

**REQUEST FOR PROPOSALS
FOR
BODY WORN CAMERA & IN-VEHICLE CAMERA
SYSTEMS WITH VIDEO EVIDENCE STORAGE SOLUTION**



Submission Deadline:

December 8, 2023

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CITY OF HELOTES
BODY WORN CAMERA & IN-VEHICLE CAMERA SYSTEMS WITH VIDEO EVIDENCE
STORAGE SOLUTION
REQUEST FOR PROPOSALS
Project # 2023 – 002

I. INTRODUCTION

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

The City is seeking proposals to provide body worn cameras and in-vehicle camera systems for Law Enforcement as well as a management platform for video storage. Also, to include installation, warranties, training, software and maintenance support.

The City reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids and to award contracts in a manner consistent with the City and laws governing the State of Texas.

II. SCOPE OF SERVICES REQUIRED

The City is seeking proposals for a Law Enforcement camera system for both body-worn and in car; that provides an ease of use, single management platform and video storage. The proposal should also include installation (sub-contracted or in-house), warranty, training, software and maintenance support for their products.

The proposal necessary specifications, needs to include solutions for an integrated body worn camera system and vehicle camera system with video storage / management control.

The proposal is to include separate Alternative Bids for (1) video redaction software and (2) License plate recognition software. All bids must be formatted to include separate prices for base and alternative bids. The selected recipient(s) are responsible for their own measurements for the manufacturing and installation of the materials.

BID SPECIFICATIONS

The contractor shall have the qualifications, knowledge and experience to properly and reliably perform the Scope of Services herein described. The contractor shall provide sufficient qualified personnel to perform the Scope of Services required in a timely accurate and professional manner.

Bids are to include prices and specifications for this project as described below. Qualified contractors shall take their own measurements for the manufacturing and installation of the materials.

1) Body Worn Camera (BWC) Specifications

Proposal for setup and configuration of 25 Body Worn Cameras

Waterproof, shockproof case (Min. IP66).

InfraRed Capability

Multiple mounting options – on the body, i.e. clasps, plates, etc. Also list other mounting options, such as sunglass mounting, caps or helmets and vehicle.

Ability to record continuously for a minimum of 7 hours.

If camera has pre-record, must have the ability to deactivate the feature.

Audio and video recording required.

Minimum resolution settings of 480p/720p/1080p.

Minimum of 30 frames per second video.

Multiple charging options, AC, 12V DC.

WiFi & GPS features are not a requirement, but these features will be considered.

2) Vehicle Camera Specifications

Proposal for setup and configuration of 11 Patrol Vehicles to include (9) 20-23 Ford Explorers, and (1) 2023 Chevrolet Tahoe.

Front dash cam and Rear seat (cage) camera.

“Ease of Use” Solution for cable termination at the cameras and are swappable by an officer (rather than a swap-out require running new cables underneath the Car interior panels installed by a tech).

Touchscreen Display or a Windows 10 Operating System compatible software application.

Wireless microphone to record audio during event recording or other comparable solution(s).

DVR box / CPU for the cameras with WiFi and GPS.

All cameras have minimum resolution settings of 480p/720p/1080p.

Minimum of 30 frames per second video.

Companies should state if their system can interface with car radar. Feature not required but will be considered.

Auto-shut off timer: specify if independently battery powered or is compatible with Macom Charger.

3) Video Evidence Storage / Management Specifications

Bid for 7 Command staff with admin access and 22 officers with regular access the cloud evidence storage with the ability to add more later.

A single Evidence Management Suite app or web-based portal for both body-worn and vehicle camera videos.

Evidence Management Suite should come with a robust case management solution. Companies are encouraged to include in their bid all features of the case management solution.

Off site, secure, cloud storage for both Body Worn Camera and Vehicle Camera evidence data and/or solutions for local storage (i.e. servers)

Companies must provide cost per Gigabyte and all other pricing and fees for cloud storage.

Clear indication of storage costs, equipment replacement costs, hardware costs, software costs and cloud transactions costs. Disclosure of all additional costs.

24-hour access for viewing or downloading the stored videos.

