



CITY OF TEXAS CITY
PURCHASING POLICIES AND PROCEDURES
MANUAL

Revised August 2022

City Commission Approved

August 3, 2022

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SECTION I
INTRODUCTION

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INTRODUCTION

A. PURPOSE

This manual is intended to serve as a guide for all ~~employees of the~~ City of Texas City ~~who are charged with the responsibility of~~ employees responsible for acquiring goods and services on behalf of the City of Texas City. ~~Because appointed,~~ Appointed officials and/or department heads delegate staff members to coordinate purchasing transactions, ~~these,~~ These policies are set forth to ensure compliance ~~pursuant~~ according to the City Charter, Code, and all statutes in effect for the State of Texas, ~~as so~~ stated in the Texas Local Government Code - Chapter 252.

All governments in Texas must comply with State purchasing requirements. These laws were enacted to address past abuses and ~~for the most part is just~~ primarily good business ~~practice,~~ practices. The City of Texas City's purchasing philosophy is to provide departments with the tools and supplies to do their job with ~~a minimum of~~ minimal delay and unnecessary bureaucracy, ~~while ensuring,~~ At the same time, ensure purchases are made ~~in accordance with~~ following the state law.

This manual reflects the official administrative regulations for purchasing and payments in the City of Texas City. ~~It is essential that the~~ The employees involved in the expenditure and accounting of public monies ~~are~~ must be fully aware of their responsibilities and limitations.

While this manual does not encompass every detail of all regulations, practices, and statutes governing purchasing and payment, it does provide the basic principles of sound procurement practices. Reference to this manual will aid City personnel in ~~the discharge of~~ discharging their duties involving ~~the control,~~ controlling and ~~management of~~ managing the City's assets, while maintaining compliance with laws and regulations.

B. PURCHASING DEPARTMENT RESPONSIBILITIES

1. Administers Purchasing Manual for purchasing or contracting City supplies, equipment, services, and construction. Observe and enforce the policies as ~~herein~~ outlined herein and all related regulations.
2. Prepare and legally advertise all invitations to bid ~~and~~ hold pre-bid conferences and ~~bid~~ openings. Encourage competition and endeavor to obtain full and open participation in the bidding processes by all responsible vendors. Maintain confidentiality of all information used in the bidding process.

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3. Maintain knowledge of current developments in ~~the field of~~ purchasing, prices, market conditions, and new products. Secure for the City the benefits of research done in ~~the field of~~ purchasing by other governmental agencies and private businesses. Maintain knowledge of changes ~~and~~ updates ~~pertaining to~~about Purchasing in the Local Government Code.
4. Process department requisitions and purchase orders in a timely and efficient manner.
5. Obtain bids ~~and~~, process all purchase orders for ~~computer~~computers and ~~technology~~ related items, and process state contract purchases, including State Requisitions.
6. Assist departments in purchasing materials and services when requested.
7. Cooperate with departments to develop specifications that ~~clearly identify the~~ quantity and quality required, providing a basis for proper bid evaluation.
8. Maintain all City maintenance, lease, rental, and copier agreements and prepare the Purchase orders.
9. Maintain active computerized vendor files and specification files in such a manner as to maximize purchasing effectiveness.
10. Maintain ~~an~~ active file of Insurance Certificates received for Vendors and Contractors.
11. Promote standardization whenever possible in all areas of purchasing. ~~Areas,~~ such as general specifications, quality standards, performance standards, and equipment ~~and~~ supplies should be included in this format.
12. Utilize all legitimate techniques such as volume, cooperative purchasing, buying, and annual contracts to keep costs as low as possible.
13. Maintain relations with vendors.
14. Monitor Supplier/Vendor performance and the conduct of ongoing supplier relations.

C. **Departmental Responsibilities**

1. Comprehend, apply, and follow the Purchasing Manual.

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2. Prepare Purchase Requisitions in a timely and efficient manner.
3. Develop specifications and determine the quality of supplies, equipment, services, quantity, and the delivery date required.
4. Review sealed bids and proposals and recommend ~~award of~~awarding contracts with assistance and input from Purchasing. Each Department Head shall prepare the documents and recommend the award of contracts or may defer this to Purchasing.
5. Each ~~department~~Department shall receive and inspect items delivered, report any shipments that fail to meet the purchase order, and notify Purchasing of all discrepancies and items that need to be returned.
6. The purchasing process is not instantaneous. Time is required to complete the steps ~~required by~~stated in this manual. ~~In order to~~ To accomplish timely purchasing of products and services at the least cost to the City of Texas City, all departments must cooperate fully.

D. Code of Ethics

Public employment is a public trust. It is the policy of the City of Texas City to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City of Texas City. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially ~~so as to~~ assureensure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Texas City procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with the City of Texas City also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to realize personal gain through public employment with the City of Texas City by any conduct inconsistent with the proper discharge of the employee's duties.

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2. It shall be a breach of ethics to attempt to influence any public employee of the City of Texas City to breach the standards of ethical conduct ~~set forth~~outlined in this code.

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3. It shall be a breach of ethics for any employee of the City of Texas City to participate directly or indirectly in a procurement when the employee knows that:

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a.) The employee or any member of the employee's immediate family has a financial interest ~~pertaining to~~in the procurement.

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b.) A business or organization in which the employee, or any member of the ~~employees'~~employee's immediate family, has a financial interest pertaining to the procurement; or

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c.) Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

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4. Gratuities - It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of Texas City, or for any employee ~~—or former employee of~~ the City of Texas City, to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, ~~request for~~ request ruling, determination, claim or controversy, or other particular matter ~~pertaining to~~about any program requirement or a contract or subcontract, or ~~to~~ any solicitation or proposal therefor pending before this government.

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5. Kickbacks - It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime ~~contractor~~Contractor or higher tier subcontractor for any contract for the City of Texas City, or any person associated therewith, as an inducement for the award of a subcontractor or order.

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6. Contract Clause - The prohibition against gratuities and kickbacks prescribed above shall be conspicuously ~~set forth~~outlined in every contract and solicitation ~~therefor~~.

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7. It shall be a breach of ethics for any employee or former employee of the City of Texas City ~~of Texas City to~~ knowingly ~~to~~ use confidential information for actual or anticipated personal gain, or ~~for the~~any person's actual or anticipated gain ~~of any person~~.

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E. **Conflict of Interest**

In addition to the Code of Ethics, there is a Conflict-of-Interest Ordinance ~~which was~~ adopted by the City Commission in December 1995 prohibiting the use of Public Office for private gain.

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ORDINANCE 95-25

AN ORDINANCE PROHIBITING THE USE OF PUBLIC OFFICE FOR PRIVATE GAIN; PROVIDING FOR PENALTIES FOR VIOLATION THEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE READING OF THIS ORDINANCE ON THREE SEPARATE OCCASIONS; AND PROVIDING THAT IT SHOULD BECOME EFFECTIVE UPON FINAL ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE LOCAL NEWSPAPER.

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BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

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Section 1. Title of this Ordinance. This ordinance shall be known as the City of Texas City Conflicts of Interest Ordinance.

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Section 2. No public official or employee shall engage in or accept private employment or render services for private interests when such employment or service is, directly or indirectly, in conflict with the proper discharge of that person's official duties; or which may affect or impair the official's independence of judgment or action in the performance of official duties.

Section 3. No public official or employee shall represent, directly or indirectly, any private person or interest: (1) before any City department, agency, commission, or board, except in matters of purely public or civic concern and then only without compensation or remuneration; or (2) In any action or proceeding against the interest of the City or in any litigation in which the City or any City department, agency, commission, or board is a party, but nothing herein shall limit the authority of the City Attorney and his staff; or (3) In any action or proceeding in the Municipal Court which was instituted by a public official or an employee in the course of that person's official duties, but nothing herein shall limit the authority of the City Attorney and his staff.

Section 4. No public official shall use confidential information obtained during the proper discharge of his/her official duties to advance the financial or other private interest of himself/herself or others.

Section 5. No public official or employee shall accept any gift, favor, service, or other thing of value, in excess of \$50.00 and which would reasonably be calculated to improperly influence him/her in the discharge of his/her official duties, and which would not be given or offered to him/her were he/she not a public official or an employee of the City of Texas City. No public official or employee shall grant in the discharge of his/her official duties any improper favor, service, or thing of value.

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Section 6. A breach of an employee of any of the sections contained in this ordinance may result in the immediate reprimand, suspension and/or termination of the employee. Any breach of any of the sections contained in this ordinance by a public official shall

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result in the matter being reviewed by the entire Commission and appropriate action taken by a majority vote of the Commission.

Section 7. If any section of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction or by an administrative agency, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 8. This ordinance shall be read on three separate days and become effective upon its final reading, passage and adoption and publication in the local newspaper.

PASSED AND FINALLY ADOPTED ON THIRD READING, this 20th day of December 1995.

