

CITY OF HELOTES
REQUEST FOR PROPOSALS FOR
COLLECTION OF HOUSEHOLD HAZARDOUS WASTE

Submission Deadline: December 8, 2023



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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:

Background: The City is seeking proposals from qualified respondent to provide collection, transportation, and disposal of household hazardous waste (HHW) for the City of Helotes, Texas in a one-day event.

Selected proposer shall perform the specified service, twice annually, on a mutually agreed upon date within the calendar year, at the quoted prices. The hours of operation for accepting HHW are typically 7:00 a.m. to 1:00 p.m. but may be modified according to the proposer's recommendation.

Services: Household Hazardous Waste collection, transportation and disposal.

Proposal Deadline: **Friday, December 8, 2023, 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. 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 proposal to the City by the given deadline above

Mark Envelope: RFP-23-01 Proposal for Household Hazardous Waste 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
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, 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 or clarifications of this RFP should be directed to Corey Vullo, Public Works Director, at cvullo@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. **Questions or clarification deadline will be no later than 12:00 Noon CDT, on Wednesday, November 22, 2023.**

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.

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.**

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 Attachment D.

SCOPE OF SERVICES

The City of Helotes, hereafter referred to as the "City", seeks a contractor for collection and management of Household Hazardous Waste (HHW) at collection events. The City holds up to two, four hour events per fiscal year, spaced throughout the year, hereafter referred to as a "HHWC". Events allow household users of hazardous materials to dispose of their materials at a centralized location, in an orderly and environmentally safe manner. The average numbers of participating vehicles per event has been 100 over the past year. The awarded proposer, hereinafter referred to as "Contractor", shall provide categorization, packaging, manifesting, transportation, and disposal of HHW for the City, as set forth herein. These specifications are the minimum requirements for this activity and until revised or rescinded shall apply to each future HHWC. Any use of subcontractors must be noted in submission. Cost proposals shall be based on all costs associated with services.

Contractor services shall be conducted on the dates mutually agreed upon and take place at a site determined by the City. Recent events have been held at Helotes City Hall, 12951

Bandera, Helotes, Texas. (Note that the site does not have a covered area for use during events. If Contractor desires a covered work area, tent rental should be included in cost proposal.)

The HHW program is managed by the City's Public Works Department. The City Public Works Director and/or designee, hereinafter referred to as "HHWC Manager", will coordinate and monitor each HHWC and Contractor services on behalf of the City

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 following information provide is only to be used an example of possible collection event. It is by no means meant to be accurately amount of future collections. The City has 3,015 homes that are eligible for a HHWC. The City had their first HHWC event in seven years, the following is the amount of materials removed from the City's June 17, 2023 event.

Waste Category	Lbs
LEAD ACID BATTERIES	153
BATTERIES- NICAD- UNIVERSAL WASTE	17
LIGHT BULBS -CIRCULAR/COMPACT/INCANDESCENT	34
BATTERIES- LITHIUM ION- UNIVERSAL WASTE	27
LIGHT BULBS - 4' - UNIVERSAL WASTE	126
USED OIL FILTERS	57
LIGHT BULBS - HID/VAPOR - UNIVERSAL WASTE	15
ANTIFREEZE	110
OIL BASED PAINT (LOOSEPACK/BULK)	1,353
LATEX PAINT (LOOSEPACK/BULK)	5,992
AEROSOLS	181
FLAMMABLE LIQUIDS (LOOSEPACK AND BULK)	1,176
ALKALINE BATTERIES	110
USED MIXED OIL	667
CYLINDERS- PROPANE- HHW	119
CYLINDERS- FIRE EXTINGUISHERS	74
NON PCB BALLASTS AND CAPACITORS	10
LABPACK - GENERIC INCINERABLE TO HTS	4
AEROSOL CANS/EXPIRED,USED&UNUSED FOAMING-	27
Total pounds disposed	10252

General Requirements

Contractor shall perform all actions and services in full compliance with all applicable federal, state, and local laws, rules, regulations and orders of regulatory agencies, including but not limited to Texas Commission on Environmental Quality (TCEQ), Department of Transportation (US DOT) and Environmental Protection Agency (EPA). Contractor shall assume "Generator" status of all materials accepted by Contractor at HHWC and shall assume all responsibilities thereof.

