



**PROPOSAL DOCUMENTS**

**FOR**

**BUILDING INSPECTION SERVICES**

**CITY OF LAKEWAY**  
**1102 LOHMANS CROSSING**  
**LAKEWAY, TX 78734**

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# CITY OF LAKEWAY BUILDING INSPECTION SERVICES

## DEFINED TERMS

Terms used in this Request for Proposal have meanings indicated below which are applicable to both the singular and plural thereof.

**Addenda** - Additional changes to the Proposal documents: changes to Proposal documents are not final until/unless they are addressed in a formal written addenda.

**After Hours** – Any work beginning between 6:00 p.m. and 7:00 a.m. during the week or Saturday and Sunday.

**Business Hours** – Monday through Friday between 8:00 a.m. and 6:00 p.m.

**Proposer** – Person or entity who will submit Proposal documents to the City to perform the building inspection services.

**City** – The City of Lakeway, Texas.

**Contract** – Formal and legally binding agreement entered into between the City and the winning Proposal.

**Contract Document** - Those documents that comprise a contract, conditions of the contract (general, supplementary, and other conditions), plans and/or drawings, specifications, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Contractor** – The Proposer to whom the City (on the basis of the City’s evaluation as hereinafter provided) makes an award.

**Owner** - The City of Lakeway, Texas.

**Project** – Performing building inspections services for the City.

**Proposal (RFP)** - Document posted by the City to solicit bids from potential contractors to perform building inspection services.

**Proposal Document** - Those documents that comprise the plans and/or drawings, specifications, Proposer information sheet, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Work** – The furnishing of all labor, material, equipment, supervision, and any incidentals necessary to complete and perform any duties and obligations imposed on the Contractor by the Contract.

## REQUEST FOR PROPOSAL

The City of Lakeway, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor, materials, equipment, supervision, and incidentals for performing all Work required for the City of Lakeway **Building Inspection Services**.

A virtual non-mandatory pre-proposal meeting is scheduled **for April 22, 2021, 9:00 a.m CT.** Virtual pre-proposal meeting information will be posted on the City of Lakeway Purchasing website.

Sealed Proposals will be received at the offices of the City Secretary, City of Lakeway, 1102 Lohmans Crossing Road, Lakeway, TX 78734 until **2:00 p.m. CT on May 5, 2021.** Any Proposals received after the closing time will not be accepted for consideration and will be returned unopened.

All Proposals must be clearly marked on the outside with the following: **“RFP #0500 City of Lakeway Building Inspection Services.”**

Proposal documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing Road, Lakeway, TX 78734, by emailing Jo Ann Touchstone, City Secretary, [joanntouchstone@lakeway-tx.gov](mailto:joanntouchstone@lakeway-tx.gov) or through the City’s website at <https://www.lakeway-tx.gov/1291/Purchasing>.

Questions regarding the Request for Proposal shall be directed to:

Ruena Victorino  
City of Lakeway  
Department of Finance  
Purchasing Coordinator  
Email: [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov)

Questions regarding this Proposal must not be directed to other City of Lakeway council, commission, committee, or staff members. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication on the City’s website. Questions pertaining to this Proposal must be received no later than seven (7) calendar days prior to the closing date.

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# REQUEST FOR PROPOSAL

## CITY OF LAKEWAY

### PART 1 – GENERAL REQUIREMENTS

#### 1.0 Purpose:

City of Lakeway is soliciting a Request for Proposal (RFP) for qualified Contractor(s) to provide 3<sup>rd</sup> party building inspection services for commercial and residential structures in Lakeway, Texas. The City may award one or more contractors, depending on their qualifications, for residential or commercial inspections.

#### 2.0 Submission of Proposal:

- 2.1 To be considered, a signed ORIGINAL SEALED PROPOSAL **PLUS** three (3) identical copies of each Proposal and one (1) electronic version must be received by **May 5, 2021 at 2:00 p.m. CT**, at the location described below:

Jo Ann Touchstone  
City Secretary  
City of Lakeway, City Hall  
1102 Lohmans Crossing Road  
Lakeway, TX 78734

- 2.2 Complete sets of Proposal Documents must be used in preparing Proposals; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 2.3 Proposals shall be submitted in an opaque, sealed envelope, marked with the RFP solicitation number, Project title, Proposer's name, and address.
- 2.4 Proposals received after the deadline via mail will not be considered and will be returned to the Proposer, unopened. Hand-delivered qualifications will not be accepted after the deadline.
- 2.5 The City will not acknowledge or consider Proposals that are delivered by telephone, facsimile (fax), or electronic mail (email).

