

**CITY OF HELOTES**  
**REQUEST FOR PROPOSALS FOR**  
**SOLID WASTE AND RECYCLING SERVICES**

**DUE DATE: FEBRUARY 4, 2022**



## CITY OF HELOTES REQUEST FOR PROPOSALS

The City of Helotes, Texas (hereinafter "City") will receive sealed proposals for the following services as set forth below:

Services: Solid waste collection, disposal, and recycling.

Proposal Deadline: **Friday, February 4, 2022, at 2:00 p.m. CST.** Late proposals will be rejected and returned unopened. Any mail delays or other matters causing late receipt are irrelevant and will not excuse late submission. The time as kept by the City Secretary shall be the official time and shall control.

Mark Envelope: RFP-21-02 Proposal for Exclusive Solid Waste and Recycling Disposal Services

Delivery Address: Please submit one (1) marked original, five (5) exact duplicates, and one (1) electronic copy on a USB drive of your complete proposal in a sealed envelope properly labeled and clearly marked with the RFP number and description TO:

**City of Helotes Attn: City Secretary  
P.O Box 507  
12951 Bandera Rd.  
Helotes, Texas 78023**

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

Pre-Proposal Conference: The City of Helotes will have a non-mandatory pre-proposal conference on **Wednesday, January 19, 2022, at 10:00 a.m. CST, in the City Council Chambers at Helotes City Hall, 12951 Bandera Rd., Helotes, Texas 78023.**

Point of Contact: ALL inquiries regarding specifications of this RFP should be directed to Marian Mendoza, City Administrator, at [mmendoza@helotes-tx.gov](mailto:mmendoza@helotes-tx.gov). Email is the **only** method of contact. The City's website will contain a webpage for RFP updates, questions and answers. Communication with other City officials and/or employees are prohibited during the time of the RFP process and may subject the proposal to immediate disqualification.

Proposal Opening: **Friday, February 4, 2022, at 2:00 p.m. CST, in the City Council Chambers at Helotes City Hall, 12951 Bandera Rd., Helotes, Texas 78023.** Applicant names of all proposals received will be read aloud on this date. Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. All timely proposals become the property of the City upon receipt and shall not be returned. **In accordance with Section 252.049 of the Texas Local Government Code, the contents of the competing proposals will not be read or made public. Proposals are not public information until after a contract has been awarded.** The City makes no guarantee that information that a proposer believes is proprietary or a trade secret will be considered exempt from public disclosure. Therefore, proposers should use care in including information that they consider confidential. ANY portion of a proposal that the proposer claims is a trade secret or is proprietary and confidential MUST be clearly marked CONFIDENTIAL. Please note

that pricing information, general methods of service provision, and other such matters are NOT trade secrets or proprietary information.

Any cost or expense incurred by the Contractor in the preparation of the proposal response shall be paid by Contractor.

City has the right to:

- 1. If only one or no submittal is received by "submission date", the City has the right to reject, re-propose, accept and/or extend the RFP by up to an additional two (2) weeks from original submission date.**
- 2. The right to reject any/or all submittals and to make award as they may appear to be advantageous to the City.**
3. The right to hold any submittals for 90 days from submission date without action, and to waive all formalities in RFP, and any submittal irregularities.
4. The right to extend the time for award beyond the original 90-day period, if agreed upon in writing by both parties and if Proposal is held firm.

### **PROPOSAL SECURITY**

Each Proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to TWENTY Thousand Dollars (\$20,000.00), as a guaranty on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract containing the General Terms and Conditions set forth in Section II below, and the terms of Contractor's accepted Proposal (including any exceptions to this RFP accepted by City) ("Contract") to perform the work covered by such Proposal, at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or, if no Contractor's Proposal has been selected within ninety (30) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal. The Contract shall contain all terms and conditions of the agreement between Contractor and the City, without reference to other documents.

A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Contractor will be required to furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond must be in an amount equal to the full contract price, but said bond may provide for a pro rata reduction therein annually, over the term of the Contract.