F. Circumvention of Purchasing

~~¶To avoid the competitive bidding statutes, it~~ is unlawful to knowingly or intentionally authorize separate, sequential, or component purchases ~~to avoid the competitive bidding statutes.~~

Separate purchases mean purchases, made separately, of items that, in ~~normal standard~~ purchasing practices, would be purchased ~~as in~~ one purchase.

Sequential purchases mean purchases made over a period of time, of items that, in ~~normal standard~~ purchasing practices, would be purchased ~~as in~~ one purchase.

Component purchases ~~means purchases of component~~ mean parts of an item that, in ~~normal standard~~ purchasing practices, would be purchased ~~as in~~ one purchase.

G. Enforcement/Penalties – For Violations of State Law

a.) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component ~~purchase~~ purchases to avoid the competitive bidding requirements of Texas Local Government Code Subsection ~~Section~~ 252.021. ~~__~~An offense under this ~~subsection~~ Subsection is a Class B misdemeanor.

b.) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a.) An offense under this ~~subsection~~ Subsection is a Class B misdemeanor.

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c.) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). ~~An offense under this subsection~~ Subsection is a Class C misdemeanor.

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d.) The final conviction of a municipal officer or employee for ~~an~~ offense under Section 252.062 (a) or (b) results in the immediate removal from office or employment of that person.

H. Purchasing Violations

~~A~~The City of Texas City employees must follow the Purchasing Manual as outlined. Substantiated, intentional, or knowing violations of the Purchasing Manual by an employee may be cause for disciplinary action, up to and including termination of employment as determined by the Department Head or the Mayor.

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SECTION II
LEGAL REQUIREMENT

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LIST OF APPLICABLE REGULATIONS

~~City purchasing laws are primarily covered in~~ Chapter 252 of the Local Government Code ~~primarily covers City purchasing laws.~~ Since the law is so fragmented, the listing of sections and the general content of each ~~act includes~~ Act include but are not limited to, the following sections.

Publication	Section	Description
Local Government Code	252.0215	Historically Underutilized Business
Government Code	2251	Prompt Payment Act
Government Code	2252.002	Bids by Non-Resident Bidders
Government Code	2254	Professional Services Procurement Sub Chapter A- Act
Government Code	791	Inter-local Cooperation Act
Government Code	2258.001	Constructing of Public Works Wage Rates
Government Code	2253	Bond for Labor & Materials Performance Bonds

Local Government Code

Chapter 140	Miscellaneous Financial Provisions
Chapter 171	Conflicts of Interest
Chapter 252	Purchasing and Contract Authority
Chapter 253	Sale or Lease of Property
Chapter 271	Purchasing and Contracting Authority
Subchapter A	Public Property Finance
Subchapter B	Competitive Bidding – Certain Public Works Contracts
Subchapter C	Certificate of Obligation Act
Subchapter D	State Cooperation in Local Purchasing Programs
Subchapter Z	Miscellaneous Provisions

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<u>Publication</u>	<u>Section</u>	<u>Description</u>
Human Resource Code	122	Purchase of Products and Services of Blind and Severely Disabled
Code of Criminal Procedures	18.17	Disposition of Abandoned and Unclaimed Property
Texas Tax Code 151	.309 .310 .311	Exempts tangible personal property incorporated into realty of City from sales and use tax.

House Bill 1295 (Certificate of Interested Parties) ~~this~~This form ~~is to~~will be filed with ~~the~~ Texas Ethics Commission by a business entity ~~who is~~ contracting with a governmental ~~entity or state~~State agency.

2CFR Part 200 Procurement procedures that may apply to federal award recipients when using federal ~~awarded~~ funds for the entire life cycle of the federal award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants. ~~FEMA EDGAR~~ ~~refers to the U.S. Department of Education general administrative regulations, federal awards from the Department of Education are subject to the Uniform Guidance regulations in the 2CFR Part 200. (Cooperative Purchasing Programs.)~~

Contract Review

The City Attorney ~~is charged with reviewing~~reviews all pertinent documents, contracts, and legal instruments.

~~In the case of purchasing documents,~~ Purchasing will use standard forms approved by the City Attorney ~~will be utilized.~~

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SECTION III
VENDOR CONTACT AND INFORMATION

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VENDOR CONTACT AND APPLICATION

A. Vendor Relations

The responsibility for establishing and maintaining relationships between the City and its vendors lies with the Purchasing Department. The intent is to minimize City departments from being burdened by visits from uninvited vendors and their representatives. Therefore, vendor relationships should be established and maintained by Purchasing to the extent feasible. This should not be construed as barring vendor contact by department personnel at their discretion.

Representatives of vendors shall be received by the Purchasing Department only by appointment to discuss products with the Purchasing staff. Vendor applications may be obtained during office hours, and catalogs/supplies may be left for review. Any ~~useful~~^{helpful} information received from interviews, catalogs, ~~etc., and brochures~~ may be forwarded to departments by Purchasing.

B. Vendor List

~~Purchasing shall establish a Vendor List of bidders desiring to receive invitations to bid. A vendor will complete a Vendor Application to be placed on the list. The City does not pre-qualify vendors. To remain on the Vendor List, a vendor must return all invitations to bid with a price quote or marked "no bid". Two "no" responses to the invitation to bid within one year may subject the vendor to removal from the bidders list for a specific commodity. The City does not pre-qualify vendors.~~

C. Vendor Performance

The Purchasing Department shall monitor Supplier/Vendor performance and the conduct of ongoing supplier relations, including:

- a.) The management of technical interchange activities
- b.) Audits of vendor costs.
- c.) Accounting for equipment and materials owned by the and located on the ~~vendor's~~^{vendor's} premises.
- d.) Feedback on vendor performance.

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e.) The resolution of delivery, product, quality, and service problems.

f.) The handling of any claims against the vendor for failure to perform.

D. Vendor Removal Process and Documentation

Vendors may be rejected or removed for the following reasons:

1. Conviction of a criminal offense in connection with obtaining a public or private contract or subcontract or in the performance of such contract or subcontract.
2. Conviction under State or Federal statutes of embezzlement, records, or receiving stolen property.
3. Conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals.
4. Failure without good cause to perform in accordance with the terms or conditions of any contract.
5. Removal by another government entity for cause.
6. Violation of the ~~city's~~City's Code of Ethics or Conflict of Interest.
7. ~~Vendor~~The vendor is delinquent in sales or ad-valorem tax.
8. Submission of a valid complaint documented ~~from~~by a user Department.

The Purchasing Department, in conjunction with the Department Head, shall determine whether to suspend a vendor for ~~a one~~ year ~~period~~ or ~~to~~ remove a vendor from the ~~city's~~City's vendor list. The Mayor's office shall be notified immediately ~~notified~~ of the removal of a vendor.

The Purchasing Department shall notify the vendor of the City's intent to remove or reject the vendor and the reasons for the removal. The proposed vendor may state in writing ~~the reason that~~why removal is not warranted. Purchasing has 14 days to review and contact others before determining whether the vendor shall be removed. Written requests for appeals by the vendor shall be made to the Director of Finance. The decision of the Director of Finance is final.

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SECTION IV
PROCUREMENT POLICIES AND PROCEDURES

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PROCUREMENT POLICIES & PROCEDURES

For all purchases, ~~rental~~rentals, or ~~lease~~leases of goods, services, or construction, the following Purchase Requisition process will be observed regardless of the fund or funds from which the expenditure is being paid, including all related corporations.

A purchase order is required for every purchase made with City funds, regardless of the dollar amount. However, there are exceptions: direct pay, reimbursement, etc. The total purchase includes shipping, fees, and any other charges associated with the purchase. The information will be entered ~~in~~into the system through the requisition process.

A. Authorized List of ~~Purchaser~~Purchasers

A list, from each ~~department~~Department of those individuals who are authorized to make purchases and ~~those that~~who will enter requisitions, will be provided to the Purchasing Department. It is recommended that there are a few designees per ~~department~~Department authorized to make purchases. ~~Prior to~~ Before designating an individual as an authorized purchaser, each person will be required to attend training(s) and be well-versed in the policies and procedures of purchasing. Only personnel on the list will be authorized to make purchases for the ~~city~~City.

Authorized purchasers cannot make purchases using their ~~own~~ funds and request reimbursement without prior approval from the Purchasing Department or the department head due to tracking and sales tax.

Individuals authorized to enter requisitions shall keep their user ~~ID~~ID and password information confidential and may not give this information to anyone or allow another person to use this information.

~~C.B.~~ Approval of Expenditures

Each department budget is assigned to a department head and approved by the City Commission.

The department head will approve requisitions charged to the budget(s) assigned to them.

A department head may appoint alternate(s) ~~for the purpose of approving to approve~~ requisitions in the department head's absence, subject to prior approval by the Mayor or Finance Director.

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Individuals authorized to approve requisitions shall keep their user H.I.D. and password information confidential and may not give this information to anyone or allow another person to use this information.