### **3.0 Pre-Proposal Meeting:**

3.1 A virtual non-mandatory pre-proposal meeting is scheduled for all prospective Proposers as follows:

DATE: April 22, 2021  
TIME: 9:00 a.m.CT  
LOG IN: Information will be provide on the City's Purchasing Website.

3.2 The purpose of the pre-proposal meeting is to ensure:

3.2.1 Proposers have a clear understanding of the City needs and have an opportunity to identify any problems that might hinder or prevent the City from obtaining the proper services at a fair and reasonable price;

3.2.2 The accuracy of specifications, descriptions, solicitation terms and conditions, and documents.

3.2.3 Questions may be emailed to the Purchasing Coordinator, [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov) no later than seven (7) calendar days prior to the closing date for the Proposal. Oral interpretation instructions or information concerning the specifications shall not be binding on the City.

3.2.4 Any changes resulting from the pre-proposal meeting and questions that affect specifications or the scope of work, or that may require an extension to the Proposal opening date will be an amendment to the Request for Proposal. Such amendment will be emailed directly to all attendees of the pre-proposal meeting and will be made available through the City's website at <https://www.lakeway-tx.gov/1291/Purchasing>.

### **4.0 No Reimbursement for Cost:**

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the proposer.

### **5.0 Term of Contract:**

The Contract term shall be for one (1) year commencing on the official notice to proceed.

## **PART II – SCOPE OF WORK AND QUALIFICATIONS**

### **1.0 SCOPE OF WORK:**

- 1.1 The awarded Contractor will conduct building inspection services in the City of Lakeway, Texas. All building inspections, including commercial and residential inspections, will be initiated upon request of the Building & Development Services Director or Chief Building Official.
  - 1.2 Building Inspection services shall be conducted as required by the City's ordinances and adopted codes.
  - 1.3 The awarded Contractor shall provide personnel certified by the International Code Council with a minimum certification of Residential Combination Inspector and have knowledge of commercial building codes.
  - 1.4 Contractor will be required to download electronic permits and building plans provided by the City.
  - 1.5 Contractor will ideally perform inspection services within 24 hours and no later than 48 hours of notification from the City.
  - 1.6 Contractor shall conduct all necessary inspections on permitted activities such as, but not limited to, decks, swimming pools, accessory buildings, new residential, new commercial, and residential and commercial alterations and additions.
  - 1.7 Written evidence of inspection results via email or hand delivery daily; when obtained, utilize inspection and permitting software.
  - 1.8 Contractor shall provide inspection reports to the Building & Development Services Director/or Building Official daily.
  - 1.9 Attend occasional meetings as required.
- 2.0** All interested Contractors shall submit individual inspector's resumes, background verifications, and certification documentations of all personnel that will be performing inspection services under this contract. As new personnel is assigned to this contract, the successful Contractor shall submit resumes and background verifications as part of contract compliance.
- 3.0** All data, maps, photographs, and other material prepared and collected and all documents of any type developed or obtained by Contractor in the performance of this contract, shall become the property of the City of Lakeway.

**PART III - EVALUATION FACTORS AND AWARD**

- 1.0 An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria.
- 2.0 The City will select the most highly qualified proposer(s) of the requested services based on the criteria below and then attempt to negotiate with the proposer(s) a contract at a fair and reasonable price. Evaluation factors and associated point values are listed below:

<b>Item</b>	<b>Evaluation Factor</b>	<b>Points</b>
1	Professional Qualifications, Certifications, Experience, and References for each individual inspection	25
2	Demonstrated Capability to meet all facets of the Scope of Work	25
3	Proposal fees	40
4	Additional Insurances	10
	<b>Total Points</b>	<b>100</b>

