

REQUEST FOR PROPOSAL – RFP # 2018-005 (SPECS & TERMS)

**CITY OF DONNA
FULLY INSURED GROUP MEDICAL AND DENTAL BENEFITS**



**City of Donna
HEREIN REFERRED TO AS “Client”**

Submitted by



Nick Long
281.773.8954
Nick_Long@ajg.com

Robert Garza
956.536.8200
Robertj.rjg@gmail.com

On Behalf of:
City of Donna
307 S. 12th St., Donna, TX 78537

CITY OF DONNA REQUEST FOR PROPOSAL # 2018-005

Sealed proposals are invited to furnish pricing for a Fully Insured and Chapter 172 HEBP Group Medical and Dental contract for the Client. This contract will be awarded with the effective dates of October 1, 2018.

Triplicate, (1) original, and (2) paper copies of your full proposal should be mailed / delivered to Laura Balderrama, City Secretary at The City of Donna, 307 S. 12th St., Donna, Texas 78537. Deadline for submission is 5:00 p.m., Monday, July 16, 2018. Please mark envelopes/packages "RFP #2018-005 Fully Insured Group Medical and Dental Insurance". Failure to submit proposal in triplicate may result in rejection. **After delivery to the Client**, please send **electronically** via email to RJ Garza and GBS; Kim Castellanos, kcastellanos@rjgarza.com and Reagan Latimer, Reagan_Latimer@ajg.com.

Proposals will not be publicly opened. Proposers submitting proposals by the official deadline will be recorded. All proposals will be kept confidential during the decision making process.

The Client has retained Nick Long, Licensed Life Insurance and Health Counselor (LHIC), with Gallagher Benefit Services, Inc. (GBS), to assist us with the RFP process, with Robert J Garza as the active AOR. To obtain copies of the proposal specifications or to obtain answers to other questions, please contact: RJ Garza & Co., 3501 Moreland Dr., Weslaco, TX 78596, or GBS, 70 NE Loop 410, Suite 325, San Antonio, TX 78216, Email: kcastellanos@rjgarza.com or Reagan_Latimer@ajg.com. In regard to this RFP, contact with any Client employee or official is prohibited without prior written consent from Name of Authorized Person, Title. Proposers contacting any employee(s) or officials(s) without prior consent risk elimination of their Proposal from further consideration.

The Client believes that the data contained in this RFP is sufficient for the preparation of your responses to this RFP. The information is believed to be accurate and is based on the latest available information, but is not to be considered in any way as a warranty. Requests for additional information or clarification on information contained in the RFP document must be submitted to Nick Long, GBS, or Robert J Garza, RJG via Email. Response to any questions will be handled if time allowed prior to the official deadline. Any responses to the inquiries will be submitted to all known proposers simultaneously.

Proposals should include a 5% commission RJG-GBS AOR/load. An official list of vendors who receive the RFP from consultant's name will be kept at the purchasing department. RFP documents will be sent directly to the proposer. Proposals will only be accepted from proposers on the official list. The Client will only accept one (1) official proposal from each proposer. Multiple proposals from the same Carrier will result in disqualifying that proposer from consideration.

Addenda will be incorporated as part of the contract documents. The receipt of all addenda shall be acknowledged on the Addenda Form found in the REQUIRED FORMS SECTION. Any interpretations, corrections, or changes to this Request For Proposal and Specifications will be made by addenda. Addenda will be delivered to all who are known to have received a copy of this Request For Proposal. Proposers shall acknowledge receipt of all addenda, please refer to page 17.

The Client reserves the right to waive all formalities, to be the sole judge of quality and suitability and may reject any or all items.

Much effort has been made to provide all necessary and accurate information. It is the sole responsibility of the proposers to ensure that they have all information necessary to complete submission of their proposals. If more information is needed, please contact Reagan Latimer at Gallagher Benefit Services, Inc., 210-348-4135.

CITY OF DONNA

REQUEST FOR PROPOSAL #2018-005

TERMS

INTENT:

The Client is seeking pricing for a Fully Insured and Chapter 172 HEBP Group Medical and Dental contract effective October 1, 2018.

PREPARATION OF PROPOSAL:

Proposers should carefully examine all terms, conditions, specifications and related documents. Should a proposer find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, Nick Long with GBS should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, The Client's interpretation shall govern. No pre proposal conference is planned at this time.