The Contractor shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas

## **BASIC INFORMATION.**

1. Request for Sealed Proposals Process. Under this process the City establishes evaluation criteria and the relative importance of the evaluation factors. The City may conduct discussions with proposers who are determined to be reasonably qualified for the award of the contract. This process may include a request for best and final offers through revisions to proposals. All proposers will be treated fairly and equally with regard to opportunities for discussion and revision of proposals. All revisions allowed MUST be in writing. No oral offers or changes to proposals will be effective. The goal is to arrive at a contract with the proposer who provides the best offer to the City when viewed in conjunction with the City's evaluation criteria. The City reserves the right to waive any technicalities and informalities where such is in its best interest, and to accept or reject any proposal, or reject all proposals, as deemed in the best interest of the City. Any award is subject to execution of a written agreement on terms acceptable to the City and its legal counsel.
2. Changes to Proposals. Changes to proposals post-submission are not allowed unless requested by the City as part of the Request for Sealed Proposals Process described above. Any such allowed changes MUST be in writing.
3. Withdraw of Proposal. A proposer may withdraw its proposal at any time before the Proposal Deadline. By submission of its proposal, each proposer acknowledges that it may not withdraw its proposal for a period of 180 days after the Proposal Deadline without the written approval of the City.
4. Attempts to Improperly Influence City Decision-makers. Proposers (including their representatives or agents) are prohibited from contacting members of the City Council with regard to the services made the subject of this Request for Proposals ("RFP"), or in any way attempting to influence members of the City Council to select the proposer through gifts, entertainment, or other improper means. All communications shall be with City Staff until such point in the process that the proposer is requested or allowed to make a presentation to the City Council. Likewise, proposers are prohibited from attempting to influence the recommendations made by City Staff to the City Council through any means other than legitimate submissions and discussions actually provided for by the process. Should a proposer be determined by the City to have engaged in such prohibited conduct, the proposer will be DISQUALIFIED, AND ITS PROPOSAL WILL NOT BE GIVEN FURTHER CONSIDERATION.
5. Prohibited Interests. By submission of a proposal each proposer is deemed to ***expressly represent and warrant*** that no member of the City Council, and no City Official involved in the RFP process for the service covered by this RFP has an ownership interest in or derives income from the proposer.
6. Conflict of Interest Questionnaire. Each proposer must complete, and submit with its proposal, the Conflict of Interest Questionnaire Form attached to this RFP as Appendix "A".

7. Clarifications. Any requests for clarification(s) must be submitted in writing to:

**Marian Mendoza, City Administrator**

[mmendoza@helotes-tx.gov](mailto:mmendoza@helotes-tx.gov)

If the City Administrator believes that the matter is a legitimate concern in need of clarification, she will post the clarification on the City's website.

## **BACKGROUND AND HISTORICAL INFORMATION**

Each proposer shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, the equipment and materials, and the quantity of the work to be performed. By execution of the contract the successful proposer will expressly represent that it has satisfied itself by its own investigation and research regarding all of such conditions, and that the successful proposer's decision to enter into the contract is based upon such investigation and research, and that proposer is not relying on any representations made or information provided by the City. By submission of a proposal each proposer represents that it shall make no claim against the City because of any estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

**The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a proposal, proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in its proposal.**

The City of Helotes is a growing community of approximately 9,030 residents. The City places a high priority on providing excellent municipal services, including solid waste services. The City's current contract for solid waste services expires May 24, 2022.

The current contractor is the exclusive provider of residential and commercial solid waste, recycling, and heavy trash collection services inside the corporate city limits of Helotes. The current contractor is the exclusive provider of solid waste collection via open-top roll-offs for construction sites and temporary remodeling services, within the corporate city limits of Helotes.

The current contractor is responsible for disposal of solid waste and heavy trash and processing of the recyclables collected.

1. **Residential Services.** Under the current contract, the contractor provides services to approximately 3,118 residential customers within the City. Customers receive twice per week collection of one canned/cart and three (3) bagged solid waste and/or bundled brush (up to three (3) bags not to exceed 35 lbs. each or bundles of brush/limbs no greater than four (4) feet.), and recycling collection once a week. In addition, customers receive brush and white good/bulky item collection and disposal services twice per year (each) with a limit of thirty (30) cubic yards of compacted brush or non-compacted bulky/white good items.

