

B. VERIFICATION OF COVERAGE:

- Prior to commencement of work, and thereafter upon renewal or replacement of coverage required, Provider shall furnish City a certificate(s) of insurance pursuant to SB425 and approved by the Texas Department of Insurance, including for sub-Providers as cited, executed by a duly authorized representative of each insurer, showing compliance with the requirements. **Provider shall furnish copies of all endorsement to insurance policies as required by each section herein to the City. The COI shall:**
 - List each insurer’s NACI Number or FEIN
 - List the City’s **Contract Number, project name or other identifying reference** of event or service being performed
 - Specifically list reference to all endorsement required herein
 - List the City of Wylie, 300 Country Club Road, Bldg. 100, Wylie, TX 75098 in the Certificate Holder Section.
- Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Provider’s obligation to maintain such insurance.
- City shall have the right, but not the obligation, of prohibiting Provider or any other sub-Provider, partner or agent of the Provider from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

C. MINIMUM SCOPE OF INSURANCE:

- ISO Form GL 00 01 (or similar form) covering Commercial General Liability. “Occurrence” form only. Claims Made forms are not acceptable, except for professional liability policies.
- Workers’ Compensation insurance as required by the Labor Code of the State of Texas, including Employers’ Liability Insurance when allowable.
- Cyber Liability coverage
- Professional Liability (E&O) Insurance/Medical Mal-Practice coverage
- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
- Pollution Legal Liability Insurance. If the contract requires hazardous or bio-hazardous waste removal, clean up or remediation.

D. MINIMUM LIMITS OF INSURANCE AND OTHER PROVISIONS:

GENERAL COMMERCIAL LIABILITY INSURANCE:

- A general commercial liability insurance policy in an amount not less than:
 - \$1,000,000.00 Per Occurrence;
 - \$1,000,000 Personal/Advertising Injury
 - \$2,000,000.00 General Aggregate in the aggregate for third party bodily injury, personal injury, and property damage.
 - \$2,000,000 Products/Completed Operations Aggregate
- Policy will include coverage for:
 - Premises / Operations
 - Independent contractors/providers
 - Broad Form Contractual Liability

- Product/Complete Operations
 - Personal and Advertising Injury
 - Broad Form Property Damage
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as “additional insured “ relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider; using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.
 - The service provider’s insurance coverage shall be primary insurance in respects to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers. Any insurance or self-insurance maintained by the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers shall be in excess of the provider’s insurance and shall not contribute with it.
 - The service provider’s insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured’s limits of liability.
 - Such policy shall provide for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

REQUIRED WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE:

- Workers’ Compensation statutory limits as required by the Labor Code of the State of Texas
- Employers’ Liability minimum limits:
 - \$1,000,000 Bodily Injury by Accident,
 - \$1,000,000 Bodily Injury by Disease-Each Employee,
 - \$1,000,000 Bodily Injury by Disease-Policy Limit
- The service provider waives all rights against City and its agents, officers, directors and employees for recovery of damages under service provider’s workers’ compensation and employers’ liability or commercial umbrella liability insurance. Service Provider must cause a **waiver of subrogation** to be effected under its workers’ compensation coverage.
- In the event that Provider is not required by the laws of the State of Texas to carry Workers’ Compensation, the Provider shall provide a written statement on company letterhead.

CYBER LIABILITY INSURANCE:

- Coverage naming the City of Wylie as an additional insured under the Cyber Liability policy, including coverage for the City with respect to liability arising out of all errors and omissions of vendor/contractor or products.
- Coverage shall be no less than \$1,000,000.00 each claim and \$3,000,000.00 in the aggregate.

PROFESSIONAL LIABILITY (E&O) INSURANCE/MEDICAL MAL-PRACTICE COVERAGE

- Required for all professional service contracts including but not limited to architects, engineers, consultants, counselors, medical professionals, attorney, and accountants.
- A professional liability (errors and omissions) policy in an amount not less than:
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 Aggregate.
- Any deductible must be listed on the certificate, and evidence of the Provider’s deductible amount in the form of the appropriate declaration page.



- Professional Liability (E&O) may be written on a claims made basis but must include an extended reporting period of at least three (3) years after contract completion.
- City shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of Provider and/or sub-providers.
- Medical Mal-Practice Coverage in the minimums as required by law, or greater.

AUTOMOBILE LIABILITY:

- Automobile minimum liability limits:
 - \$1,000,000 Per Occurrence
- Limits may only be reduced if approved in writing by the City of Wylie Purchasing Department. Automobile liability shall apply to all owned, hired, and non-owned automobiles.
- Such policy shall name the City, its City Council, officers, agents, representatives, employees, boards and commissions, and volunteers as “additional insured “ relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its City Council, officers, agents, representatives, employees, boards and commissions, and volunteers.