In order for proposal to be considered, the signed Certification Sheet, Acknowledgement Form, Debarment Form, Felony Conviction Notification, Conflict of Interest Questionnaire, Reference Sheet, Commission Payable Disclosure Form, Addenda Form, State of Texas HB 89 Verification, and 1295 Certificate must be completed and submitted in **Triplicate**. Underwriting/proposal contingencies, fees, benefits, and all integrated comprehensive services outlined in this RFP **MUST** be submitted as a package from each proposer in order to be considered. Failure to do so may result in rejection of proposal.

Proposals must be submitted in a sealed package bearing on the outside the name of the proposer, address, and proposal name and number. Proposals received in the City Secretary's office after submission deadline will be considered void and unacceptable. The Client is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's office shall be the official time of receipt.

Proposals should be mailed/delivered to Laura Balderrama, City Secretary at the City of Donna, 307 S. 12th St., Donna, Texas 78537 by the deadline of **Monday, July 16, 2018 at 5:00 p.m.**

CONTRACT TERM:

This Agreement is subject to the appropriation of funds by the Client in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement. The obligations of the Client in any fiscal year for which this Agreement is in effect shall constitute a current expense of the Client for that fiscal year only, and shall not constitute an indebtedness of the Client beyond that fiscal year. In the event of no appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.

The Client may enter into a five (5) year contract with the contracted proposer. This contract shall become effective October 1, 2018. All terms and conditions must be firm based upon final disclosure and negotiations leading up to the Anniversary date of October 1, 2018. Submission of the Group Application will define this date. It shall remain in full force and effect with firm fixed prices for a period of twelve (12) months beginning October 1, 2018. The Client shall have the option of renewing this contract for a maximum of four (4) additional one (1) year terms to be awarded one (1) year at a time, subject to approval of funding and review of the service provided by the Proposer and if it is determined to be in the best interest of The Client and mutual

agreement can be reached. Consideration of Contract renewals is contingent upon the next year's contract pricing being received by The Client at least three (3) months prior to the expiration of the current contract.

CONTRACT FOR PURCHASE:

Notwithstanding anything to the contrary contained in these terms and conditions for proposals, upon the Client's acceptance of a proposal, the proposer and the Client will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the proposer of acceptance.

The successful proposer will be notified by a "Letter of Award" issued by the Client. This letter, together with the signed Acknowledgement Form, Certification Sheet, Debarment Form, Felony Conviction Notification, Conflict of Interest Form, Commission Payable Disclosure Form, Reference Sheet, Addendum Form, State of Texas HB89 Verification and 1295 Certificate will be used as the contract documents.

TERMINATION:

Either party may terminate this Contract at any time by giving a 30 day written notice to the other party of its intention to terminate as of the date specified in the notice.

The Client reserves the right to terminate the contract immediately in the event the successful proposer;

1. Fails to meet delivery schedules;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that The Client may have in law or equity. Proposer, in submitting this proposal, agrees that The Client shall not be liable to prosecution for damages in the event that The Client declares the proposer in default.

ADDENDUM:

Addenda are to be incorporated as part of the Proposal and shall become part of the Contract Documents. The receipt of all Addenda shall be acknowledged on the Acknowledgment Form.

REFERENCES:

On the reference sheet attached, list schools and/or businesses comparable in size to The Client which have utilized the same products/services being proposed. All references shall have current addresses, phone numbers and names of contact people.

PRICES:

Premiums, terms/conditions, and underwriting contingencies must be submitted with your proposal.

ALTERING PROPOSALS:

Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn prior to the scheduled time for opening. Notice to withdraw the proposal must be in writing and submitted to The Client Secretary's Office prior to the scheduled time for opening proposals. Any proposal withdrawal notice, which is received after the deadline for receiving proposals, shall not be considered. There will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process.

ETHICS:

The proposer shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of The Client. One or all proposals will be rejected if there is any reason to believe that collusion exists between proposers.

COMPLIANCE:

Proposals must comply with all federal, state, county and local laws concerning this type of good or service.

DOCUMENTATION:

Proposer shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAXES:

The Client is exempt from all applicable Federal and State Premium Taxes. The Client has an Employee Benefit Trust which allows for issuing proposals without State Premium Taxes. (The EBT documents are available upon request). Preference would be for you to issue your proposal net of the State Premium Tax; not in your proposal. Tax-exempt information will be available upon awarding contract.