2. **Commercial Services.** The City currently provides 124 commercial customers with a mixture of cart/can or bagged solid waste service similar to that provided residential customers, front load dumpster services and/or roll-offs.
3. **City Services.** Last, the current contract also provides for solid waste and recycling services to City Facilities. Other City Services provided under the current contract include solid waste collection and roll-offs for special events and disposal of a minimum of eight hundred (800) cubic yards of compacted brush, trees and other plant materials per municipal fiscal year. City Services are not billed to the City.

## **SPECIFICATIONS**

The purpose of this section is to familiarize Proposers with the requested scope of services. Proposer must carefully review the Agreement in Appendix B for the complete scope of services. Services performed will be in accordance with the Agreement included as Appendix B. The Agreement in Appendix B is based on twice per week collection of solid waste via bags/cans/carts, once per week collection of program recyclable materials via carts, and a household hazardous waste and electronics program for Residential Service Units and the Proposer providing disposal of all solid waste. If the City elects an alternative scope of services for residential services, the Agreement shall be amended accordingly. The following is an overview of the scope of services.

1. **Agreement Term.** An Agreement awarded in response to this RFP will be for an initial term of five (5) years with a City option for two (2) two-year renewal terms; unless earlier terminated as provided in the Agreement.
2. **Exclusive Franchise.** The successful Proposer will be granted the exclusive right to provide residential services, commercial services, roll-off services, bulk/brush services and City services except as explicitly excluded in the Agreement.
3. **Residential Services.** The City is considering the following residential service options:
  - A. **Residential Service :**
    - **Solid Waste Services:** Twice per week collection of unlimited solid waste contained in bags/cans/carts and yard trimmings in bags/bundles;
    - **Program Recyclable Materials Services:** Once per week collection of program recyclable materials contained in or adjacent to carts;
    - **Program Household Hazardous Waste and Electronics Services:** At least once a year collection of program household hazardous waste and electronics at a specific site provided by the City.

### ***Add-alternates for residential bulk trash and brush collection services are as follows:***

**Alternate #1:** Once per month bulk trash and brush collection (maximum of 6 compacted cubic yards per brush collection and 6 cubic yards per bulk trash collection), with items collected within 48-hours of being placed out. The City has a strong preference for proposals that elect to respond to Alternate #1 to

complete the bulk trash and brush collection on the same day that regular service is provided to a property. For example, if residential collection is typically made on Tuesday, then the monthly bulk and brush collection should also be made on a Tuesday in that month.

**Alternate #2:** Six times per year (maximum of 12 compacted cubic yards per brush collection and 12 cubic yards per bulk trash collection), on-call bulk trash and brush collection service, with residents being allotted a maximum of six bulk trash and brush collections per year, available “on-demand” and scheduled at the request of a resident. Collections must be made within 48-hours of being placed out.

**Alternate #3:** Twice a year at different dates and times coordinated between the City and the Contractor. Maximum of thirty (30) cubic yards of compacted brush per collection or non-compacted bulk trash per collection.

**4. Commercial Services.** The successful Proposer shall provide collection of solid waste via dumpsters or dumpster compactors. For small Commercial Service Units that are low waste generators, the successful Proposer shall provide collection of solid waste via carts. For Commercial Service Units that are multi-family properties, the successful Proposer shall offer, as an optional service, collection of program recyclable materials at the same rate or less than equivalent solid waste collection services.

**5. Roll-off Services.** The successful Proposer may provide collection of solid waste, including construction and demolition debris, via roll-off and roll-off compactors.

