



REQUEST FOR PROPOSALS

For

All Risk Property Insurance to include:
All Other Perils, Flood, Earthquake, Wind,
Named Storm & Equipment Breakdown
Coverages

RFP 18-11

Issued by:
City of Kingsville – Human Resources Department
400 W. King Ave
Kingsville, TX 78363

Sealed Request for Proposals (RFP) addressed to Charlie Sosa, Purchasing Manager, City of Kingsville will be received on **April 03, 2018** until **2:00 pm**, at the City of Kingsville City Hall (2nd Floor) located at 400 W. King Avenue, Kingsville, TX. RFP's must be in the City of Kingsville's possession on or before the aforementioned date and time (no late submissions will be accepted).

All Risk Property Insurance

RFP's received past the aforementioned deadline will not be considered. The City will evaluate RFP's and make a selection based on the firm's technical ability, experience, and ability to perform the work. The City will not provide compensation or defray any costs incurred by any firm related to the response to this request. The City reserves the right to negotiate with any and all persons or companies. The City also reserves the right to reject any or all RFP's, or to accept any deemed most advantageous, or to waive any irregularities or informalities in the RFP's received, and to revise the process schedule as circumstances arise.

Submittals must be clearly marked: **RFP 18-11 All Risk Property Insurance**

Submitted to: Charlie Sosa
Purchasing Manager
City of Kingsville
400 W. King Avenue
Kingsville, TX 78363

CITY OF KINGSVILLE INSTRUCTIONS TO RESPONDENTS

I. DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of the RFP. If no exceptions are noted, and you are the successful respondent, the City of Kingsville will require that the service(s) be provided as specified.

II. PURPOSE

The purpose of these specifications/requirements and RFP documents are to award a Service Agreement for:
For All Risk Property Insurance Policy including all Windstorm including Named Storm and Hail, Flood, Fire, Earth Movement, and Equipment Breakdown.

III. INTENT

The services to be provided under the RFP/Proposals shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Request for Proposals (RFP). There is no intention to disqualify any respondent who can meet the requirements.

IV. SUBMITTAL OF RFP

RFP shall be submitted in a sealed envelope as referenced on the attached solicitation. One (1) signed original marked "**ORIGINAL**", **three (3)** complete sets marked "**COPY 1**", "**COPY 2**", etc. RFP **WILL** be accepted in person or by United States Mail. RFP **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. RFP may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFP closing must be initiated by respondents guaranteeing authenticity. Submittal of a response to this RFP constitutes an offer by the respondent. Once submitted, the RFP becomes the property of the City of Kingsville and as such the City reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent. RFP which do not comply with these requirements may be rejected at the option of the City. RFP must be filed with the City of Kingsville before the deadline day and hour. No late RFP will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying a proposal.

Address Delivery: Charlie Sosa
Purchasing Manager
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

V. ASSIGNMENT

Respondents are advised that the City of Kingsville shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the Director of Finance for the City of Kingsville.

VI. PREPARATION OF RFP

Responses **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your submittal. The person signing the response must show title or **AUTHORITY TO BIND FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the submittal. A corporation shall execute the submittal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Respondent/Bidder shall state in the submittal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent/ bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this submittal will be at the sole expense of the respondent.

VII. TIME ALLOWED FOR ACTION TAKEN

The City of Kingsville may hold RFP responses 120 days after submittal deadline without taking action. Respondents are required to hold their proposals firm for same period of time.

VIII. RIGHT TO REJECT/ AWARD

The City of Kingsville reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best value and most advantageous to the City of Kingsville.

IX. AWARD

Award shall be made to the respondent whose proposal, in the opinion of the City of Kingsville, is the most advantageous to the City and can provide the best service and value for the City.

X. ALTERATIONS/AMENDMENTS TO RFP

Request for Proposals **CANNOT** be altered or amended after the opening deadline. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Kingsville.

XI. LIST OF EXCEPTIONS

The respondent shall attach to the RFP a list of any exceptions to the specifications/requirements, on a point-by-point basis.