**3.0 Best Value Evaluation and Criteria:**

- 3.1 At Proposers own expense, Proposers may be selected to attend an interview with the evaluation committee to further present their qualifications. These presentations will provide the Proposer the opportunity to clarify their Proposal and ensure a mutual understanding of the services to be provided and the approach to be used.
- 3.2 By submitting its Proposal in response to this solicitation, Proposers accepts the evaluation process and acknowledges that in addition to the criterial above, the City may evaluate based on the best value for the City, the following considerations:
  - a. Reputation of Proposer and of Proposer’s services;
  - b. Proposer’s past relationship with the City of Lakeway, if any;
  - c. Any relevant criteria specifically listed in the solicitation.
- 3.2 The City reserves the right to reject any or all responses, delete any portion of the response, to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.



#### **4.0 Acceptance of Evaluation Methodology:**

- 4.1 An evaluation committee will screen to ensure responsiveness to the RFP, and review and score all Proposals in according to the points criterion. While price is one basic factor, it is not the sole consideration for an award.
- 4.2 Proposals that receive the highest evaluation scores may be invited to an interview. The City may reject any Proposal in which is considered not acceptable by the City. The City may elect to negotiate directly with the highest scored proposer(s) until the City has obtained the “best value” to make a recommendation of award.
- 4.4 After the interview process, the Committee will again rank all Proposers according to the evaluation criteria. The Proposals will then submit a Best and Final Offer to the City. However, Proposers should provide their best Proposal with their initial submission, should the interview process are not performed.
- 4.3 In addition to the evaluation process above, the City may contact the Proposer’s references at any time during evaluation.
- 4.5 Recommendation for award is contingent upon the successful negotiation of final contract terms. If a contract negotiations cannot be concluded successfully within a time period, the City may terminate negotiations and commence with the next highest scored Proposer(s) or withdraw the RFP.

#### **5.0 Award:**

- 5.1 The Contract award, if issued, shall be made to the Proposer whose Proposal, in the City’s sole discretion, furthers the City’s best interests. The contract may be awarded to one (1) Contractor for all work, or to several Contractors for separate identifiable parts, based upon the Proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor(s) under consideration and the Proposal’s validity. The contract award shall be made by the City Council.
- 5.2 After the Council contract award, the City will provide the Contractor contract documents. After proper contract execution, the Proposer shall return the signed Contract and all required documents to the City within ten (10) calendar days. If the Contractor fails to return a signed Contract, the City has right to cancel the award and Contract.
- 5.3 The City and Contractor shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet objectives of the Contract.

## PART IV - PROPOSAL FORMAT

### **Proposal Format:**

To achieve a uniform review process and to obtain a maximum degree of comparability, the City requires that Proposals be submitted with a **signed** master (marked “Original”) and additional three (3) Proposals (marked “Copy”) and one (1) electronic version of the Proposal on a flash drive format. Responses shall not exceed thirty (30) pages in length (excluding title page, index/table of contents, work sample attachments, and dividers. Information in excess of the pages allowed will not be evaluated. Proposal shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings. **DO NOT USE METAL-RING HARDCOVER BINDERS.** One page shall be interpreted as one side of a printed, 8 1/2” X 11” sheet of paper. They are to include the following:

TAB #1

#### **1.0 Letter of Transmittal:**

- 1.1 Legal name of the company as registered with the Secretary State of Texas.
- 1.2 Address of the office that will be providing services.
- 1.3 Date of the Proposal.
- 1.4 Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number, and e-mail address.
- 1.5 The letter of transmittal shall be signed in permanent ink by a corporate officer or other individuals who has the authority to bind the firm. The name and title of the individuals(s) signing the Proposal shall be clearly shown immediately below the signature.

TAB #2

#### **2.0 Table of Contents:**

- 2.1 Both physical and electronic versions should include a Table of Contents.
- 2.2 Physical form must have tabs dividing the sections.
- 2.3 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

TAB #3

**3.0 Proposers professional qualifications, certifications, experience, and references:**

- 3.1 Proposers shall submit their Company and individual inspector's resumes, background verifications, and certification documentation of all personnel that will be performing inspection services under this contract.
- 3.2 List the assigned inspector(s) professional qualifications to demonstrated necessary skills, abilities, knowledge, and experience that may differentiate your company from others;
- 3.3 A list of verifiable experience with contracts for the most recent five (5) years that are pertinent to the proposed services;
- 3.4 Provide all certifications of the assigned inspector(s); and
- 3.5 Provide at least three (3) client references. City of Lakeway reserves the right to contact listed clients at any time during the Request for Proposal process.