Contractor shall assure that materials collected shall be accepted for recycling and/or disposal at the final disposal site. Contractor shall assure all liability for the time work begins until final disposition, including, but not limited to, handling at the HHWC and transportation to the disposal site.

Contractor shall provide properly trained and qualified staff necessary to review, segregate, package, manifest, and transport incoming waste types and volume. Contractor shall be responsible for furnishing all equipment, supplies, and labor required to categorize, package, manifest, transport, and dispose of household hazardous waste collected at HHWC. Contractor shall be responsible for all costs included in the handling and disposal of HHW.

Contractor shall exercise proper and accurate record keeping. Within thirty (60) days of HHWC, Contractor shall provide to the City: Certificates of disposal/destruction indicating the date, location, and method of treatment and disposal of the waste at the designated and permitted facilities. Copies of all manifests that includes written description, quantity and US DOT classification of each type of material collected

Invoices for payment, with an itemized list of costs for HHWC services performed, consistent with prices submitted in this agreement.

HHWC Recipients

The HHWC is only for Helotes residents. Residents shall have a valid picture ID and a copy of their most recent solid waste bill. City staff will be responsible for checking all HHWC recipients, unless agreed upon with selected Contractor.

HHW to be Collected or Prohibited

The following is the suggested waste to be collected: Aerosols, Acids, Alkaline Batteries, Antifreeze, Batteries, Corrosives, Electronics, Flammables (bulked), Flammables (packed), Fluorescent Bulbs, Latex Paint (bulked), Latex Paint (packed), Lithium Batteries, Mercury, Motor Oil (recycle), Ni-Cad Batteries, Non-Hazardous Liquids, Oil Base Paint (bulked), Oil Base Paint (packed), Oil Filters, Other Batteries, Oxidizers, Poison solids, Poison liquids, Propane (small cylinders), Propane (BBQ), and Reactives.

The following limitation will also be placed on the recipients, paint and other liquid waste are limited to five 5-gallon cans and 25 1-gallon cans with a 220-pound limit.

References and Experience:

Contractor shall provide references and experience that they have in on-site collection event and HHW program management.

City Responsibilities

- Shall submit a forty-five (45)-day notification letter to TCEQ.
- Shall provide a suitable site for the HHWC, and complete any traffic control for the HHWC.
- Shall provide staff for handling non-hazardous waste generated by the HHWC.
- Shall provide on-site restrooms for HHWC staff.
- Shall provide a letter of Authorized Land Use for Household Hazardous Waste Collection Event.
- Shall insure only approved recipients use the HHWC, unless otherwise agreed upon.

Agreement Term

An Agreement awarded in response to this RFP will be for an initial term of one (1) year with the option to extend it in one-year intervals for three (3) additional years up to a total of 4 years. The City and Contractor may terminate this contract at any time and for any reason by giving at least sixty (60) calendar days notice in writing to each other.

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.

SUBMITTAL REQUIREMENTS

The following information shall be required in the RFP submittal:

A. Letter of Transmittal

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following information and statements:

- 1 Company name, address, telephone number(s) of the firm submitting the proposal;
- 2 Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed;
- 3 Federal and state taxpayer identification numbers of the firm;
- 4 An executive summary briefly stating the Respondent's understanding of the services to be performed and the Respondent's ability to meet the City's goals and objectives.
- 5 The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.

B. Fee Schedule

Respondent must include all expenses related to the services offered. No additional fees will be considered unless they are disclosed and approved in advance by the City of Helotes. Respondent will complete and submit Attachment G, "Fee Schedule Worksheet." All costs associated with the scope of services in reference to HHW Services must be included.

C. Additional Forms

Respondent's submittal shall also include any forms or attachments listed in Attachment K, "Proposal Checklist."