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D.C. Purchases of \$0.01 - \$2,999.99

Competitive quotes are not required, although all departments are encouraged to compare prices and should always strive to obtain the best value.

1. A requisition ~~will~~needs to be submitted ~~prior to~~before making a purchase. ~~If, however~~ a purchase is made ~~prior to~~before submitting a Requisition, the items should be entered by 10:00 a.m. of the morning following the ~~purchase~~acquisition. The requisition must include the person entering the requisition, the requestor, the vendor, a detailed description of each item, ~~and the~~ number of units, the appropriate general ledger account number, delivery/shipment location, shipping/delivery charges, delivery terms, the due date, and the unit price for each line item. ~~If funds are not available, contact~~ Contact your department head to complete a budget transfer ~~if funds are unavailable~~.
2. The requisition shall be reviewed by the department head whose budget is being charged for approval and to verify the general ledger account number.
3. When making a purchase, ~~it is the responsibility of~~ the purchaser ~~to~~must advise the Supplier that the City is tax-exempt before the transaction ~~is performed~~.
4. Purchasing will convert the requisition to a purchase order, ~~which will encumber; this~~ encumbers the funds.
5. Upon receipt of goods or ~~services~~services, the department designee shall verify the goods received with the packing slip and perform the receiving process in the system. ~~Only entering exactly~~enter the exact amount of what has been received.
6. All invoices are to be sent directly to Accounts Payable from the vendor. When an authorized purchaser picks up an item at a store and receives an invoice, the purchaser shall write the requisition ~~number~~ or purchase order number on the invoice and send it to Accounts Payable.

Purchase orders will be printed for every purchase made and distributed to the departments by the Purchasing department.
7. Accounts payable will pay the invoice for all goods or services processed as received.

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E-D. Bids/Quotes for purchases of \$3,000.00 – 49,999.99

- a) A procurement the ~~department~~Department will handle: the City requires the authorized purchaser to contact three vendors for competitive quotes for each line item and scan each quote into the system when entering the requisition.
- b) If the ~~department~~Department wants Purchasing to handle the procurement: Email or fax a detailed description of the item(s), quantity, and account number to the Purchasing office. Purchasing will contact three vendors for quotes and enter the requisition and quotes in the system.
- c) Contact at least two HUBS' (Historically Underutilized Businesses) on a rotating basis.

COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS-Texas Local Government Code 252.0215 Competitive Bidding in Relation to Historically Underutilized Business

A municipality, in making an expenditure of more than \$3000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161 Texas Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

However, the City of Texas City encourages all department heads or their designees to contact HUBS in surrounding counties.

The Texas Comptroller of Public Accounts website allows you to search for HUB Vendors at <https://mycpa.cpa.state.tx.us>

- d) Written quotes must be obtained and forwarded to Purchasing with the requisition number documented or electronically attached to the requisition in the purchasing software system.
- e) For purchases where quotes are not solicited, enter one of the following descriptions in place of the quotes in the appropriate field on the Requisition:
 - Contracts enter the Bid number.
 - Emergency - enter a description of the emergency.
 - Inter-local Agreement
 - Professional, Personal, and Planning Services

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1. The requisition must include the person entering the requisition, the requestor, ~~the vendor~~ and a detailed description of each item, number of units, appropriate general ledger account number, delivery/shipment location, shipping/delivery charges, delivery terms, the due date, and the unit price for each line item. ~~If funds are not available, contact Contact~~ your department head to complete a budget transfer ~~if funds are unavailable~~.
2. The requisition shall be reviewed by the department head whose budget is being charged for approval and to verify the general ledger account number.
3. For purchases of \$3,000 or more, the purchase requisition must be approved by the Purchasing Coordinator, and the Director of Finance before ~~making~~ the purchase ~~can be made~~.
4. Upon approval(s), the Purchasing Department will convert requisitions ~~that have been~~ entered and approved by 4:00 p.m. to a purchase order and encumber the funds. The purchase orders will ~~print~~ be printed each morning in the Purchasing Department and distributed to the appropriate departments.
5. The authorized purchaser can then proceed with the order. The actual purchase order should be given to the Supplier, or at a minimum, the P.O. number needs to be given so all invoices and documentation relating to the purchase will reflect the purchase order number. ~~It is the responsibility of the The~~ purchaser ~~to advise~~ advises the Supplier that the City is tax-exempt before the transaction ~~is performed~~.
6. Upon receipt of goods or services, the department designee shall verify ~~the goods~~ received with the packing slip and perform the receiving process on the system. Only ~~entering exactly~~ enter precisely what has been received.
7. Accounts payable will pay the invoice for all goods or services processed as received.

E. Purchases of \$50,000.00 or more

All purchases, ~~rental~~ rentals, or ~~lease~~ leases of goods, services, or construction anticipated to be \$50,000.00 or more require bids or proposals as outlined in Section V. Formal Sealed Bids and Proposals.

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F. Emergencies

The definition of an Emergency purchase is a purchase that is required immediately to remedy a situation that endangers public safety, public health, or a public calamity or unforeseen damages to public property.

~~For example: An emergency requires the immediate purchase of items or services during non-business hours, such as weekends or holidays, an emergency arises. In that requires immediate purchase of items or services, the department case, the Department~~ may make such a purchase not ~~in accordance with~~ following the policies and procedures ~~set forth~~ outlined in this document. However, ~~the department must~~, during the next business day, ~~the Department must~~ enter the requisition to obtain a purchase order number for the emergency purchase. Lack of planning does NOT constitute an emergency.

1. The Department Head shall contact the Director of Finance ~~or~~ and the Mayor.
2. The department designee shall enter a purchase requisition with the pertinent information, ~~and~~ an adequate explanation of the ~~reason for the emergency and the~~ The Department Head should contact Purchasing to process the Purchase Order.
3. Bidding requirements are waived ~~or~~ in emergencies.

G. Purchases that are to be handled by the Purchasing Department

1. ~~Computer and Technology-Related Items~~ - Departments must ~~contact the Purchasing department by email or fax~~ the Director of Information Technology for all ~~purchases of~~ computer equipment, software, ~~technology-related~~ items, and ~~services~~ service purchases. All requests must include a detailed description of the item(s), quantity, and account number. The Purchasing department will not process any request without prior written authorization from the Information Technology (~~IT~~) I.T. Director.

The request will be reviewed by the Information Technology (~~IT~~) I.T. Director for comments and technical evaluation. ~~IT~~ I.T. will prepare comments and alternatives, if necessary. The IT Director will ~~review for~~ verify compliance with the computer equipment standard policies and procedures and ~~will~~ prepare the technical specifications.

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~~All requisitions for the purchase of computer related items must be reviewed and approved by the IT Director.~~

~~Once approved, the Purchasing Department will obtain bids, complete the purchase order, and place the order with the vendor.~~

2. **Lease and Maintenance Agreements** - The City may execute, perform, and make payments under a contract with any person for the purchase or other acquisition of any personal property or financing thereof in accordance with Section 271.005 of the Texas State Statutes.

The contract may be in the form of a lease, a lease with an option or options to purchase, an installment purchase, or any other form considered appropriate by the City. The debt may be payable from a pledge of all or any part of the revenue, funds, or taxes available to the governing body. In entering into the contract, a municipality must comply ~~with the requirements of requirement~~ Chapter 252 pertaining to competitive bidding and competitive proposal requirements.

To determine the applicable bidding standards, Purchasing shall add the sum of all payments over the ~~term of the~~ total contract period and ~~shall~~ issue the purchase order for all lease and maintenance agreements.

3. **State Contract Purchases** - All items to be purchased on the state contract through the Texas Facility Commission will be requested by completing a purchase requisition and obtaining department head Approval.

The Purchasing Department will complete all state forms and the State Purchase Requisition and place the orders for state contract purchases. In some instances, the ~~department~~Department will place the order, and Purchasing will follow up with confirming paperwork, if the ~~state~~State allows.

H. **Types of Contracts or Purchases**

The purchase requisition process outlined will be followed by an authorized purchaser or the Purchasing Department for the following types of purchases.

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1. **Annual Contract Purchases** - Annual Contracts will be utilized for materials, supplies, or services regularly needed for City operation and will be competitively bid by the Purchasing Department.

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~~As annual contracts are bid and awarded,~~ Purchasing will provide each ~~department~~Department with the contract information ~~as annual contracts are bid and awarded.~~ Copies ~~will need to~~must be made in the ~~department~~Department and distributed to the authorized purchasers.

2. **Cooperative Purchasing Agreements** - The Inter-local Cooperation Act, Government Code Section 791, allows local governments to contract with and between each other to provide governmental functions and services and to join together in contracting with others to provide goods and services.

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Local Government Code Chapter 271 allows local governments to purchase goods on the State's purchasing contracts and allows the State to solicit bids on the local government's behalf.