INDEMNIFICATION:

The proposer shall indemnify, defend, and hold The Client, its officers, agents, and employees, harmless for any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of proposer, its officers, employees, agents, or subcontractors, in performing its obligations under this Contract.

REMEDIES AND APPLICABLE LAWS:

This contract shall be governed by The Client and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

ASSIGNMENT:

The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of The Client.

SILENCE OF SPECIFICATION:

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

EVALUATION (See additional criteria in the RFP):

It is not the policy of the Client to purchase or let contracts on the basis of low prices alone. However, the Client is not limited to the following specifically listed criteria:

If a contract is awarded, it will be awarded to the lowest responsible proposer meeting or exceeding the terms, conditions, and specifications of the proposal or to the proposer that provides the goods or services at the best value for The Client. The Client has the right to award a contract upon the conditions, terms, and specifications contained in a proposal submitted to The Client for a period up to the October 1, 2018 effective date. In awarding a contract, The Client may waive minor technicalities and informalities in the proposal process and proposals received if they are not material to or alter any of the conditions, terms, or specifications contained in the Request For Proposal or a qualifying proposal.

Following the analysis process, proposers will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

The Client reserves the right to award a contract on the basis of best and final offer with no negotiations, interviews and/or presentations should they so choose. **Therefore, each proposal must contain the proposers best terms from a financial and technical standpoint at time of original submittal.** The Client reserves the right to negotiate with proposers prior to finalist proposer selection.

PROPOSER ASSURANCE:

The proposer must extend proposer assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of products, prices, and other conditions/provisions offered in this proposal are the same or better than those offered the proposer's most favored customer.

EQUAL EMPLOYMENT OPPORTUNITY:

All proposers shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60).

No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

CONFLICT OF INTEREST:

In accordance with Section 176.006 of the Local Government Code: Effective January 1, 2006, any proposer that "contracts or seeks to contract for the sale or purchase of property, goods, services with a local government Client; or is an agent of a person in the person's business with the local governmental Client", must have a Conflict of Interest Questionnaire on file with The Client Procurement Department.

ADDITIONAL INFORMATION:

The Client is fully compliant with HIPAA Privacy regulations. Nick Long, GBS, and Robert J Garza are an approved business associate of the Client and the Health plan. For additional information or questions concerning this proposal and specifications, please contact Nick Long, GBS, or Robert Garza, RJG by e-mail. Response to any questions will be handled if time allows before the official deadline.

REQUIRED FORMS LISTING

- ❑ CERTIFICATION SHEET
- ❑ ACKNOWLEDGEMENT FORM
- ❑ DEBARMENT FORM
- ❑ FELONY CONVICTION NOTIFICATION
- ❑ CONFLICT OF INTEREST QUESTIONNAIRE
- ❑ CERTIFICATE OF INTERESTED PARTIES – Form 1295 (further explained in document)
- ❑ REFERENCES
- ❑ COMMISSION PAYABLE DISCLOSURE FORM
- ❑ ADDENDA FORM
- ❑ STATE OF TEXAS - HB 89 VERIFICATION

FAILURE TO COMPLETE AND AUTHORIZE THE TEN (10) REQUIRED FORMS MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided.

FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION

COMPANY NAME: _____

STREET OR P. O. BOX: (Mailing Address) _____

CLIENT _____ STATE: _____ ZIP: _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

YRS/MOS IN BUSINESS UNDER PRESENT NAME: _____ MINORITY/WOMEN OWNED BUSINESS: _____ YES _____ NO

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER

I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":

MR. MRS. MS.
(CIRCLE ONE)

NAME (PLEASE PRINT)

POSITION

SIGNATURE

DATE

OR

NONRESIDENT BIDDER

As defined by Texas House Bill 602, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

If you qualify as a "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

- (a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid proposers whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located

YES _____ NO _____

- (b) If "YES", What is that amount or percentage? _____ %

I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

MR. MRS. MS.
(CIRCLE ONE)

NAME (PLEASE PRINT)

POSITION

SIGNATURE

DATE

ACKNOWLEDGMENT FORM

Having carefully examined the Terms and Conditions and Specifications, the undersigned Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The proposer affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

Conflict Of Interest:

In accordance with Section 176.006 of the Local Government Code: Effective January 1, 2006, any proposer that "contracts or seeks to contract for the sale or purchase of property, goods, services with a local government Client; or is an agent of a person in the person's business with the local governmental Client", must have a Conflict of Interest Questionnaire on file. Forms may be downloaded from The Client web site.

