.00	0.00
501-067237-001 / 2942034350US 7/11/2014	TX 7/21/2014	005/295 Closed 12/8/2014	0.00	0.00	0.00
501-036749-001 / 0456333929US 4/16/2014	TX 4/24/2014	005/295 Closed 3/19/2015	0.00	0.00	0.00
501-034190-001 / 9682251947US 4/15/2014	TX 4/17/2014	005/295 Closed 1/29/2016	0.00	0.00	0.00
501-024314-001 / 4522579421US 3/17/2014	TX 3/19/2014	005/326 Closed 2/19/2015	0.00	0.00	0.00
501-018192-001 / 1035289173US 2/20/2014	TX 2/26/2014	005/326 Closed 2/19/2015	0.00	0.00	0.00
501-013442-001 / 2494941167US 2/3/2014	TX 2/5/2014	005/295 Closed 6/26/2015	100,006.95	75,752.75	175,759.70
501-011641-001 / 8300014135US 1/22/2014	TX 1/24/2014	005/326 Closed 10/23/2014	0.00	0.00	0.00
550-137281-001 / 1/6/2014	TX 1/6/2014	005/326 Closed 4/16/2014	205,821.99	0.00	205,821.99
550-136786-001 / 12/23/2013	TX 12/23/2013	005/295 Closed 12/4/2014		0.00	0.00
550-136254-001 / 12/11/2013	TX 12/11/2013	005/295 Closed 4/21/2015		0.00	0.00
550-131070-001 / 9/12/2013	TX 9/12/2013	005/326 Closed 6/8/2015	100,000.00	17,073.48	117,073.48

Pol-Asco-Mod: 0012829676-006-000	Claim Count= 12	\$405,828.94	\$92,826.23	\$498,655.17
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Financial Lines Claims

Policy : 0014816311-006-000 CITY OF EL PASO 09/01/2014 - 09/01/2015

Report Date / Time: 03/17/2016 08:04 EST
 Valuation Date: 03/15/2016
 Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
501-217468-001 / 2002935943US 8/19/2015	TX 8/25/2015	005/326 Open		0.00	0.00
501-212231-001 / 5306492250US 8/7/2015	TX 8/12/2015	005/326 Open		0.00	0.00
501-211872-001 / 3403448985US 8/5/2015	TX 8/11/2015	005/326 Open	0.00	0.00	0.00
501-207115-001 / 4889848963US 7/24/2015	TX 7/30/2015	005/295 Open	12,024.50	0.00	12,024.50
501-203105-001 / 2333266602US 7/14/2015	TX 7/21/2015	005/326 Open		0.00	0.00
501-191996-001 / 0097784698US 6/17/2015	TX 6/23/2015	005/326 Open		0.00	0.00
501-168950-001 / 4532029196US 4/22/2015	TN 4/27/2015	005/326 Open		0.00	0.00
501-127647-001 / 4673788960US 1/8/2015	TX 1/8/2015	005/328 N/O		0.00	0.00
501-132429-001 / 2263158461US 1/8/2015	TX 1/22/2015	005/326 Open		0.00	0.00
501-128506-001 / 3127103474US 1/7/2015	TX 1/12/2015	005/326 Open		0.00	0.00
501-122174-001 / 7839433912US 12/15/2014	TX 12/22/2014	005/326 Open		0.00	0.00
501-109418-001 / 1489380080US 11/12/2014	TX 11/13/2014	005/295 Closed 5/8/2015	0.00	0.00	0.00
501-112267-001 / 0347259599US 10/27/2014	TX 11/21/2014	005/326 Closed 1/14/2015		0.00	0.00

Pol-Asco-Mod: 0014816311-006-000	Claim Count= 13	\$12,024.50	\$0.00	\$12,024.50
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Financial Lines Claims

Policy : 0016575565-006-000 CITY OF EL PASO 09/01/2015 - 09/01/2016
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Report Date / Time: 03/17/2016 08:04
Valuation Date: 03/15/2016
Currency: USD

Claim # / OneClaim # Loss Date	Loss State Receipt	Div / H.O. Status Closed Date	City Loss Paid	AIG Loss Paid	Total Paid
501-295740-001 / 0542562333US 3/4/2016	TX 3/10/2016	005/326 Open		0.00	0.00
501-262392-001 / 4018048652US 12/11/2015	TX 12/16/2015	005/326 Open		0.00	0.00
501-251515-001 / 7180960258US 11/13/2015	TX 11/18/2015	005/326 Open		0.00	0.00
501-249885-001 / 1023738982US 11/5/2015	TX 11/13/2015	005/326 Open		0.00	0.00
501-231974-001 / 1916510515US 9/23/2015	TX 10/1/2015	005/295 Open		0.00	0.00
501-231978-001 / 5292633118US 9/23/2015	TX 10/1/2015	005/295 Open		0.00	0.00
501-224383-001 / 2356507893US 9/3/2015	TX 9/11/2015	005/326 Open		0.00	0.00

Pol-Asco-Mod 0016575565-006-000	Claim Count= 7	\$0.00	\$0.00	\$0.00
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EXHIBIT B: HISTORICAL COVERAGE INFORMATION

Company	Policy Term	Premium
AIG	September 1, 2015-August 31, 2016	\$473,785
AIG	September 1, 2014-August 31, 2015	\$453,975
AIG	September 1, 2013-August 31, 2014	\$378,974
AIG	September 1, 2012-August 31, 2013	\$365,647
AIG	September 1, 2011-August 31, 2012	\$309,686