XII. INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for Request for Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this solicitation for Request for Proposals, shall be furnished in writing to all prospective respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Kingsville in accordance with paragraph entitled “**Addenda and Modifications**”.

XIII. CONSIDERATION OF PROPOSALS

Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to requirements in the RFP. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the City, the City reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the City. Should the City require clarification from the Proposer, the City shall contact the individual named as the organization’s contact person. The City may elect to conduct post-submission reference checks.

XIV. RECOMMENDATION FOR AWARD

The City will review proposals submitted in response to this RFP. If an award is made, City staff will recommend to the City Manager that award be made to the **Lowest Responsible Proposer(s) meeting the MINIMUM REQUIREMENTS of the RFP**. In determining the Lowest Responsible Proposer, the City may take into consideration the quality of the product, the adaptability to the particular use required, and the ability, capacity, experience, efficiency and integrity of the Proposers as well as their financial responsibility. The City will then negotiate applicable terms and conditions into the final form of the Contract(s) with Lowest Responsible Proposer(s) meeting the MINIMUM REQUIREMENTS of the RFP. If contract negotiations are not successful with the Lowest Responsible Proposer meeting the MINIMUM REQUIREMENTS of the RFP, the City will begin negotiations with the Next-Lowest Responsible Proposer meeting the MINIMUM REQUIREMENTS of the RFP, etc. The City will award one contract to one Proposer. The City reserves the right to not award a contract at all.

XV. TERM

The service agreement (also referred to herein as the “Contract”) will be for a term of one (1) year with an option to extend for up to three (3) additional one-year periods, subject to the approval of the City Manager or his designee. By submission of its proposal, the Proposer agrees that the pricing quoted in its proposal is fixed and firm for the duration of the initial one-year term of the contact.

**ALL-RISK PROPERTY INSURANCE
RFP# 18-11**

A. Background

The City of Kingsville, Texas serves a population of approximately 26,312, including many young families and residents with active life styles. The City is the County Seat for Kleberg County. Currently, the City has two separate policies from two separate insurers providing property insurance coverage. The first policy provides coverage for AOP including Fire, Flood, Earthquake, Lightning and Equipment Breakdown. The second policy provides coverage for Windstorm/Named Storm and Hail.

While it is the desire of the City of Kingsville to purchase one single comprehensive all – risk property insurance policy which provides all perils coverage including Named Storm/Windstorm and equipment breakdown coverage, the City of Kingsville will entertain separate policies for Named Storm/Windstorm & Hail coverages and AOP and Equipment Breakdown coverages. Current coverages and limits and deductibles are listed below.

B. Specifications

City of Kingsville

Property Insurance Specifications

REAL AND PERSONAL PROPERTY

Total Insured Values - \$58,209,638.57

POLICY LIMITS OF LIABILITY

\$58,209,638.57 Limit, All Winds & Hail including Named Storm, All Other Perils, including Fire, Flood, and Earth Movement. Definition of Flood must be expanded to include; Tsunami, Tidal Wave, and Storm Surge.

Term - One (1) year policy period.

60 day minimum notice of cancellation.

60 days minimum notice of non-renewal.

10 days for non-payment of premium.

PROPERTY COVERED

Real & Personal Property; Machinery and Equipment; Furniture & Fixtures; Improvements and Betterments Inventory; Stock; EDP Hardware, Media and Data; Business Income – Gross Earning / Extra Expense, As Further Described Per Schedule of Values.