**6. City Services.** The successful Proposer shall provide City Services in accordance with the Agreement. The successful Proposer shall provide City Services at no cost to the City unless explicitly authorized in the Agreement. City Services will include, but not be limited to, the following:

- Collection and disposal of solid waste from City Facilities; and
- Collection and processing of program recyclable materials from City Facilities.
- Roll-off containers provided for four City events to be held in the spring, summer, fall, and winter.
- Disposal of a minimum of eight hundred (800) cubic yards of compacted brush, trees and other plant materials per municipal fiscal year.

**7. Program Recyclable Materials Collection.** Program recyclable materials shall include those materials as defined in the Agreement. The successful Proposer may identify other materials that the City may elect to include in its recycling program.

**8. Residential Services Set-Out Limits.** For residential services, solid waste set-out limits shall not be enforced for (i) first collection following a holiday; (ii) first collection following a move-out or move-in, and (iii) Monday of last full week in December to Saturday of first full week in January.

**9. Collection Days.** Residential services are to be provided from Monday through Friday. Each Residential Service Unit shall receive solid waste services and all other collection services (i.e. program recyclable materials services and bulky waste services) on the same scheduled collection day. For residential services, the City has a strong preference for all residential services be provided on the same scheduled collection day each week. For other services, the successful Proposer and customer shall mutually agree on collection days.

**10. Collection Times:** Residential services and commercial services on properties adjacent to residential properties shall be done between the hours of 7:00 a.m. and 7:00 p.m.

**11. Disposal Services.** Proposers must propose on providing disposal of all solid waste, including bulky waste, collected. The proposer must indicate in the proposal the sites where solid wastes will be disposed.

**12. Processing Services.** The successful Proposer shall provide all processing of program recyclable materials and program household hazardous waste and electronics collected.

**13. Holidays.** If a holiday occurs on a scheduled collection day for a Residential Service Unit, the successful Proposer shall perform the collection for the holiday and the remainder of the week ending on the next calendar day after the scheduled collection day.

**14. Collection Location.** Unless otherwise instructed in writing by the City, the successful Proposer shall provide collection for Residential Service Units at the curbside of the residential lot. All other collection services shall be provided at a location agreed upon between the successful Proposer and the customer and not objected to by the City.

**15. Public Education and Outreach.** The successful Proposer shall develop, submit for approval from the City, and distribute public education and outreach materials, including program introduction notices and non-acceptable set-out notices, in accordance with the Agreement.

**16. Carts.** The successful Proposer shall provide carts that will be used for the Agreement. The carts shall meet the requirements set forth in the Agreement. Carts for Residential and Commercial Cart Solid Waste services shall be 96 gallons. Carts for recycle may be of smaller size as proposed by the Proposer and accepted by the City. The successful Proposer shall be responsible for the carts during the Agreement term including, but not limited to, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements.

**17. Collection Vehicles.** The successful Proposer shall utilize collection vehicles that meet the requirements set forth in the Agreement. This includes a requirement that collection vehicles shall be six (6) years old or less.

**18. Customer Service.** The successful Proposer shall be responsible for managing all customer service requests in accordance with the requirements of the Agreement. As set forth in the Agreement, the successful Proposer shall provide monthly reports of customer service requests to the City.



**19. Billing.** The Proposer shall be responsible for billing base services for all residential services and commercial cart services and all other billing.

**20. Franchise Fee.** The successful Proposer shall pay the City a franchise fee equal to six percent (6%) of gross billings for services provided via the Agreement within the City.

**21. Performance Bond and Insurance.** The successful Proposer shall comply with performance bond and insurance requirements set forth in the Agreement.

## **PROPOSAL CONTENT**

Proposers must submit the following information with Proposal packets in support of their Proposals. Proposers are encouraged to use the following format as a Table of Contents for submittals.

### **1. Section 1 – Letter of Intent and Company Overview**

- a. Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the Proposal Deadline. The letter shall include a signature from a representative authorized to legally bind the proposing company.
- b. Proposers shall complete Form 1 of Appendix C – Company Information.