POLLUTION LEGAL LIABILITY INSURANCE:

- Pollution Legal Liability coverage (if required) with limits of not less than
 - \$3,000,000.00 per occurrence

All questions regarding coverage requirements should be directed to the City of Wylie Purchasing Department.

EXHIBIT C

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

By submitting a response to this solicitation, the Provider hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Provider also certifies the following:

CERTIFICATION OF ELIGIBILITY

The Provider certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and execution of a contract, the Provider will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES (Form 1295)

By submitting a response to this solicitation, the Provider agrees to comply with Texas Government Code Section 2252.908. Provider agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The Provider certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the Provider for all persons who will provide services to City.

COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.

NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of the submitting Provider or its partners are either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

DISCLOSURE OF CERTAIN RELATIONSHIPS

EXHIBIT C

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL

Government Code 2270 (Texas HB 89 effective 9/1/2017): the Provider entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Authorized Representative:

Company Name: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

SWORN AND SUBSCRIBED to before me this ____ day of _____, 2018 to certify with witness my hand and official seal.

Notary Public in and for the State of _____

EXHIBIT D
PROVIDER SUPPLEMENTAL INFORMATION
The following information is required for contract development.

1. In what state was your business formed? _____

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____

Mailing Address _____ City _____ State _____ Zip _____

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____

Mailing Address _____ City _____ State _____ Zip _____

4. Is your company minority or woman owned? Yes No

a. If yes, specify: MBE WBE

b. Has your company been certified MBE or WBE by any governmental agency? Yes

No

c. If yes, specify the governmental

agency: _____

Date of certification: _____

5. Select one of the following:

- a. Sole Proprietorship
- b. General Partnership
- c. General Partnership
- d. General Partnership
- e. Limited Partnership
- f. Corporation
- g. Limited Liability Company
- h. Other Entity (not listed)

6. Complete the following:

Company Legal Name: _____

Business address: _____

City _____ State _____ Zip _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between the City of Wylie, Texas, a home-rule municipality (“City”), and _____, a _____ (“Business Associate”) (collectively the “Parties”). This BAA is effective as of _____ and will remain in effect for the duration of the business relationship(s) between the Parties.

WHEREAS, the Health Insurance Portability and Accountability Act (Public Law 104-191) and its implementing regulations in effect or as amended (45 CFR Parts 160, 162, and 164) (collectively, “HIPAA” or “HIPAA Rules”) establish specific requirements relating to the security and confidentiality of certain individually identifiable health information (“Protected Health Information,” or “PHI”); and

WHEREAS, City and Business Associate have entered into one or more business agreements (“Agreements”) for which City may disclose to Business Associate certain PHI that is subject to protection under HIPAA; and

WHEREAS, HIPAA requires City to obtain satisfactory assurances from Business Associate that Business Associate will appropriately safeguard the PHI that it receives from City in the course of providing services to or on behalf of City, including assurances that Business Associate will obtain similar assurances from other entities to which it discloses the PHI; and

WHEREAS, the HIPAA Rules, as most recently amended by the Omnibus Rule,¹ require entities hired by business associates to be responsible and accountable for compliance with applicable privacy, security and breach requirements; and

WHEREAS, both the Omnibus Rule and the Health Information Technology for Economic and Clinical Health Act (“the HITECH Act”), enacted as Title XIII of the American Recovery and Reinvestment Act (“ARRA”) (Public Law 111-05), amend and extend certain provisions of HIPAA, and directly affect business associates and entities hired by business associates; and

WHEREAS, pursuant to HIPAA, City wishes to obtain assurances that Business Associate will appropriately safeguard the PHI that it accesses from City for purposes of services the Business Associate delivers to City, and will receive similar assurances from other entities to which it discloses the PHI for purposes of its services to City; and

WHEREAS, City and Business Associate are familiar with, and seek to comply with, the applicable terms of HIPAA and the HITECH Act, and Business Associate seeks to provide for the security and confidentiality of the PHI accessed by Business Associate.

¹ The Omnibus Rule was published by the US DHHS Office of Civil Rights and is formally known as “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notifications Rules Under the Health Information Technology for Economic and Clinical Health Act and the Generic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules.” 78 Fed. Reg. 5566 (January 25, 2013).

THEREFORE, pursuant to the above statements and in consideration of the mutual promises herein, the Parties agree as follows:

Definitions

The terms used in this BAA, but not otherwise defined, shall have the same meaning ascribed by 45 CFR Parts 160 and 164, e.g., Breach, Disclosure, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Permitted Use and Disclosure of Protected Health Information**

- a. Business Associate shall request, use, and disclose only the minimum amount of PHI reasonably necessary to accomplish its purposes under the Agreements.
- b. Business Associate shall not use or further disclose the PHI except for purposes of the Agreements, or as may be required by law.
- c. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164, except for the specific uses and disclosures required under the Agreements.
- d. City will notify Business Associate of any changes that would affect the allowed use or disclosure of the PHI by Business Associate.