SUBLIMITS

- A. Earth Movement - \$100,000
- B. Flood - \$5,000,000 per occurrence, \$1,000,000 minimum, occurring wholly or partially within the Special Flood Hazard Areas (SFHA), in Flood Zone A & Z as defined by the Federal Emergency Management Agency (FEMA).
- C. Debris Removal - \$5,000,000
- D. Accounts Receivable - \$1,000,000
- E. Civil or Military Authority - \$1,000,000
- F. Demolition & Increased Cost of Construction and Undamaged Property - \$100,000 minimum.
- G. Electronic Data and Media - \$250,000
- H. Errors & Omissions - \$100,000
- I. Extended Period of Indemnity - 180 Days
- J. Extra Expense/Expediting Expenses - \$500,000
- K. Fine Arts: \$250,000 Scheduled and Unscheduled
- L. Fire Brigade Charges - \$100,000
- M. Ingress/Egress Coverage- \$100,000
- N. Leasehold Interest - \$100,000
- O. Limited Pollution Coverage - \$100,000
- P. Miscellaneous Unnamed Locations - \$100,000
- Q. Newly Acquired Property - Ninety (90) days, \$1,000,000
- R. Ordinary Payroll - 60 days
- S. Professional Fees - \$100,000
- T. Service Interruption - \$100,000
- U. Business Interruption - \$250,000
- V. Leased or Rented Equipment – \$100,000
- W. Mobile Equipment - \$1,000,000
- X. Mold/Fungus - \$50,000

SUBLIMITS CONT.

Y. Offsite Storage - \$100,000

Z. Unscheduled Outdoor Property including signs, trees, plants and shrubs - \$250,000

AA. Owned Mobile Equipment - Off Premises - \$500,000 and \$1,000,000

BB. Personal Property of Others - \$50,000

CC. Builder's Risk - Property in course of construction and/or during erection, assembly and/or installation - \$250,000

DD. Protection of Property - \$100,000

EE. Margin Clause - 110%

FF. Valuable Papers - \$1,000,000

GG. Property in Transit - \$100,000

HH. Spoilage - \$100,000

II. Royalties - \$25,000

JJ. Reward Reimbursement - \$25,000

KK. Reclaiming, /restoring or repairing land improvements - \$25,000

LL. Ordinance or Law - \$1,000,000

MM. Contingent Time Element - \$1,000,000

CURRENT DEDUCTIBLES

A. \$1,000 - All other perils

B. \$25,000-Windstorm, Hail and Named Storm

B. \$25,000 - Earth Movement

E. Flood: \$25,000

COVERAGE PROVISIONS

A. Proposer shall name one (1) individual as account representative, who will be primary contact.

B. Admitted and Non-Admitted Carrier(s) shall possess an A.M. Best Rating of A-VII or better. The carrier must be on the NAIC approved list and must be acceptable to the Texas Department of Insurance. Non-Admitted Carriers must have a Serve-of-Suit Endorsement. Must be in compliance with surplus lines laws.

C. Each Proposer must provide premium quote for Property Insurance for all perils including Named Storm coverage and Equipment Breakdown.

D. Drop-Down Provision (Applicable to Earth Movement/Flood): Notwithstanding anything to the contrary referenced herein, in the event of reduction or exhaustion of the annual aggregate limits of liability for those perils in the policies issued by the underlying insurers by the reasons of loss(es) hereunder caused by or resulting from said perils, this policy shall: a) Attach excess of those reduced underlying limits and the applicable deductible(s) and/or other self-insured retentions(s) contained in the policy(ies) of the primary insure(s), but only to the extent that such loss or damage is insured both hereunder and in the policy(ies) of the underlying insurers, and in no event to exceed the excess limit(s) of liability for those same perils stated in the policy. b) Continue in force as underlying insurance for loss or damage caused by or resulting from those perils, subject to the applicable deductible(s) and/or other self-insured retentions(s) contained in the policy(ies) issued by the primary insurer(s), but only to the extent that such loss or damage is insured both hereunder and in the policy(ies) of the underlying insurers, and in no event to exceed the excess limit(s) of liability for those same perils stated in this policy.