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The City presently has inter-local contracts with Purchasing Cooperatives. These may be used to purchase goods and services for the City. The City can also ~~choose to~~ join another entity with an ~~inter-local~~Interlocal agreement to purchase goods or services at a more advantageous price or with better contract terms. If you would like to use a cooperative contract, please contact Purchasing for a list of current programs available and how to purchase using this process.

3. **Insurance Broker** - The City may select an insurance broker on a fee basis as the City's broker of record to obtain insurance proposals and coverages for all the City's liabilities, provided the broker of record may not be remunerated by any other source. This should bar the broker from any commissions or insurance purchased by the City or from placement fees from any insurance company insuring the City.

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4. **Professional, Personal, and Planning Services** - Professional services are exempted from the competitive bidding process and are procured through ~~the use of~~ Request for Qualification (RFQ) documents. The Purchasing department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and ~~or~~ professional services included in the RFQ documents is the sole responsibility of the requesting ~~department~~Department.

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Texas Government Code, Chapter 2254, Subchapter A, Professional Services, states that contracts ~~for the procurement of to procure~~ defined professional services may not be awarded ~~based on the basis of~~ competitive bids. Instead, they must be awarded on the basis:

1. Of demonstrated competence and qualifications to perform the services;
2. For a fair and reasonable price;
3. Fees are allowed;
4. Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
5. ~~May it may~~ not exceed any maximum provided by law.

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~~Selection and award of those~~Those services ~~needs should~~ not be ~~made selected and awarded based on the basis of~~ competitive bids ~~but~~. However, they shall be awarded ~~based on the basis of~~ demonstrated competence and qualifications for the services performed.

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Contracts shall be awarded for those asking fair, reasonable prices, as long as the fees are not higher than published recommended practices and fees of the various associations and do not exceed the maximum provided by the State Law (Government Code Chapter 2254, Professional Services Procurement Act).

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Professional Services ~~for the purposes of under~~ Government Code Chapter 2254 are defined as those "services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse."

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The City shall use a two-step selection process. First, the entity shall select an individual or firm capable of performing the service, ~~based on the basis of~~ demonstrated competence and qualifications. The City shall then enter into negotiations on the contract at a fair and reasonable price.

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If the City ~~is unable to cannot~~ negotiate a satisfactory contract with the most highly qualified individual or firm, it shall formally end negotiations and proceed with the ~~next following~~ most highly qualified until ~~a contract an agreement~~ has been made. ~~A contract made in violation of An agreement that violates~~ this ~~act Act~~ is void as against public policy.

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Homeland Security Funds -- Prior to procuring or entering into a contract(s) for any goods/services, utilizing Homeland Security funds, the Purchasing Coordinator for the City must check the debarment status of the vendor using the EPLS system (<https://www.SAM.Gov>) and document that verification has been done. This policy applies to the procurement of all goods or services regardless of the cost or quantity.

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The Purchasing Coordinator will search the EPLS system for the vendor. If the vendor is found to be debarred, that vendor may not be used for procurements utilizing Homeland Security Funds. If the vendor is not debarred, print the screen page, and retain it with the procurement documentation. A copy of the screen print indicating the vendor is not debarred, at the time of purchase, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

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Records of vendors verified should be retained for audit purposes (maintain a copy of the screen print verification from the EPLS website) throughout the record retention period for the particular grant.

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I. Contract Cost and Price

1. The non-Federal entity must perform a cost or price analysis ~~in connection with~~ concerning every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis ~~is~~ are dependent on the facts surrounding the particular procurement situation, ~~but~~ However, as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
2. The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed, the risk borne by the ~~contractor~~ Contractor, the ~~contractor's~~ Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
3. Cost or prices based on estimated costs for contracts under the Federal award are allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its ~~own~~ cost principles that comply with the Federal cost principles.
4. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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J. Purchase Orders Not Required

Purchase Orders are not required for the following:

1. Travel or education reimbursement vouchers
2. telephone, utility, and garbage bills
3. Commission Salaries
4. Expense and travel report/mileage reimbursement
5. Petty Cash Vouchers
6. Withholding and FICA taxes and retirement
7. Election Salaries

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K. Cancellation of a Purchase Order

The Purchasing Department, in conjunction with the department head, will review all outstanding purchase orders at least quarterly and may cancel merchandise that has not shipped within a 90-day period, subject to the Director of ~~Finance's~~ Finance's approval. Except for Capital Improvement Projects and other Capital items, as determined by the Finance Director, purchase orders over 90 days old may not be carried into the next fiscal year.

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When a department wishes to cancel an order and a purchase order has been issued, an authorized purchaser shall send a copy of the purchase order to the Purchasing Department with an explanation so the purchase order can be canceled.

L. Open Records Policy

~~Release~~The release of bids is subject to the Public Information Act. Trade secrets and confidential information ~~in competitive sealed bids~~ are not open for public inspection. ~~in competitive sealed bids~~. All proposals are ~~open~~available for public inspection after the contract is awarded, but trade secrets and confidential information ~~in the proposals~~ are not ~~open~~available for public inspection. All ~~request~~requests for information ~~pertaining to~~about purchasing contracts, bids, and proposals must be in writing and directed to the City ~~Attorney's~~Attorney's office.

M. Prompt Payment

Section 2251 of the Government Code, commonly known as the Prompt Payment Act, sets out required deadlines for payment of a government's obligations to its vendors, requirements for vendor's payments to their subcontractors, and penalties for failure to comply with the Act and exceptions to the Act.

Unless the City provides otherwise on the purchase order or contracts, the Act requires political subdivisions to pay all payments owed not later than 30 days after the goods or services are received, or the date the invoice is received, whichever is later. Interest automatically accrues at one percent (1%) per month. The Act also requires vendors to follow the same rules for payments to their subcontractors. Subcontractors must pay their suppliers, material men, and ~~servicemen~~service members within ~~40~~ten days of receipt of their payment.

When the City believes ~~there is~~an error is received from a vendor, it has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the City, the vendor must submit a new invoice, and the City has 30 days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date of the invoice. Notice shall be sent to the vendor by ~~the~~ Administration following discussions with the Department.

N. Sales Tax Exemption

Tangible personal property incorporated into ~~the~~ realty of the City under ~~the~~ Texas Tax Code

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151.309 Or 51.310 is exempt from sales and use tax. This includes materials used in a lump sum and separated contracts.

In addition, tangible personal property that is necessary ~~or essential~~ to the performance of a contract for the City is exempt if the property is completely consumed at the job sites. Tangible personal property is completely consumed if, after being used once for its intended purpose, it is used up or destroyed. Machinery and equipment are not exempted, ~~and the contractor,~~ The Contractor owes tax on the purchase, lease, or rental of machinery, equipment, repair or replacement parts, and accessories for the machine or equipment.

Taxable services purchased for use in performing the contract will be exempt from tax if the service is performed at the job site, and the service is either expressly required under the ~~contract~~ Agreement or is integral to the performance of the contract.

~~Sales~~ The contractors issue sales and use tax ~~—~~ exempt certifications and Texas resale certificate forms ~~are issued by the contractors~~ directly to the suppliers.

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SECTION V
FORMAL SEALED BIDS AND PROPOSALS

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FORMAL SEALED BIDS AND PROPOSALS

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The following process will be observed for those bids or proposals ~~that are~~ anticipated to be \$50,000.00 or greater, regardless of the fund or funds from which the expenditure is being paid, including all related corporations.

Competitive Sealed Bid: is used for ~~a~~ procurement of goods or services, construction, repair, or renovation of a structure, road, highway, or other improvement or addition. ~~Referred and is referred~~ to as a BID.

Competitive Sealed Proposal: is used ~~for a procurement of to procure~~ high-technology products or other services. The specification is written using performance standards rather than the description of the good or service. Proposals may incorporate entirely different hardware or services to accomplish the same performance. Under Section 252.042 of the Local Government Code, requests for procurement of high technology must solicit quotations and ~~must~~ specify the relative importance of price and other valuation factors. Referred to as an RFP- Request for Proposals.

A. Starting the Bid or Proposal Process

1. All projects, items to be purchased, the services desired, or the scope of work to be performed, subject ~~for to~~ bid or proposal, must be submitted and approved by the department head and Mayor.
2. ~~Department~~The department head or their designee must ~~provided~~provide an appropriate general ledger account number that ~~has been approved by~~ the Director of Finance, ~~this ensures that if a~~ has approved. Finance will prepare any required budget transfer or budget amendment ~~needs to be done~~.
3. Once approved by the department head and Mayor, the Specification, Scope of Work, or Scope of Service, requirements, Drawings, and other documents to be included in the bid package are forwarded to Purchasing.

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A Specification or Scope of Work is no more than an accurate description of the material or equipment to be purchased or the work to be performed. All specifications shall be clear and definite and ~~shall~~ permit competitive bidding except for ~~those~~ items ~~which that~~ may be noncompetitive due to patent rights, etc.

The Public Works Department or Transportation and Planning Department is responsible for contracting for public improvements, including construction work, repair or renovation of a structure, or other improvements to real property. Public Works or Transportation and Planning will prepare the technical specifications and may complete the bid specifications with input from the appropriate departments.