### **2. Section 2 – Method of Approach**

- a. **Overview of Approach to Services.** Proposer shall provide a brief overview of the method of approach for providing the following:
  - i. Residential Services
  - ii. Commercial Services
  - iii. Roll-off Services
  - iv. City Services
- b. **Description of Personnel.** Proposer shall meet the personnel standards as set forth in the Agreement. Proposer shall describe the following:
  - i. Proposer shall describe policies and procedures that are in place to ensure that personnel performing services are qualified and proficient; and any provisions in place to assure that sex offenders and persons with a criminal history involving violence are not providing services within the City on behalf of the proposer.
  - ii. Proposer shall describe any training programs for personnel.
  - iii. Proposer shall describe its driver safety programs, including medical and drug testing, driving record monitoring, and measures taken when safety issues identified.
  - iv. Proposer shall describe the dress code that is required for personnel.
- c. **Recyclable Materials to be Collected.** Proposer shall identify all program recyclable materials to be collected.
  - i. Proposer shall collect, at a minimum, the materials defined as program recyclable materials and program household hazardous waste and electronics in the Agreement. Proposer shall identify any additional materials that can be

- collected as part of the recycling program at no additional cost.
- ii. Proposer shall describe approach to processing materials that can be collected as part of the recycling program.
- d. Residential Services Collection Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps for Residential Service Units. Residential services are to be provided from Monday through Friday. Each Residential Service Unit shall receive Solid Waste Services and all other collection services (i.e. program recyclable materials services) on the same scheduled collection day. For residential services, the City has a strong preference for all residential services to be provided on the same day, but will consider alternative options. Proposers must describe the collection route schedules and maps. Proposers must describe the number of routes for each collection operation (e.g. solid waste, recycling, bulky).
- e. Description of Carts.**
- i. Proposer shall describe the carts that will be purchased by the Proposer. The description shall include, at a minimum, the manufacturer, capacity and color. Photos of the proposed carts should be included.
  - ii. If requested, Proposer shall provide a sample of the carts to the City.
  - iii. Approach to Minimize Cart Damage: Proposer shall describe procedures used to minimize damage to carts.
- f. Description of Commercial Containers.**
- i. Descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed commercial containers and roll-offs should be included.
  - ii. Proposers must provide a description of the maintenance program, including frequency of cleaning and any fees associated with excessive maintenance.
- g. Description of Collection Vehicles.** Proposer shall provide a description of all collection vehicles to be used to provide services under the Agreement. Collection vehicles shall comply with the requirements of the Agreement. Descriptions shall include:
- i. Make, model, and age of each proposed vehicle. Photos of each type of vehicle proposed should be included.
  - ii. Number of front line and spare vehicles to be used to perform each service.
  - iii. Any future equipment to be acquired and a timeline for acquisition of new equipment.
  - iv. Number of personnel needed for each collection crew to conduct each service.
  - v. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning vehicles. Environmental features or benefits of proposed collection vehicles (e.g. compressed natural gas).
  - vi. Any features of the vehicles, and any procedures followed, to prevent trash from blowing out of the vehicles; and any procedures or policies employees are to follow in the event of spillage during collection, including provision for clean-up and timing thereof.

- h. Disposal Facility Information.** For disposal services provided by the Proposer, Proposers shall provide the following information for all facilities to be used under the Agreement.
- i. Name, location, and description of the facility.
  - ii. Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the disposal facility is the same as the Proposer, a related-party entity, or subcontractor.
  - iii. Contact name and phone number of the site manager.
  - iv. For disposal services provided by the Proposer, provide the following information:
    - v. Term of the Proposer's contract with the facility.
    - vi. If the facility is owned and operated by the Proposer, provide a guarantee to provide the disposal services proposed and guaranteeing the capacity required over the term of the Agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the disposal services proposed and guaranteeing the capacity required over the term of the Agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.
- i. Processing Facility Information.** Proposers shall provide the following information for all processing facilities to be used under the Agreement.
- i. Name, location, and description of the facility and the type of material that will be processed at the location.
  - ii. Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
  - iii. Contact name and phone number of the site manager.
  - iv. Term of the Proposer's contract with the facility.
  - v. If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing services proposed and guaranteeing the capacity required over the term of the Agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the processing services proposed and guaranteeing the capacity required over the term of the Agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.
- j. Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
- i. Description of customer complaint resolution procedures.
  - ii. Proposed customer call center information.
  - iii. Description of proposed policies for set-outs that exceed set-out limits.