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE-REFERENCED DOCUMENTS MAY RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM**

CONSIDERATION.

SUBMITTAL INSTRUCTIONS

- A. Respondent shall provide five (5) copies of their submittal, one (1) clearly marked, "Original" and signed in blue ink and four (4) duplicates. All copies must be submitted in a sealed package, clearly marked on the front of the package "HOUSEHOLD HAZARDOUS WASTE SERVICES" All submittals must be received by the City Secretary no later than 2:00 p.m. CDT, Friday, December 8, 2023 at the address below.

City of Helotes
c/o City Secretary
12951 Bandera Rd
Helotes, Texas 78023

Any submittal received after this time shall not be considered. Submittals sent by facsimile or email will not be accepted.

- B. Submittal Format: Each submittal shall be typewritten or computer fillable text and submitted on 8 1/2" x 11" white paper. Font size shall be no less than 12-point type. Margins shall be no less than 3/4" around the perimeter of each page, double-sided pages are encouraged. Originals shall be easily identifiable and shall be signed in blue ink. Each page shall be numbered. Electronic files shall not be included as part of the submittal; compact disks and/or computer disks submitted as part of the submittal shall not be considered. Each submittal must include the sections and attachments included herein as part of this RFP, in the sequence listed in the Submission Requirements Section, and each section and attachment must be indexed with divider tabs and included in the Table of Contents page (Form #2 in RFP). Failure to meet the above conditions may result in disqualification.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include their 9-digit Internal Revenue Service Taxpayer number on the City of Helotes Substitute W-9 Form. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity in its submittal, the Chief of Police shall have the discretion, at any point in the contracting process, to suspend consideration of the submittal.
- D. All provisions in Respondent's submittal, shall remain valid for ninety (90) days following the deadline date for submissions or, if a submittal is accepted, throughout the entire term of the contract.

- E. All submittals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

COMMUNICATION GUIDELINES

Once the RFP has been released, Respondents are prohibited from communicating with City staff and officials regarding the RFP, with the following exceptions:

- A. Respondents are prohibited from communicating with elected City officials regarding the RFP or Submittals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Respondents’ Submittals. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent’s submittal from consideration. Exceptions to the restrictions on communication with City employees include:
 - 1. Questions and responses during the pre-submittal conference.
 - 2. Respondents may submit questions concerning this RFP to the staff electronically at cvullo@helotes-tx.gov before 12:00 Noon CDT, on Wednesday, November 22, 2023. Questions received after the stated deadline may not be answered. Received questions and responses will be posted to the City’s website at <http://www.helotes-tx.gov> by 5:00 p.m. CDT, on Monday, November 27, 2023.
 - 3. Respondents may provide responses to questions asked of them by the City staff or officials after responses are received and opened and during any subsequent interviews.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- C. If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor’s business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

AMENDMENTS TO RFP

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made

in writing only.

PROPOSAL EVALUATION

The proposals will be ranked based on the following evaluation criteria:

<u>Criteria</u>	<u>Points</u>
<u>References, Experience</u>	<u>30 pts.</u>
<ul style="list-style-type: none">• Experience and reputation in managing HHW programs in compliance of all regulations and guidelines• Experience with on-site collection events, like City's events• Personnel with applicable experience and training• Financial stability	
<u>Household Hazardous Waste Services</u>	<u>40 pts.</u>
<ul style="list-style-type: none">• Services proposed, including types of waste Contractor can handle• Availability of preferred disposal methods, e.g., types of materials planned for reuse and recycling• Ability to ensure waste is collected, packed, and transported safely and appropriately	
<u>Cost of Services</u>	<u>30 pts.</u>
<ul style="list-style-type: none">• Complete – both spreadsheets are completed, and all costs associated with services are itemized• Competitiveness of cost of services• Demonstrated commitment to cost-saving strategies (e.g., materials bulking, identification of materials for reuse, etc.)	
<u>TOTAL</u>	<u>100 pts</u>

The City reserves the right to request additional information or clarifications from all Proposers and to allow corrections of errors or omissions. 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.