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~~1.4. a-Once the department head and Mayor approve, the detailed description of the bid request, and the number of units, the appropriate general ledger account number, and delivery/shipment location. If funds are not available, contact must be sent to purchasing. Contact your department head to complete a budget transfer if funds are unavailable.~~

~~2. The requisition shall be reviewed by the department head whose budget is being charged for approval and to verify the general ledger account number.~~

~~3. The requisition shall be reviewed by Purchasing, the Director of Finance or the Mayor for approval.~~

~~Upon approvals of the requisition,~~

4.5. Purchasing will:

- a. Assign a bid number, prepare the bid package, and handle the sealed bid process.
- b. Reserve the Conference Room for the bid opening.
- c. Prepare the bid package forms and bid folder consisting of the Bid Register for all bids ———received, the Pre-Bid Sign-In Sheet, the Bid Opening Sign-In Sheet, and the Bid Tabulation ———to document the opening.

5.6. Purchasing will advertise the Notice to Bidders; the date of the first publication is ~~to be~~ at least 14 days ~~prior to~~ before the date set for opening said bids. (21 days is preferred to allow more time for bidders to respond.)

In the case of public improvements, the City must mail a notice containing the information required to any organization that:

- a. Requests in advance that notices for bids be sent to it;
- b. Agrees in writing to pay the actual cost of mailing the notice; and
- c. Certifies that it circulates notices for bids to the construction trade in general.

The City shall mail a notice required on or before the date the first newspaper advertisement is published.

B. Bid or Proposal Documents

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4-7. Notice to Bidders (Invitation to Bid) Requirements include:

- An identification number, Bid Number. Vendors must refer to this number when making inquiries and purchasing staff must be able to trace all transactions to this number.
- A description of the items to be purchased or the scope of work or services to be performed.
- States the address or location that where a bid package may be obtained or examined.
- States the closing date and hour for submitting bids and proposals and the Purchasing office address where the bids are to be submitted.
- States the time and place that bids will be opened.

5-8. General Standard Terms/Conditions – All conditions of doing business with the City which remain constant for contracts and purchases unless specifically deleted or if applicable.

6-9. Instructions to Bidders, including, but not limited to:

- A date, time, and place of where the bids are due and will be opened.
- Bid Guarantee requirements, if applicable.
- Performance and Payment Bond requirements, if applicable.
- The factors to be used to evaluate the proposals and weights attached to each factor. Evaluation factors may include price, experience, ability to respond in a timely manner promptly, past recommendations, safety record, financial soundness and other factors, etc.
- Contact personnel for information.
- Bidders' Qualifications to bid.
- Insurance Requirements.

7-10. Special Conditions - Terms and conditions specific to this bid, including length of the time to complete the project or delivery time, and liquidated damages, if any.

8-11. Specification or Scope of Work - A detailed description of the item(s) to be purchased, the services desired, or the scope of work to be performed.

9-12. Bid Form - The offer: prices should be provided by the unit cost and total cost or by a lump sum.

C. Receiving Bids or Proposals

1. All bids and proposals will be received by the Purchasing Department and placed in a locked file until the date set for the opening. No responsibility will be attached

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to an officer for the premature opening of a proposal not properly addressed and identified.

2. Faxes or emails will not be accepted for sealed bids or proposals.

~~2. Faxes are acceptable for obtaining competitive bids on investments. All securities, including certificates of deposit not covered under the City's depository contract, may be purchased or sold only after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment.~~

D. Opening Bids or Proposals

1. ~~The Purchasing will conduct the~~ bid and proposal openings ~~will be conducted by Purchasing and which~~ will take place in the City Hall Conference Room, City Hall Council Room, or Public Works Conference Room.
2. All bids received will be publicly opened, read aloud, and documented at the bid opening.
3. All proposals will be opened, but not read aloud. The contents of any proposal will not be disclosed ~~so as to~~ be available to competing offerors during the negotiation process. RFPs are public ~~record~~ records only after the contract is awarded.
4. A bid that is opened may not be changed ~~for the purpose of correcting to correct~~ an error in the bid price. The bidder may, however, withdraw a bid within 24 hours after the bid opening due to a material mistake in the bid.

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E. Tabulating and Selecting

1. Bids - Purchasing will verify the bid totals ~~will be verified by Purchasing.~~ A Bid Tabulation will be prepared by the ~~department or by~~ Department of Purchasing and attached to the recommendation.
2. Proposals - the price and other evaluation factors will be ranked and evaluated, and a tabulation of the results will be prepared and attached to the recommendation.
3. Discussions ~~in accordance with~~ per the terms of the request for ~~proposals~~ proposal may be conducted with offerors who submit proposals and ~~who~~ are determined to be reasonably qualified for ~~award of the contract.~~ award. Offerors shall be treated fairly and equally ~~with respect to any opportunity for discussion~~ discussing and ~~review of~~ reviewing proposals. ~~To obtain the best final offers,~~ Revisions may be permitted after submission and before the award to obtain the best final offers.
4. For procuring professional, personal, or planning services, the City shall use a ~~two-two~~ step selection process. First, the City shall select an individual or firm capable of performing the service, based on their demonstrated competence and qualifications. The City shall then enter into negotiations on the contract at a fair and reasonable price. If the City is unable to negotiate a satisfactory contract with the most highly qualified individual or firm, it shall formally end negotiations and proceed with the next most highly qualified until ~~a contract~~ an agreement is made.

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In determining who the low bid is, the governmental entity may ~~take into account~~ consider the safety record of the bidder if:

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- a. The City Commission adopted a written definition and criteria for accurately determining the safety record of the bidder; and
- b. Has given notice to prospective bidders in the bid documents; and
- c. The determinations are not arbitrary and capricious.

F. Disqualifying Bidders

Bidders may be disqualified, and their Bid or Proposal not considered, among other reasons, for any of the following specific reasons:

1. Received after the date or time stated for the bid opening.
2. Unbalanced value of any items.
3. Reason for believing collusion exists among the Bidders.
4. ~~Being~~They are interested in any litigation against the City.
5. Being in arrears on any existing contract or ~~having defaulted~~defaulting on a previous contract.
6. Lack of competency ~~as~~—revealed by a financial statement, experience~~—and~~, equipment, questionnaires, etc.
7. Uncompleted work, which in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
8. Failure to ~~use colored bid form furnished by the City, and failure to properly~~correctly complete the bid form.
9. Failure to submit bid security.
10. Failure to acknowledge receipt of an Addendum.

G. Bid Protest

1. Protestors may file a protest ~~on~~at any phase of solicitation or award. ~~The protest~~objection should be addressed to the Director of Finance~~—and~~, state the reasons for the protest, and include exhibits or other evidence substantiating their claim.

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- The protest should be ~~prior to~~before the award by City Commission. The City will delay the award until the next commission meeting until the Director of Finance has met with the Department head and Purchasing Department to discuss the protest. ~~The decision of the~~ Director of Finance is will make a recommendation to the Mayor who has the final decision on the protest.

H. Awarding / Rejecting of Bids or Proposals

The ~~City's~~City's corporations, including ~~but not limited to,~~ the ~~Texas City Economic Development Corporation, Texas City Foreign Trade Zone Corporation, Public Facilities Corporation, Texas City Industrial Development Corporation, Danforth Health Facilities, Texas City Cultural Arts Foundation, Texas City Historic Preservation Corporation~~ and any others that may be formed in the future, will have the fiscal year budget approved by the City Commission. ~~Once the City Commission approves~~adopts a ~~corporations~~corporation's fiscal year budget, expenditures included in the budget will be approved by the ~~Corporation's~~Corporation's Board of Directors ~~and.~~ They will not require subsequent approval by the City Commission. ~~The City Commission shall, however, receive a copy of the awarded or rejected bid(s).~~

All formal bids or proposals, except as provided hereinabove, are presented to and ~~require approval and award by the City Commission~~ ~~who, which~~ may make an award or reject ~~any or all bids or proposals.~~

All formal bids or proposals that are over-budget; do not meet specifications; or fall under any or all issues listed in item F - Disqualifying Bidders - Section V, Page 5 must go before City Commission for their approval to reject all bids received. ~~The department head/project administrator is required to~~must get prior approval from the Mayor to re-bid before the Commission considers the rejection of the ~~prior~~preceding bid. ~~Any re-bid is subject to the approval or~~ rejection of all ~~prior~~previous bids by the City Commission.

- If the competitive bidding requirements ~~applies~~apply to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or ~~to~~ the bidder who provides the municipality's goods or services at the best value ~~for the municipality.~~
- For proposals, the contract is awarded to the responsible ~~offer~~offeror whose proposal is determined to be the lowest evaluated offer, considering the relative importance of the criteria stated in the Request for Proposals.
- For professional services, the contract is awarded to the individual or firm asking for fair, reasonable prices, as long as the fees are not higher than published

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recommended practices and fees of the various associations and do not exceed the maximum provided by the State Law.