A Conflict of Interest Questionnaire is on file with The Client Procurement Dept:

YES _____ NO _____

PLEASE PRINT

Date: _____

Company Name: _____

President/Designee: _____

Position: _____

ADDENDA: Respondent acknowledges receipt of Addenda numbered _____ through _____ and **has incorporated the provisions thereof into his bid/proposal.**

I have read and understand the terms and conditions herein and will abide by them.

President/Designee (Signature) Date

Please note how you received information about this proposal:

_____ Newspaper

_____ Plan Room

_____ RGV Minority Business Council

_____ Mailed to Business

_____ The Client Web Page

_____ Fax Notice

_____ Other _____

DEBARMENT FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred.

Federally Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a funded contract the Federal OMB, A-102 Common Rule (§_.36)

Proposer Name: _____

Proposer Address: _____

Proposer Telephone: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill #1, Section 44.034 Notification of Criminal History, Subsection (a), states a person or business that enters into a contract with a Client must give advance notice to the Client if the person or an owner or operator of the business has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states a Client may terminate a contract with a person or business if the Client determines that the person or business failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

PROPOSER'S NAME: _____

AUTHORIZED COMPANY OFFICIAL: (print name) _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM****CIQ****For vendor or other person doing business with local governmental Client****VENDOR NAME** _____

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental Client and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental Client not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental Client.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental Client?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business Client with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental Client

Date

HB 1295 CERTIFICATE OF INTERESTED PARTIES – FORM 1295 RFP 1811

In accordance with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908, all vendors submitting proposals must file Form 1295 electronically with the Texas Ethics Commission using the online filing application. Information regarding this law, and the required form may be found at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

- Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295.
- Vendors/Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be included with your proposal/bid response. **(Not Required for Submission – will be required upon awarding contract).**

NOTICE to all Contractors/Vendors

**AFTER AWARDING THE CONTRACT – 1295 CERTIFICATE WILL BE REQUIRED
WITH THE CONTRACT**

REFERENCES

List Clients in Texas with a minimum of 100+ employees.

1. Name of Client: _____

Address: _____

Contact: _____ Telephone: _____

2. Name of Client: _____

Address: _____

Contact: _____ Telephone: _____

3. Name of Client: _____

Address: _____

Contact: _____ Telephone: _____

4. Name of Client: _____

Address: _____

Contact: _____ Telephone: _____

COMPANY NAME

ADDRESS

CLIENT & STATE ZIP

PHONE

PRINT NAME HERE

AUTHORIZED SIGNATURE

COMMISSION PAYABLE DISCLOSURE

By signature affixed, the proposer certifies that the enclosed proposal(s) have 5% commission load to agents/brokers.

Commission included. YES _____ NO _____

Note:

All proposers/vendors will be required to develop a DOL Form 5500 schedule outlining any and all commissions payable within their contract with The Client.

Name of Company: _____

Authorized Representative: _____

Authorized Signature: _____

Date: _____

- **THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL ***

ADDENDA FORM

Having carefully examined the RFP Notice, General Terms and Conditions, and Specifications, the undersigned Proposers Agent hereby proposes and agrees to furnish goods/services in strict compliance with the terms, conditions, and specifications at the prices quoted. The Proposer affirms that, to the best of his knowledge, the RFP has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them unfair advantage over other proposers in the award of this RFP.

It is understood that the owner reserves the right to accept or reject any or all proposals and alternates, and waive all irregularities. It is further agreed that this RFP shall be completed within the time frame set forth and at no additional cost to The Client for unexpected or unforeseen circumstances.

If you have received an addendum to this RFP, please acknowledge receipt by initialing the number of the addendum below. **Failure to acknowledge outstanding addenda is cause for disqualification.**

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

By submitting a proposal, the Proposer certifies that he/she has fully read and understands this "Request For Proposal" and has full knowledge of the scope, quantity, and quality of the materials and/or services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he/she cannot secure relief on please or error. Neither law nor regulations make allowance for error of omission or commission on part of Proposers.

Name of Company: _____

Authorized Representative: _____

Authorized Signature: _____

Date: _____

*** THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL ***

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of
(Person name)

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with Client of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