- k. **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing services. Proposer shall include a description of proposed non-payment procedures.
- l. **Description of Transition Plan.** Proposer shall describe its proposed strategies to ensure a smooth transition from the current contractor to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
  - i. Individual or group of individuals that will oversee the execution of the transition plan.
  - ii. Proposed approach, including equipment, personnel, and schedule, for delivering carts to Residential Service Units. Proposers shall also describe how the delivery of carts will be conducted.
  - iii. Proposed approach for commercial container delivery, including a proposed date for the completed transition.
  - iv. Overall schedule for the transition.
  - v. Proposed strategies for customer communication regarding the transition of service providers, including Residential Service Units and Commercial Service Units.
- m. **Description of Exceptions to Agreement.** Proposer shall identify any and all exception(s) to this RFP and the Agreement. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP or the Agreement will be considered and included in the City's evaluation. If Proposer fails to list any exceptions, Proposer shall not raise any exception later if selected for award.

### 3. Section 3 – Experience and References

- a. **Experience of Key Personnel.** Proposer shall provide an organizational chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City.
- b. **References.** Proposers shall provide a minimum of three references for other communities, preferably in the Bexar County area, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:
  - i. Name of community and description of services provided including number of Residential Service Units and Commercial Service Units. Contact person, including name, title, phone number, and email address.
  - ii. Number of years of service and year in which services began.

### 4. Section 4 – Insurance, Performance Bond, and Financial History

- a. Proposal shall include a statement that Proposer agrees to comply with

the performance bond and insurance requirements set forth in the Agreement.

- b. Proposer shall furnish a copy of the Proposer’s most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statements and complete federal tax return for the last two (2) years.

**5. Section 5 – Other Forms**

- a. Proposers shall complete Appendix A - Conflict of Interest Questionnaire
- b. Proposers shall complete Appendix C - Forms 1 - 3
- c. Proposes may complete Appendix C - Form 4

**PROPOSAL EVALUATION**

Award of an Agreement will consider the best fit and value for the City’s needs based on the proposal, and any subsequent discussions and proposal changes provided for in the RFP Process.

Each factor has a score value of 1 to 10, with 10 being the highest and 1 being the lowest. Each factor also has a weight. The point value for a factor is derived by multiplying the score received times the weight for the factor. The maximum points for a factor is 10 times the weight. The points for each factor are totaled to arrive at the total points. The maximum total points is 100.

Factor	Max. Score	Weight	Max. Points
Proposed services, including approach, methods and types/levels of services proposed, and fit with City needs	10	3	30
Pricing/cost, and additional consideration to the City/community	10	3	30
Ability to satisfactorily provide the services as proposed, including experience, references, past performance, reputation, financial stability, and ability to provide required bonding and insurance	10	3	30
Extent of acceptance of material Agreement terms	10	1	10
Total			100

The City may elect to conduct interviews of Proposers. If the City conducts interviews, the presentation shall be led by the Proposer’s proposed day-to-day contact person for the City. Interviews are tentatively scheduled for February 14 - 16, 2022. Proposers will be re-scored once the interviews are complete.

# **APPENDIX “A”**

## Conflict of Interest Questionnaire

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or  
(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



### **Disclosure of Interested Parties (Form 1295)**

Prior to entering into a contract with the City for the services to be provided pursuant to this RFP, the successful proposer must complete a “Disclosure of Interested Parties” form (Form 1295) on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) . By law, the City cannot sign an agreement with the successful proposer until Form 1295 is completed.

### **Certification Regarding Boycotting Israel**

Texas Government Code §2270.002 prohibits a governmental entity from entering into a contract with a company for goods and services unless the contract contains a written verification from the company that the company does not boycott Israel and that it will not boycott Israel during the term of the contract. Any proposer that cannot so certify shall be disqualified.

# **APPENDIX “B”**

Agreement