4. For public work/improvements, the contract may not be awarded to a bidder who is not the lowest bidder unless:
 - a. Before the award is made, each low bidder is given notice by certified mail of the proposed award, and
 - b. Each low bidder is given the opportunity to appear before the City Commission and present evidence concerning the bidder's responsibility.

I. **Contracts and Purchase Orders**

1. Upon approval by the City Commission, Purchasing, or in some instances the City Attorney's office, department head, or a consultant, shall prepare the contract documents. The City Attorney shall review all contracts regardless of the contract's origin. Purchasing will send the contracts to the Supplier or Contractor to execute.
2. Upon receipt of signed contracts, bonds, insurance, and other documents requested in the bid, the contracts will be routed internally for the necessary signatures.
3. Purchasing will enter the purchase information in the system; convert the requisition to a purchase order, which will to encumber the funds.
4. Upon complete execution of the contracts, the purchase order and contracts will be distributed. The authorized purchaser can place the order for goods or issue a written "Notice to Proceed" for a project. All invoices are to be sent directly to Accounts Payable from the vendor.
5. The successful bidder may not assign their rights and duties under an award without the written consent of the Mayor. Such consent shall not relieve the assignor of liability in the event of default by their assignee.

J. **Certificate of Insurance and Bonds**

1. The Purchasing Department shall collect the Certificates of Insurance, Performance Bonds, and Payment Bonds.

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2. A master file of all insurance certificates will be maintained in the Purchasing Department.
3. ~~Good~~Suitable and sufficient Performance and Payment Bonds must be in the ~~full~~total amount of the contract and executed ~~in accordance with~~per Chapter 2253, Government Code, with a surety company authorized to do business in this ~~state~~State.
4. The original bond(s) will be attached and filed with the City's contract.

K. Non-Construction Change Orders

All change orders will be routed through the Purchasing Department to ensure appropriate funds are available, verify the new contract amount, and ~~to~~ revise the Purchase ~~order~~Order in the system.

Change Orders for purchases of materials, equipment, and ~~or~~ supplies, **not construction** contracts, as per Section 252.048 of the Local Government Code:

1. If changes in plans or specifications are necessary after the performance of the contract ~~is~~has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
2. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated ~~for that purpose~~ from available funds or is provided for by the authorization of the issuance of time warrants.
3. If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order. (Finance Director or the Mayor)
4. The original contract price may not be increased under this section by more than 25 percent. ~~The original~~ Without the Contractor's consent, the initial contract price may not be decreased under this section by more than 25 percent ~~without the consent of the contractor.~~

L. Construction Change Orders

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Change Orders for a construction contract as per section 271.060 of the Local Government Code. After the performance of a construction contract begins, the governing body may approve change orders if necessary to:

1. Make changes in plans or specifications; or
2. Decrease or increase the quantity of work to be performed or materials, equipment, or supplies to be furnished.
- a. ~~The A change order may not increase the~~ total cost of a contract ~~may not be increased by a change order unless a~~ provision has been made ~~for the payment of to pay~~ the added cost by ~~the appropriation of appropriating~~ current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.
- b. A contract with an original ~~contract~~ price of \$1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent.
- c. A governing body may grant authority to an official or employee responsible for purchasing or ~~for~~ administering a contract to approve a change order that involves an increase or decrease of \$50,000 or less.

M. Default on a Delivery

1. The City reserves the right to demand bond or liquidated damages to guarantee delivery by the date indicated. If the order is given and the Supplier fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability ~~on its part.~~ All prices are to be F.O.B. Texas City, Texas, all freight prepaid.
2. In case of default of the successful bidder, the City of Texas City may procure the articles from other sources and hold the bidder responsible for any excess cost ~~occasioned thereby.~~

N. Receipt of Goods / Service or Project Completion

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1. Upon receipt of goods or services or the completion of a project, the department designee shall verify the goods or services received and perform the receiving process on the system. Only entering ~~exactly~~precisely what has been received.
2. Accounts Payable will pay the invoice for all goods or services processed as received.

O. Annual Contracts

Material supplies or services ~~which are~~ regularly needed for city operation will be bid by the Purchasing Department throughout the year and awarded to the lowest and best bidder on a unit-cost basis. The following are ~~the~~ conditions ~~to of~~ an annual contract:

1. In most instances, the length of the ~~agreement~~Agreement shall be for one (1) full year. The ~~contract may be extended by the~~ Purchasing Department ~~may extend the contract~~ for additional years if both parties ~~to the contract~~ are in ~~agreement~~Agreement and the unit rates are minimally changed or unchanged.
2. As per 252.047 Texas Local ~~Govt~~Government Code, the approximate quantities shall be provided in the bid documents. The City reserves the right to increase or decrease these quantities during the contract period.
3. The City reserves the right to cancel this ~~agreement~~Agreement upon thirty (30) days' written notice with good cause.
4. Orders will be placed on an as-needed, when-needed basis.
5. The City reserves the right to require samples on any item ~~prior to~~before the bid award.
6. Purchasing will forward contract information to the departments. All City departments are required to use the annual contracts that are on file.

P. Recycled Materials

—The City of Texas City supports a recycling program. Recycled materials are acceptable —and will be considered for award. The City desires to use recycled products when a —comparable material/product is available. If your company distributes products made of —recycled materials, please submit an alternate bid for the items requested. All recycled —products should meet the minimum standards established in the bid specifications —provided. State any exceptions, costs, warranties, and percentage of ~~recycle~~recycled materials —used ~~in the to~~ manufacture ~~of the~~

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material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Q. **Bidding Exemptions**

The competitive bidding or proposal requirements do not apply and include the following:

1. Items purchased in case of public calamity ~~or,~~ to relieve the citizens' needs ~~of the citizens,~~ or to preserve City property.
2. Items purchased to protect the public health or safety of residents of the City.
3. Items that are necessary because of unforeseen damage to public property.
4. Procurement for personal, professional, or planning services.
5. Work that is performed and paid for by the day as the work progresses.
6. ~~A purchase~~Purchase of land or a right-of-way.
7. Items available from only one source, such as:

~~a-a~~ Patented, copyrighted, natural monopoly;

~~e-b~~ Films, manuscripts, or books;

~~e-c~~ Electric, gas, or other utilities;

~~g-d~~ Captive replacement parts or components for equipment;

~~i-c~~ Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the material.

~~k-f~~ Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

8. Purchase of rare books, papers, and other library materials for a public library.

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- 9. Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on the property that will benefit from the improvements.
- 10. A public improvement project, already in progress, authorized by the voters of the City, for which ~~there is a deficiency of funds~~ are deficient for completing the project ~~in accordance with~~ following the plans and purposes ~~authorized~~ approved by the voters.
- 11. A payment under a contract by which a developer participates in ~~the construction of~~ constructing a public improvement as provided by Subchapter C, Chapter 212.
- 12. Personal property sold at a public auction by a licensed auctioneer, or sold at a going ~~out of~~ business sale, or sold by another political subdivision of the State, a State agency or Federal government, or under an inter-local contract for cooperative purchasing administered by a regional planning commission established under Chapter 391.
- 13. Services performed by blind or severely disabled persons.
- 14. Goods purchased by the City for subsequent retail sale by the City.

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SECTION VI
~~CITY'S~~ CITY'S PUBLIC AUCTION

(SECTION RESERVED FOR EXPANSION)

SECTION VII
INSURANCE REQUIREMENTS

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INSURANCE REQUIREMENTS

Whenever the City contracts with an outside party (~~contractor~~Contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be ~~execute~~executed upon award of the contract, that transfers the risk of the project from the City to the ~~contractor~~Contractor. Because the ~~contractor~~Contractor may or may not have the financial resources to handle the risks ~~that are~~ transferred in the contract, the City requires that the Contractor purchase and maintain insurance ~~be purchased and maintained by the contractor~~ for financial security.

Most contracts are tailored for individual projects and programs; therefore, every contact document should address certain ~~elements of the~~ insurance elements required ~~should be addressed in every contact document.~~ One of the most ~~important~~critical elements is the actual insurance coverage which includes the coverage types and limits that ~~are dependent upon~~depend on the nature of the project/program. A summary of the various types of policies and the coverages they provide is illustrated in Exhibit 1 and ~~are~~is discussed in greater detail in the remainder of this section.

Although not all of the coverages are required for every project (and limits will vary by exposure), understanding the coverages provided by these policies is ~~important~~essential to assureensure that all of the City's potential liabilities and ~~exposures~~vulnerabilities from the project are properlyadequately protected.