Ability to export audit trail (chain-of-custody) along with video in an industry standard video file format.
Ability to generate a shareable encrypted web link to video evidence data.

Ability for retrieval of videos based on metatage classification, as well as deletion of videos based on retention schedules dictated by the metatage classification.

Ability for administrative users to mark time and location in videos and as well as the capability for redaction and or editing with audit logs created for all user actions.

Detail on how the Evidence Management platform can accommodate other video evidence (e.g. video/photo evidence submitted by other agencies, or the community) into the case management solution.
Not a requirement.

Upon termination of the contract, City shall be given sufficient time to download all audio and video content.

Acknowledgment that all data is property of the city and must be made available at no additional cost.

Storage solution must be in compliance with the Law Enforcement Criminal Justice Information Services (CJIS). No external party-initiated connections will be allowed. The storage facility must be located within the United States including data storage for disaster recovery solutions. Please see link for additional CJIS standards. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>].

4) Installation, Warranty, Training and Support Specifications:

All terms, conditions and costs for installation of vehicle camera solution (specify if in-house or sub-contracted)

All terms, conditions and costs for equipment warranties offered

All terms, conditions and costs for training offered (at minimum for Police Command staff, e.g. train-the-trainers)

Unlimited Support

5) Additional Bids:

The contractor is to prepare separate Alternative Bids for (1) video redaction software and (2) License plate recognition software. All bids must be formatted to include separate prices for alternative bids.

Video evidence redaction software

Function, capabilities and any hardware/software requirements

Terms, conditions and costs

License plate recognition camera reader and software

Function, capabilities and any hardware/software requirements

Terms, conditions and costs

III. PROPOSAL INSTRUCTIONS

All proposals shall be submitted to the following point of contact:

City of Helotes
Attention: Celina Perez, City Secretary
12951 Bandera Rd.
Helotes, TX 78023

Phone: (210) 695-5911

Fax: (210) 695-2123

Email: citysec@helotes-tx.gov

Proposal Deadline: All bids must be received no later than 3:00 P.M., on Wednesday, December 8, 2023. Late proposals will be rejected and returned unopened. The time as kept by the City Secretary shall be the official time and shall control. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival. The City will not be responsible in the event that the U.S. Postal Service or any other carrier system fails to deliver the sealed proposal to the City by the given deadline above.

Mark the Envelope: RFP-23-01 Proposal for Body Worn Camera and In-Car Camera System. 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

Pre-Bid Meetings: The City of Helotes will have a non-mandatory pre-proposal conference on **Wednesday, November 15, 2023 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 Krista Vaillencourt, Secretary for the Chief of Police, at kvallencourt@helotes-tx.gov no later than **4 PM CST on Friday, November 27, 2023**. 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. Only those inquiries the City replies to by writing shall be binding. Oral and other interpretations or clarifications will be without legal effect.

Amendment to RFP: Should specifications be revised prior to the deadline for submission of the RFP, the City will issue addendum addressing the nature of the change and post them on the City's website

<http://www.helotes-tx.gov> under “Notices.” Respondent should acknowledge any addendum and return the form with their RFP package. Respondent is responsible for checking the City’s website to determine if any addendum have been issued prior to submitting their RFP response. Failure to consider all addenda will be at the respondent’s risk.

Proposal Opening: Friday, December 8, 2023 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.

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.**

Any cost or expense incurred by the submitting company that is associated with the preparation or selection process of the proposal shall be borne solely by said company.

CRITERIA EVALUATION AND SELECTION

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.