2. **Safeguards**

- a. City will use appropriate safeguards to ensure the security and confidentiality of the PHI in its transmission to Business Associate.
- b. Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided in this BAA. The safeguards will include administrative, physical, and technical measures that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the PHI that Business Associate receives, creates, maintains, transmits, stores or otherwise accesses on behalf of City. Business Associate will establish and maintain comprehensive written policies and procedures with respect to such safeguards.
- c. City will notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI. City will notify Business Associate of any changes, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3. **Agents of Business Associate**

Business Associate shall ensure that each of its agents who may receive, create, maintain, transmit, store or otherwise access the PHI, including subcontractors, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to the PHI, including the duty to immediately notify Business Associate of any breach of confidentiality or security (which immediately shall be reported by Business Associate to City). Upon request, Business Associate shall provide City with a copy of each such agreement.

4. **Unauthorized Use or Disclosure: Report and Mitigation**

Business Associate shall report to the designated City contact in writing within 24 hours, any use or disclosure of the PHI other than as provided for in this BAA, and any suspected or actual breach of security relating to the PHI. Business Associate will take prompt action to correct, and mitigate the harmful effect of, any such use, disclosure, or security breach, and shall report to City on such action.

5. **Record Retention**

- a. Business Associate shall retain all of the PHI received from City, or created by Business Associate under the Agreements, for the duration of the term of this BAA unless otherwise directed by City in writing.
- b. Unless otherwise directed by City in writing, upon the termination of this BAA, Business Associate shall return to City all copies and versions of the PHI, or destroy them, as directed by City. Upon the return or destruction of the PHI, Business Associate shall so certify to City in writing. If return or destruction is not feasible, then Business Associate shall extend the protections of the BAA and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. City may direct Business Associate to retain the PHI for a specified time period beyond the termination of this BAA or Agreements. For such time as the PHI is not returned to City or destroyed, Business Associate shall continue to extend the protections of this BAA to such PHI notwithstanding the termination of this BAA.

6. **Availability of Information**

- a. Upon request by City, Business Associate shall make available the PHI or other information required by City to fulfill its obligations under HIPAA, for amendment, accounting, compliance, or otherwise.
- b. Upon request by City or the Secretary of the U.S. Department of Health and Human Services, Business Associate shall make available its facilities, systems, procedures, records, internal practices, and books relating to its use and disclosure of the PHI in order to determine its compliance with the HIPAA Rules.

7. **Training**

In accordance with the requirements set forth under the HIPAA Rules, Business Associate's staff shall complete annual training on information security and privacy awareness. Upon written request from City, Business Associate shall furnish evidence of such training to City.

8. **Term and Termination**

- a. **Term.** This BAA is effective on the Effective Date and, except as specified in Section 8(b), 8(c) and 8(d), this BAA will terminate upon the termination of all Agreements, or upon signed written notice from City.
- b. **Breach.** The parties recognize that a breach of this BAA may be reported to the Secretary of the U.S. Department of Health and Human Services. City may terminate this BAA if Business Associate violates a material term of the BAA.
- c. **Violations of law.** City may terminate this BAA if: (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA; or (ii) Business

Associate has been found in any judicial or administrative proceeding to have violated HIPAA or other security or privacy law.

- d. **Termination for Cause.** A breach of this BAA shall constitute a breach of the Agreement, allowing the non-breaching party the rights allowed by the Agreement in the event of a breach.
- City may terminate the Agreement if City determines that the Business Associate has violated a material term of the BAA. In such an event, City may either (a) provide the Business Associate with a written notice of breach and terminate the Agreement if the Business Associate does not cure the breach within a specific period of time, or (b) immediately terminate the Agreement.
 - City may terminate the Agreement if City determines that the Business Associate has been named in a criminal, judicial or administrative proceeding for a violation of HIPAA or other security or privacy law. In such an event, City may provide the Business Associate with a written notice terminating the Agreement.
- e. **Survival.** The obligations of the Business Associate under this BAA shall survive the termination of this BAA.

9. **Mutual Indemnification**

Business Associate will indemnify, hold harmless, and defend City from any claims, losses, liability, costs, and other expenses incurred as a result of any misrepresentation, breach, or non-fulfillment of this BAA.

10. **Entire Agreement and Amendment**

- a. **Entire Agreement.** This BAA constitutes the entire agreement between the Parties relating to the safeguarding of the PHI and supersedes all other agreements, communications or understandings whether oral or in writing, between the parties to this BAA with respect to the subject matter hereof. To the extent that there is a conflict between this BAA and any Agreement as it relates to safeguarding PHI, this BAA controls.
- b. **Amendment.** This BAA may be amended only by means of a writing signed by authorized representatives of the Parties and referencing this BAA. The Parties agree to enter into negotiations to amend this BAA promptly upon the reasonable request of a party, including when changes in the law may make such changes necessary or advisable.