EXCEPTIONS TO INSURANCE REQUIREMENTS

Periodically, the City will need to contract for small projects that ~~attracts~~attract only the smaller ~~contractor~~Contractor who, typically, does not carry any insurance except automobile and truck coverage (as required by State law). ~~In order to~~ To complete these projects, Commercial General Liability Insurance may be waived, providing the project meets the following criteria:

1. The cost ~~of the project~~ (including maintenance projects) is less than \$5,000.
2. The work performed will not be in public areas or will be performed after closing hours. Contractors hired for electrical, or other hazardous projects must always be insured. Projects ~~that are~~ on or adjacent to public streets may or may not be insured at the discretion of the Department Head.

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3. Commercial general liability insurance coverage will always be required if the work ~~will be done~~ is under ~~the~~ City employee's direction or supervision ~~of a City employee~~.

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4. **For Auto/Truck Liability Insurance**, if the ~~contractor's~~ Contractor's vehicles are used in the execution of these small projects, then auto and truck liability insurance must always be required (this is required by state law). The City may accept the State's minimum limits and waive the additional insured requirement. The ~~contractor~~ Contractor must provide the City with proof of insurance before beginning work.

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WORKERS COMPENSATION INSURANCE

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BUILDING AND ~~CONSTRUCTION~~ CONSTRUCTION PROJECTS

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By State law, contractors and subcontractors hired for building and construction projects must always provide workers' compensation (w/c) insurance for their employees regardless of the project's cost ~~of project~~. The Texas ~~labor~~ Labor Code defines building or construction as:

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

EXCEPTION TO WORKERS' COMPENSATION INSURANCE

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Sole Proprietor or Partnership

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a. W/C insurance is not required if the ~~contractor~~ Contractor has no employees or subcontractors.

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INDEPENDENT CONTRACTOR AGREEMENT

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~~Whenever any insurance coverages are waived, the contractor~~ The Contractor must sign the ~~city's~~ City's one-page indemnity agreement/affirmation of independent contractor relationship form ~~whenever insurance coverages are waived~~.

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PROOF OF INSURANCE

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~~Prior to~~Before commencing work, the ~~contractor~~Contractor must provide proof of insurance for those coverages required by the City.

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INSURANCE REQUIREMENTS OF CONTRACTS

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POLICY

PURPOSE OF COVERAGE

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Commercial General Liability

Bodily Injury and property damage liability to third parties arising out of business ~~premise~~premises or

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operations.

Comprehensive Auto Liability

Bodily injury and property damage liability to third parties arising ~~out of~~ vehicles.

from

~~Worker's~~Worker's Compensation and ~~Employer's~~Employer's Liability Employees injured on the job.

~~Builder's~~Builder's Risk Insurance theft, wind, ~~course of~~

Property Insurance (fire, ~~"all-risk"~~ etc. during ~~the~~ construction.

Installation Floater

~~Property~~ insurance for equipment ~~to~~ ~~be~~ installed at a City facility and ~~stored on~~ site or at remote locations.

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Owner & Contractor Protective Liability

Bodily injury and property damage to third parties arising ~~out of~~ from a project. ~~The~~ City is insured.

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specific ~~the~~ named-

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Umbrella Liability
~~following follows~~
the primary liability

Excess liability coverage
the form of
policies.

Excess Liability

Excess liability coverage for specific
areas.

Professional Liability
(Errors & Omissions)

Bodily injury and property damage to
~~_____~~ third
parties arising ~~out-offrom~~ the ~~_____~~
~~_____~~
~~_____~~ rendering or failure to
render proper ~~_____~~
~~_____~~ professional
services.

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Medical Malpractice Liability

Bodily injury & property damage
arising ~~out-offrom~~ the rendering or

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failure.

Commercial General Liability (CGL) Insurance

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The ~~Contractor purchases the~~ commercial general liability (CGL) policy ~~is purchased by the~~
~~contractor~~ to protect against ~~—~~third-party bodily injury and property damage liability claims
arising from the premises and operations of the ~~contractor, Contractor~~ and their products and
completed operations.

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If properly structured, the CGL will also cover bodily injury and property damage liability of
others ~~which—the~~ ~~contractor, Contractor~~ assumes in a contract; liability arising from
~~certain specific~~ personal and advertising injuries (such as libel, slander, and false arrest);
certain medical payments; and fire legal liability. Exhibit 2 provides an overview of the various
coverage provisions of the CGL and their purpose.

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By naming the City of Texas City as an additional insured on this policy, the same protection
is extended to the City for any covered loss arising from the actions of the
~~contractor, Contractor~~ or subcontractors. This protection is critical for the City should the City
be named as a defendant in a legal action arising ~~out-offrom~~ the ~~contractor's, Contractor's~~
negligence on a City project.

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This policy's coverage can be triggered in two ways, depending on the type of CGL policy
purchased by the ~~contractor, Contractor~~:

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- Occurrence Trigger:

~~The~~ When the loss occurs, the policy in force ~~at the time the loss occurs~~ responds to the loss regardless of when the loss is presented; the project could be completed, and the policy expired some time ago, yet coverage would still be available. This is the Preferred CGL Policy for the ~~City's~~ City's protection.

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- Claims-Made Trigger:

Policy coverage is triggered when the claim is presented to the insurer. The policy currently in effect at the time will respond to the loss. Due to certain time restrictions on claim reporting or if the ~~contractor~~ Contractor no longer has a CGL, there may be no coverage. The ~~contractor~~ Contractor and City could be held directly responsible for ~~and any~~ claim settlement.

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COMMERCIAL GENERAL LIABILITY (CGL)

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Policy Overview

COVERAGE

CGL Insuring Agreement

Fire Legal Liability

~~tenant~~ tenant's

PURPOSE OF COVERAGE

Bodily injury and property damage ~~—~~ liability arising out of premises (on ~~—~~ site) or operations of the insured ~~—~~ ~~contractor~~ Contractor.

Fire damage liability to City owned premises arising ~~out — off from~~ a operations.

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Personal Injury Liability

False arrest, malicious prosecution, libel, slander, defamation of character.

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Medical Payments

Medical expenses incurred by the general public while on the covered premises, regardless of proven fault.

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Explosion, Collapse, and Underground Hazards

Property damage liability for blasting, excavating, land grading, tunneling, etc.

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Liquor Liability

Bodily injury and property damage — liability arising ~~out of the sale, distribution from~~ selling, distributing, serving, or furnishing of alcoholic beverages.

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Contractual Liability

Liability is assumed in a contract.

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SPECIFIC CGL COVERAGES FOR CITY CONTRACTS

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Contractual Liability

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Contractual liability coverage is designed to ~~provide protection for~~ protect contractors, business firms, and others when they accept the liability of others through a contract. The ~~contractor~~ Contractor transfers this assumed liability to the insurance company. Since the City's contracts transfer certain liabilities to the contracting parties, contractual liability coverage sufficient to cover those transferred liabilities is mandatory.

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Medical Payments

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Medical ~~payments~~payment coverage ~~provides coverage for~~covers medical expenses incurred by ~~member~~members of the general public or patrons while on the covered premises, regardless of fault.

For example, assume a contractor is doing renovation work at the City's library. A library patron trips over a cord and has minor injuries. The ~~contractor's~~Contractor's medical payments coverage will respond to the medical expenses incurred, even if the patron wandered into a restricted construction area (the ~~contractor~~Contractor, their employees, tenants, subcontractors, and ~~any one~~anyone eligible for ~~workers'~~workers' compensation are excluded from medical payments coverage). ~~By covering these expenses, insurance~~Insurance companies have found that the injured party is less likely to bring legal action against the ~~contractor~~Contractor and City by covering these expenses.

Explosion, Collapse, and Underground Hazards (XCU)

Explosion, ~~collapse~~Collapse, and underground hazards often are ~~specifically~~ excluded explicitly by the endorsement ~~to~~of the CGL policy. This precludes coverage for property damage liability arising from blasting, excavating, grading or land, pipeline construction, tunneling, welding, or cutting. Because of the nature and scope of the City's construction projects, this coverage is often specifically required.

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OTHER TYPES OF INSURANCE POLICIES

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Comprehensive Automobile Liability Insurance

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The ownership or operation of an automobile or truck (~~defined as~~ a land motor vehicle, trailer, or semi-trailer designed for public road use) exposes the ~~contractor~~Contractor (and the City) to potentially ~~large~~significant financial losses. The ~~contractor~~Contractor can be held legally liable to others for bodily injury and property damage ~~arising out of~~from automobiles. Whenever a City contract involves the use of automobiles within the scope of performing the contract, the ~~contractor~~Contractor must maintain an auto liability policy throughout the duration of the contract.

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The policy must include coverage for the following:

- Owned/leased automobiles (~~those that~~ the ~~contractor~~Contractor owns or leases).
- Non-owned automobiles (autos that are not owned, leased, hired, or borrowed by the ~~contractor~~Contractor; includes autos owned by ~~contractor's~~Contractor's employees); and
- Hired automobiles (autos ~~that~~ the contractor hires, rents, or borrows, but not from an —employee).