AWARD OF CONTRACT & RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. If selected, Respondent will be required to comply with the insurance and indemnification requirements established in the resulting contract.
- H. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- I. 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.
- J. 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.

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS FOR HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICES

ATTACHMENTS



CITY OF HELOTES
12951 Bandera Rd
HELOTES, TEXAS 78023

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:		Request For Proposal Title
		HHW Services
DATE OF CLOSING:	December 8, 2023 2:00 p.m. CDT	DEPARTMENT:
TIME OF CLOSING:		PUBLIC WORKS
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:	
OfficePhoneNumber:	Alternate Phone Number:
E-MailAddress:	FaxNumber:

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 (a) 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 Criminal History.

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

FEE SCHEDULE WORKSHEET

Waste Category	Handling/Packaging	\$/Meter	\$/Yard	\$/55 gallon	\$/30 gallon	\$/10 gallon	\$/5 gallon	Other
Aerosols	Fuels/Incin-Loose Pack							
Alkaline Batteries	Recycle/Loose Pack							
Alkaline Batteries	Landfill/Loose Pack							
Antifreeze	Recycle/Bulk							
Asbestos	Landfill/Loose Pack							
Batteries - Auto	Recycle/Loose Pack							
Compact Mercury Bulbs	Recycle/Loose Pack							
Corrosives	Treat/Loose Pack							
Flammables (bulk)	Fuel Blend/Bulk							
Flammables (packed)	Fuel Blend/Loose Pack							
Fluorescent Bulbs	Recycle/Loose Pack							
Latex Paint (bulk)	Recycle/Bulk							
Latex Paint (packed)	Recycle/Loose Pack							
Latex Paint (bulk)	Landfill/Bulk							
Latex Paint (packed)	Landfill/Loose Pack							
Lithium Batteries	Incin/Loose Pack							
Mercury	Recycle/Loose Pack							
Motor Oil (recycle)	Recycle/Bulk							
Ni-Cad Batteries	Recycle/Loose Pack							
Oil Base Paint (bulk)	Fuel Blend/Bulk							
Oil Base Paint (packed)	Fuel Blend/Loose Pack							
Oil Filters	Recycle/Loose Pack							
Other Batteries	Recycle/Loose Pack							
Oxidizers	Incin/Loose Pack							
PCB Waste	Incin/Loose Pack							
PCB Waste	Recycle/Loose Pack							
Poison solids	Incin/Loose Pack							
Poison liquids	Incin/Loose Pack							
Propane (small cylinder)	Incin/Loose Pack							
Propane (BBQ)	Recycle/Loose Pack							
Reactives	Incin/Loose Pack							
Non-Hazardous Solids	Landfill/Loose Pack							

<u>MOBILIZATION</u>	<u>ONE-DAY COLLECTION EVENT</u>	<u>LABOR</u>	<u>\$ PRICE PER HOUR</u>
0-500 CARS	\$	Chemist	\$
501-1000 CARS	\$	Technicians	\$
1001-1500 CARS	\$	Labors	\$
1501-2000 CARS	\$	Site Security	\$
OVER 2001 CARS	\$		

ATTACHMENT H

WORK HISTORY WORKSHEET

Provide information as it applies to the work history of the vendor and in response to the items on this worksheet.

1. Total number of events executed over the past five years: _____
2. List of all contractual accounts serviced over last five years including:

Name of Account	Dates of Service	Contact Name	Contact Telephone

(Attach additional page(s) if more space is required)

****Note: The City of Helotes reserves the right to request additional information for the purpose of conducting further investigation of driver history.***

ATTACHMENT I

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 ITS 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 NEGLIGENCE 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 J

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 K

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	
	Fee Schedule Worksheet (RFP Attachment G)	
	Work History Worksheet (RFP Attachment H)	
	*Vendor Acknowledgement Form (RFP Attachment J)	
	Proposal Checklist (RFP Attachment K)	
	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.