E. Sub-limits Coverage Provision: Notwithstanding anything to the contrary referenced herein, in the event the primary underlying limits are exhausted, this policy shall cover applicable sub-limited coverages up to, and not exceeding, the applicable sublimit for each coverage insured in the underlying policy. In no event shall this coverage and underlying coverages pay any amount for sub-limited coverages in excess of the applicable sub-limit, except when this policy is specifically written to provide excess coverage for losses arising out of the specified perils of earth movement and flood, subject always to the maximum limits of this policy. This wording (or comparable wording) should apply, at a minimum, to the first \$25,000,000

F. Priority of Payments Provision: Notwithstanding anything to the contrary referenced herein, in determining the amount of any one loss, disaster or casualty for which this policy is excess, the total loss for all coverages caused by any combination of perils, including underlying sub-limits, one or more of which is insured against under the forms attached shall be used even though all such perils or coverages are not insured against by this policy. Upon exhaustion of limit(s) of liability or sub-limits of the underlying insurance, this policy shall be liable for the loss in excess of the limits of liability of the underlying insurance with respect to those perils and/or coverages insured hereunder, subject to the limit(s) and sublimit(s) of this policy.

G. Quota Share Provision: If coverage is quota share, the terms and provisions in all participating coverages should to the extent possible, read exactly the same in all applicable policies.

H. Excess Coverage Provision: All excess coverages shall follow form and provide continuity of coverage for applicable perils and insured property.

I. Specimen Policy Forms: Specimen policy forms and all endorsements must be provided for each line of coverage/program quoted.

J. Automatic Coverage: For newly acquired or formed organizations coverage is required for a minimum of ninety (90) days, except where otherwise extended by the provisions of the policy in excess of ninety (90) days, subject to proper reporting to underwriters and, applicable payment of additional premium.

K. Co-Insurance: None

COVERAGE PROVISIONS CONT.

L. Multiple Deductible Provision: Highest deductible will be applied in the event two or more deductibles apply to a loss.

EQUIPMENT BREAKDOWN

Named Insured: City of Kingsville

Policy Term One year – May 1, 2017 – April 30, 2018

POLICY LIMITS OF LIABILITY

\$1,000,000 Limit, All Other Perils, including Windstorm, Hail, Flood, and Earth Movement.

Term - One (1) year policy period. 60 day minimum notice of cancellation, 10 days for non-payment of premium. 60 days minimum notice of non-renewal.

Covered Equipment.

SUBLIMITS

- A. Extended period of restoration - ninety (90) days
- B. Data or Media - \$100,000
- C. Spoilage - \$500,000
- D. Utility Interruption - \$100,000
- E. Newly Acquired Premises - \$1,000,000 30 days
- F. Ordinance of Law Coverage - \$100,000
- G. Brands and Labels - \$100,000
- H. Fungus, Wet, and Dry Rot - \$15,000
- I. Fungus, Wet, Dry Rot - Business Income and Extra Expense or Extra Expense Only - 30 days
- J. Ammonia Contamination - \$500,000
- K. Consequential Loss - \$100,000
- L. Hazardous Substance - \$250,000
- M. Water Damage - \$500,000

DEDUCTIBLES

\$2,500 Per Occurrence

XVI. ANTICIPATED TERM OF CONTRACT

The anticipated term for the proposed contract is 45 days after execution.

XVII. EVALUATION PROCESS

After the RFP receipt deadline, an evaluation committee will review submitted terms and conditions (as specified in the RFP), pricing and deductibles and markets.

XVIII. EVALUATION CRITERIA

The following criteria and weight factors will generally be used to evaluate the RFP:

- Experience in providing services to the City of Kingsville or any other government entity and success ratio in performing this service. Include a list of work previously completed for the City.
- Capability to perform all of the services required by this RFP, including personnel availability and current workload.
- Key personnel professional background, certifications, and experience in providing the requested services.
- Respondents past performance will be taken into consideration in the evaluation of the RFP submittal.
- Best's Ratings of Insurance Markets provided in quotes.
- Cost will be considered in the initial ranking of offers and should include information concerning the offeror's requested fees and prices for fulfilling the RFP general conditions.

XIX. SELECTION PROCESS

Based on the Evaluation Committee review, Responders may be required to submit supplemental information and/or an interview or make a presentation. The City reserves the right to reject all submissions.

XX. ADDITIONAL REQUIRED INFORMATION

The following items must be included as part of the RFP submittal:

I. Executive Summary

- List of local office(s) and resources
- Overview of services proposed

II. Description of Organization Personnel

- Specify the number of full-time employees

III. References

- Provide at least three (3) references (entities) for which you have provided like services. These references should include the name of the contact person, address, phone number, and other information you consider pertinent to this RFP.