~~Workers'~~Workers' Compensation and Employer's~~Employer's~~ Liability Insurance

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If an employee of the ~~contractor~~Contractor suffers a job-related injury (including death) due to an accident or occupational disease, the ~~contractor~~Contractor will be required by state statute to make benefit payments to that employee and ~~for his/her~~ their family.

Workers' compensation insurance provides coverage that complies with ~~the state law~~ requirements of state law. Under Texas law, employers with ~~a minimum of at least~~ one employee are eligible for workers' compensation coverage. There is no policy limit for benefits payable under workers' compensation insurance as the level of benefits ~~are~~is statutorily prescribed.

Situations may arise where a work-related injury suffered by the ~~contractor's~~Contractor's employee is not covered under workers' compensation law. ~~In such a case, a~~ A common lawsuit might be brought against the ~~contractor~~. ~~This type of suit is not covered by workers'~~Contractor in such a case. Workers' compensation coverage does not cover this type of suit and is also excluded under the ~~contractor's~~Contractor's commercial general liability insurance.

~~To avoid this gap in coverage,~~The employer's liability is included as ~~an~~ additional coverage in the workers' compensation policy: to avoid this coverage gap. Employers' liability limits are typically, \$100,000 per employee for occupational disease, a \$500,000 policy limit for disease: and \$100,000 for any other loss occurrence.

NOTE: Section 406.906 of the Texas Labor Code requires that in a building or Construction contract entered ~~into~~ by the City, the City shall require the ~~contractor~~Contractor to certify in writing that the ~~contractor~~Contractor provides workers' compensation insurance coverage for all employees of the ~~contractor~~Contractor employed on the City's project. A subcontractor on the project must provide such a certificate to the general ~~contractor~~Contractor relating to the coverage of the subcontractor's employees ~~of the subcontractor.~~ The general ~~contractor~~Contractor shall provide the certificate of a subcontractor to the City.

In this section, "building or construction" includes:

- Erecting or preparing to erect structures, including buildings, bridges, roadways, public —utility facilities, or related appurtenances.

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- Remodeling, extending, repairing, or demolishing a structure; or
- Otherwise, improving real property or appurtenances to real property through similar activities.

Builder's Risk Insurance

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During ~~the course of~~ construction, there is an exposure to direct property loss (fire, windstorm, theft, etc.) of equipment and materials at the construction location ~~as well as~~ and to work already in place. Builder's risk insurance, purchased by the ~~contractor~~ Contractor, is designed to cover this property, ~~in~~ which the City has an interest, ~~in~~ but has not yet accepted.

The City requires that, in all construction contracts, ~~the~~ builder's risk coverage be written on an "all-risk" basis with a limit equal to 100% of the project value.

Installation Floater Policy

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The installation floater policy is similar to ~~the~~ builder's risk coverage. However, if the installation of valuable equipment does not involve a construction project, an installation floater may be required to protect the City's interest in the property to be installed. An installation floater ~~provides coverage to~~ covers equipment items ~~prior to their~~ before installation at a permanent site.

The policy provides coverage for property to be installed while:

- At the installation site.
- Temporarily in storage at other locations; and
- In transit.

Owners and Contractors Protective Liability

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~~Owners~~ The Contractor purchases owners' and ~~contractors'~~ contractors' protective liability (OCP) insurance ~~is purchased by the contractor for a specific project~~ on behalf of the City of Texas City ~~for a specific project.~~ The OCP policy affords protection to the

City for liability arising ~~out of~~ from the contractor's or subcontractor's negligence on a City project. The coverage afforded by an OCP policy is nearly identical to the coverage provided by the commercial general liability (CGL) policy that names the City of Texas City as an additional insured. However, the CGL policy covers! Operations of the ~~contractor~~ Contractor, subject to the policy's limits of liability; the OCP affords specific policy limits for the ~~specific~~ particular City project ~~that~~ it covers.

The ~~project's~~ size ~~of the project~~ and the ~~Contractor's~~ size ~~of the contractor~~ are often the determining factors in when an OCP policy will be required.

Umbrella Liability Insurance

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An umbrella liability policy is ~~an important policy~~essential for ~~the protection of~~protecting the City because of its high ~~limits of liability~~limits. An umbrella policy is generally designed to fulfill three basic functions:

- Extend the limits of the primary (underlying, CGL, business auto, employer's, etc.) liability policies.
- Replace primary coverage once the primary aggregate limits of liability have been exhausted through claims; and
- Afford broader coverage (in some areas) than primary policies provide, subject to a retention (deductible) amount.

For example, if the City's contract required \$1 million liability limits for the CGL and auto coverages, and \$100,000 employer's liability coverage, plus a \$5 million umbrella policy, total limits available to the ~~contractor~~Contractor (and protection for the City) would be \$6 million general liability \$6 million auto liability, and \$5.1 million employer's liability.

When is an umbrella policy required?

An umbrella policy will be required on City projects where high liability exposures ~~exists~~exist. Unfortunately, there is no standard policy, so the specifications must be carefully worded to ensure proper coverage.

Excess Liability Insurance

An excess liability policy provides specific coverage above a specified amount up to a specified amount. Excess liability coverage is never broader than the primary coverage. It applies excess of what is covered by and defined in the primary policies. However, in many cases, the excess coverage will be narrower than that provided in the primary policies. A straight "excess" policy is distinguished from an "umbrella" policy in that the umbrella policy, generally, affords broad blanket excess liability coverage that follows the form of the primary policies and may apply in certain areas ~~that are~~ not covered by underlying policies.

On the other hand, an excess policy may be structured to apply to general liability but not ~~to~~ auto liability. Or the excess policy may apply to ~~the~~ auto liability and ~~to certain types of~~ general liability exposures.

When is an excess policy required?

An excess policy may be required on City projects where high liability exposures ~~exists~~exist. It may be cheaper to purchase than an umbrella policy, but the coverage requirement must be carefully worded to ~~assure~~ensure proper protection for the ~~contractor~~Contractor and the City.

Professional Liability (Errors & Omissions) Insurance

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Professional Liability coverage, often ~~referred to as~~ called errors and omissions, responds to bodily —injury or property damage arising ~~out of~~ from the ~~contractor's~~ Contractor's failure to render proper professional services.

Various types of professional liability coverage may be required, depending on the nature of the contract. __Types of ~~profession~~ professional liability insurance that may be ~~required~~ necessary include architects/engineers, surveyors, consultants, physicians, nurses, counselors, collectors, fiduciaries, data processors, lawyers, insurance agents, accountants, and laboratories.

Medical Malpractice Liability Insurance

This insurance is similar to ~~the~~ professional liability insurance for engineers, architects, and others, but is designed specifically for ~~those in the~~ medical ~~profession~~ professionals. Medical malpractice insurance provides coverage for liability arising out of the rendering or failure to render proper medical services.

Depending on the nature of the contract, the City may require the following:

- ~~Physicians~~ Physicians' professional liability ~~Nurses, Nurses'~~ professional liability.

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INDEMNIFICATION

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The Contractor agrees to defend, indemnify, and hold the City of Texas City and all of its officers, agents, —employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agent, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to defend, indemnify and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, ~~materialmen~~ material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations ~~of the nature~~ described here have been paid, discharged, or waived.

INDEPENDENT CONTRACTOR

The Contractor acknowledges that the Contractor is an independent contractor of the City and ~~that Contractor~~ is not an employee, agent, official, or other representative of the City. The Contractor shall not represent, either expressly or through implication, that the Contractor is an employee, agent, official, or representative of the City. Income taxes, self-employment taxes, social security taxes, and the like are the sole responsibility of the Contractor.

WORKERS' COMPENSATION INSURANCE FOR BUILDING and CONSTRUCTION PROJECTS

The Contractor agrees to provide workers' compensation insurance for all of the Contractor's employees performing work on this project and contractually require each person with whom it contracts to provide workers' compensation coverage as defined in the Texas Workers' Compensation Act, Rule 28.

I have read, understand, and agree to the terms of these provisions.

Company Name _____ Company
Official _____

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Signature _____

Title _____ Date _____
_____ Date _____

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Page 3: [19] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 3: [20] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 15: [22] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 16: [23] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 16: [32] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 23: [38] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 23: [39] Formatted Kelly Bender 5/31/2023 3:06:00 PM

Normal, Indent: Left: 0", Space After: 0 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 5 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Border: Left: (No border)

Page 35: [40] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 40: [41] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 41: [52] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 41: [53] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 42: [54] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 42: [55] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 43: [56] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 43: [57] Formatted Kelly Bender 5/31/2023 3:06:00 PM

Normal, Indent: Left: 0.5", Space After: 0 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 6 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Border: Left: (No border)

Page 43: [58] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 44: [59] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 44: [60] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 44: [62] Formatted Kelly Bender 5/31/2023 3:06:00 PM

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Page 44: [63] Formatted Kelly Bender 5/31/2023 3:06:00 PM

Space After: 0 pt, Numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.63"

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Normal, Indent: Left: 0.5", Space After: 0 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ...
+ Start at: 8 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Border: Left: (No border)