Ease of Use Solutions (20%)

Installation, maintenance, training, and support offerings (10%)

Adherence to the technical requirements of the RFP (20%)

Proposal Pricing (50%)

AWARD SCHEDULE

Award schedule milestones are as follows. All times are Central Standard Time.

| Date | Activity |
|------------------------|---------------------------------|
| November 8 , 2023 | Issue Request for Proposals |
| November 8 , 2023 | RFP Notice in Newspaper |
| November 15, 2 PM | Pre-Bid Meeting |
| November 27, 3 PM | Deadline for Questions |
| December 8, 2023, 2 PM | Submittal Deadline |
| January 25, 2024 | Recommendations to City Council |

RESERVATION OF RIGHTS AND CONTRACT REQUIREMENTS

- City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- The Contract, if awarded, will be awarded to the Respondent(s) whose submittal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- City intends to require the selected Respondent(s) to execute the contract with the City in substantially the form as attached prior to City Council award. No services, under provisions of the proposed contract, shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in the Contract. Contract documents are not binding on City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- This RFP does not commit the City to enter into a Contract, award any services related to this RFP, nor does it obligate the City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- If selected, Respondent will be required to comply with the insurance and indemnification requirements established in the resulting contract.
- Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor.

- The Respondent acknowledges that the City is a political subdivision of the State of Texas and under the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. No provision in the Contract is intended to be, nor will it be construed to be, a waiver by the City of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege allowed under the laws of the State of Texas.

Police Department

REQUEST FOR PROPOSALS FOR BODY WORN CAMERA & IN-VEHICLE CAMERA SYSTEMS WITH VIDEO EVIDENCE STORAGE SOLUTION

ATTACHMENTS



CITY OF HELOTES
12951 Bandera Rd
HELOTES, TEXAS 78023

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

| | | |
|--|--|---|
| ISSUE DATE: | | Request For Proposal Title <div style="background-color: blue; color: white; padding: 5px; text-align: center;"> Body-Worn and In-Car Camera System </div> |
| DATE OF CLOSING: TIME OF CLOSING: | December 8, 2023 2:00 p.m. CDT | DEPARTMENT: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">Police Dept.</div> |
| SUBMIT TO: | City of Helotes 12951 Bandera Rd Helotes, TX 78023 | |

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

| | |
|----------------------|-------------------------|
| Legal Name of Firm: | |
| Address: | |
| City: | |
| State: | Zip Code: |
| Contact Person: | |
| Office Phone Number: | Alternate Phone Number: |
| E-Mail Address: | Fax Number: |

Signature of Authorized Individual

Typed Name of Authorized Individual

Date

Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

- (a) **Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents

/ representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

- (b) **Criminal Histories.** Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to

the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

- (c) **Voidable Contract.** Contractor's failure to abide by disclosure and explanation requirements, in and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any:

☐ Partnership

☐ Corporation

If checked, check one: ☐ For-Profit

☐ Nonprofit

Also, check one: ☐ Domestic

☐ Foreign

☐ Other: If checked, list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☐

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ☐ No ☐ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas? Yes ☐

No ☐ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☐ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ☐ No ☐ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☐ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

REFERENCES - Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____ Email: _____

Reference No. 2:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 3:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____ Email: _____

Reference No. 4:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Attachment D

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

Attachment E

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 . 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.

ATTACHMENT F

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Helotes shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Helotes.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

| Type of Insurance | Amount of Insurance | Provisions |
|--|--|--|
| 1. Workers' Compensation 2. Employer's Liability | Statutory \$100,000 each accident | City to be provided a waiver of subrogation. |
| 3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability | \$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors. |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. | |
| 5. Crime/Employee Dishonesty (including monies and securities) | \$250,000 | |
| 6. Indemnification Bond* | \$250,000 | |

*If applicable.

ATTACHMENT G

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND IT AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil

action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

ATTACHMENT H

VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

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

Date

Printed Name

ATTACHMENT I

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

| Tab in Proposal | Document | Initial to Indicate Document is Attached to Proposal |
|------------------------|---|---|
| | *Submittal Cover / Signature Sheet (RFP Attachment A) | |
| | Table of Contents | |
| | Executive Summary | |
| | Respondent Questionnaire (RFP Attachment C) | |
| | *Conflict of Interest Questionnaire (RFP Attachment D) | |
| | Proof of Insurability (Letter and Copy of Current Certificate of Insurance) | |
| | Experience, Background, Qualifications | |
| | Proposed Services | |
| | *Vendor Acknowledgement Form (RFP Attachment H) | |
| | Proposal Checklist (RFP Attachment I) | |
| | One (1) Original and Four (4) Copies of Proposal | |

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.