11. **Litigation Assistance**

Business Associate will make itself available to assist City by providing information or testifying as a witness in the event of administrative or judicial proceedings based on an alleged violation of HIPAA or other laws relating to security and privacy, except where Business Associate is also a named party in the same proceedings.

12. **Third-Party Beneficiaries**

Nothing in this BAA is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than City, Business Associate, and their respective successors or assigns.

13. **Successors and Assigns**

The rights, remedies, obligations, and liabilities of each party under this BAA shall accrue to their successors and assigns. Notwithstanding this, each party shall notify the other in the event of a successorship or assignment, and shall take commercially reasonable steps to ensure that any successor or assign timely executes a new BAA.

14. **Interpretation**

This BAA will be interpreted as broadly as necessary to implement and comply with HIPAA. The Parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies with and is consistent with HIPAA.

The undersigned agree by their authorized representatives:

THE CITY OF WYLIE, TEXAS

Insert firm name: _____

Print Name: Mindy Manson

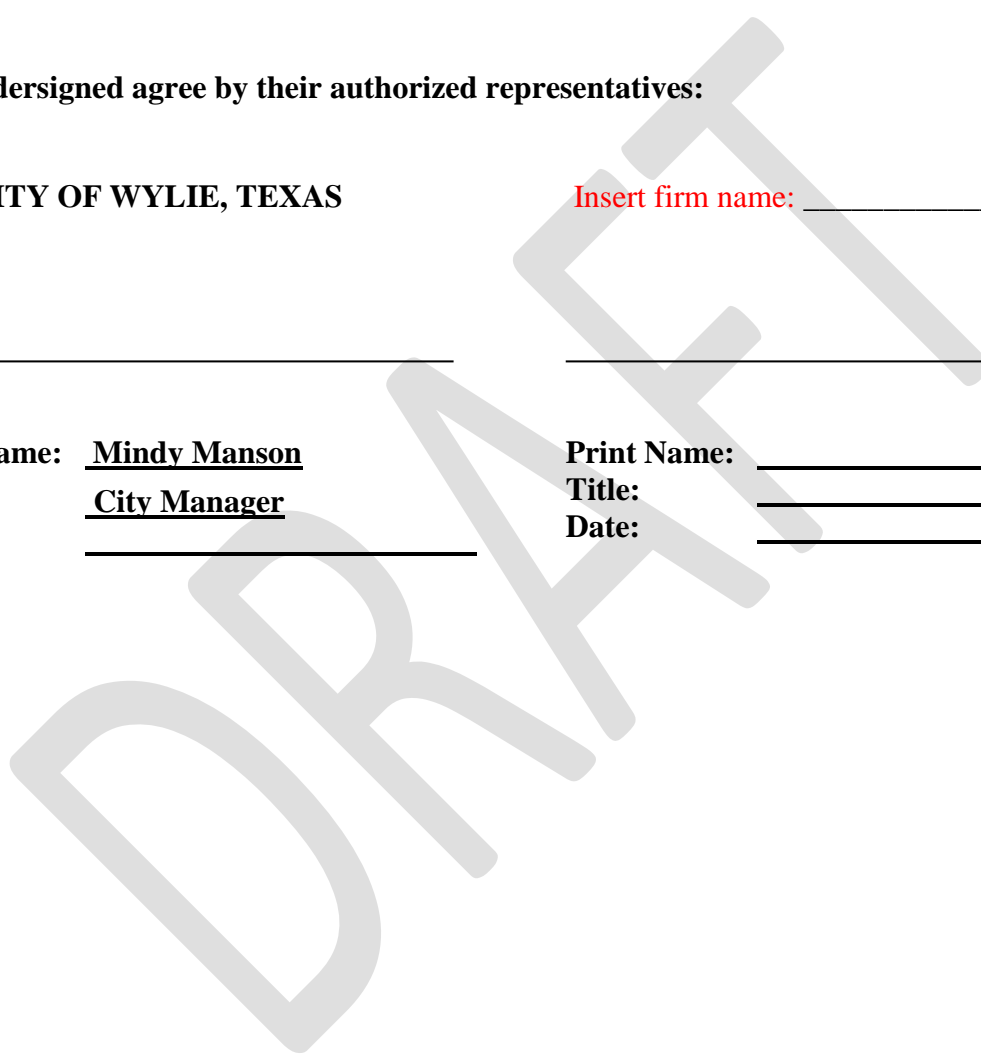
Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____





W2019-4-A Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____