XXI. CONTRACT AWARD

The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

XXII. RESPONSE DEADLINE

Responses to the RFP must be addressed to Charlie Sosa, Purchasing Manager, City of Kingsville, and received at 400 W King Avenue, Kingsville, Texas 78363, by **2:00 PM** on **April 03, 2018** for consideration. Please refer to section above (“Submittal of RFP”) for specific submission requirements. RFP responses received after the published deadline will not be accepted or considered.

XXIII. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this RFP must be submitted **in writing** no later than 1:30 pm on **March 20, 2018**.

XXIV. ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda) and will be posted on the City of Kingsville website. Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Manager. At the request of the respondent, or in the event the Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Manager. Such addendum will be attached to the original RFP in the City of Kingsville website and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent’s recognition and compliance to official changes as outlined by the City of Kingsville and as such are made part of the original RFP documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at City of Kingsville website. No verbal explanations or interpretations will be binding. The City does not assume responsibility for the receipt of any addendum sent to respondents.

XXV. REQUEST FOR PROPOSALS PREPARATION COSTS

Issuance of this RFP does not commit the City of Kingsville, in any way, to pay any costs incurred in the preparation and submission of an RFP. All costs related to the preparation and submission of this RFP shall be borne by the respondent.

XXVI. EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

XXVII. ANTI-LOBBYING PROVISION

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the Kingsville City

Commission or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of a similar RFP.

XXVIII. INDEMNIFICATION CLAUSE

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAYS INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. THE RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. IN ADDITION, THE RESPONDENT AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION RELATING TO, FOR, OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND THE RESPONDENT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED UPON REQUEST OF THE DIRECTOR OF FINANCE AS A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED. RESPONDENT ALSO AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

XXIX. RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded Service Contract shall be employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

XXX. HUB CERTIFICATION

State Certified HUB Vendor(s) are required to provide a copy of their certification, if they have not previously done so. Fax information to the Finance Department at 361-595-8035.

XXXI. VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

XXXII. CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be confidential under Texas Law, or pursuant to a Court order.

XXXIII. RIGHT TO AUDIT

The City of Kingsville reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Kingsville, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Service Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of the overpayment shall be promptly reimbursed to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

XXXIV. JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Kleberg County, Texas.

XXXV. VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Kleberg County, Texas.

XXXVI. CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary of the City of Kingsville not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

Additionally, Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Kingsville City Commission must be accompanied by a completed, executed, and notarized Certificate of Interested Parties, Form 1295. Form 1295 must be completed in accordance with TEC Rules (https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46) and Section 2252.908 of the Texas Government Code, as amended (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908>).

Vendor must complete HB 1295 Form before the award is official and a Notice to Proceed is given.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

XXXVII. CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

XXXVIII. SUBSTITUTIONS/CANCELLATIONS OF QUALIFICATIONS

No substitutions or cancellations are permitted without written approval of City of Kingsville.

XXXIX. TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful respondent to execute a contract for **ALL-RISK PROPERTY INSURANCE** after receiving notification of award of contract shall be thirty (30) days.

XXXVIII. PERSONNEL

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel. Such personnel must be licensed or certified within the State of Texas.

XL. CONTRACT

Successful Bidder shall be required to execute a Service Agreement with the City.

XLI. NO BOYCOTT

The successful respondent must agree that it does not boycott Israel at the time the contract is executed and that it will not boycott Israel during the term of the contract.

THE CITY OF KINGSVILLE RESERVES THE RIGHT TO REFUSE AND REJECT ANY OR ALL RFP AND TO WAIVE ANY OR ALL FORMALITIES OR TECHNICALITIES, AND TO MAKE SUCH AWARDS OF CONTRACT AS MAY BE DEEMED TO BE THE BEST VALUE AND MOST ADVANTAGEOUS TO THE CITY OF KINGSVILLE.