Provide the following information for each contract:

- a. Company's name and address;
- b. Contact person name, phone number, and email address;
- c. A brief overview of the work and a short description of the services;
- d. The service dates performed under contract.

TAB #4

**4 Proposer demonstrated capability to meet all facets of the Scope of Work:**

- 4.2 Provide any clients your company currently is providing similar services;
- 4.3 Provide inspector availability and methods of contact;
- 4.4 Provide project approach to provide this service;
- 4.5 Provide copies of Inspection Summary Report; and
- 4.6 Outline your proposed staffing levels and activities.

TAB #5

**5.0 Proposers fees for needed services below:**

- 5.1 Residential Inspection
- 5.2 Commercial Inspection
- 5.3 Residential Plan Review
- 5.4 Commercial Plan Review

TAB #6

**6.0 Proposers insurances:**

- 6.1 Provide insurances currently held by the company. The awarded Proposer, at their sole cost and expense will provide insurance certificates required noted in the Sample Agreement, Appendix A. However, additional insurances, e.g. Professional Liability, Errors and Omissions Insurances, or any other insurances held by the inspector (s), will receive additional points.

## **PART V - ADDITIONAL INFORMATION**

### **1.0 Type of Contract:**

Any contract resulting from this solicitation will be in the form of the City's Standard Agreement. A sample agreement is attached as Appendix A.

### **2.0 Termination for Convenience:**

The City reserves the right to terminate this Contract upon thirty (30) calendar days' written notice for any reason deemed by the Council or City staff to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order.

### **3.0 Non-Funding Clause:**

If during the budget planning and adoption, the City Council fails to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Contractor thirty (30) calendar days' written notice that this Contract is terminated due to the failure to fund it.

### **4.0 Limitation of Liability:**

The City shall not be liable for any expenses Proposers incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful offers.

### **5.0 Financial Qualifications of Contractor:**

If requested by the City, Contractor shall be prepared to submit, within five (5) calendar days of the request, a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

### **6.0 Examination of Solicitation Documents:**

It is the responsibility of each Proposer, before submitting a Proposal, to:

- 6.1 Study and examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a Proposal.
- 6.2 The submission of a Proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract;
- 6.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation;

## **7.0 Interpretations and Addenda:**

- 7.1 All questions about the meaning or intent of the Proposal documents are to be directed to Purchasing, Department of Finance. Interpretations or clarifications considered necessary by Purchasing, in response to such questions, will be issued by Addenda and will be emailed directly to all attendees of the pre-proposal meeting and posted on the City's website.
- 7.2 Questions received less than seven (7) calendar days prior to the due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.3 Addendum will be posted on the City's Purchasing website. It is the responsibility of the Proposer to check if the RFP has any addendums has been issued for the solicitation prior to submitting a proposal.

## **8.0 Insurance:**

The Contractor shall provide proof of insurance within five (5) working days of the notice of award. The Contractor will assume the obligation and expense of obtaining necessary insurances. The Contractor shall be responsible for any damages or loss to the City occasioned by negligence or intentional acts or omissions of the Proposer (or his agents) or any person utilizes in the completion of the contract. Required insurances are stated in the sample agreement. The insurance certificate shall have the City of Lakeway listed as Additional Insured.

## **9.0 Familiarity with Laws:**

The Proposers are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the Work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Proposer, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

## **10.0 Modification and Withdrawal of Proposals:**

Proposals may be modified or withdrawn by an appropriate document, duly executed (in the manner that a Proposal must be executed), and delivered to the place where Proposals are to be submitted at any time prior to the due date of the RFP.

### **11.0 Confidentiality:**

The City will use all reasonable efforts to protect any proprietary and confidential information contained in your Proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure.

### **12.0 Public Information:**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your Proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure. The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of any information.

### **13.0 Reservation of Rights:**

- 13.1 City reserves the right, without qualification and at its sole discretion, to accept or reject any proposals either in entirety or any portion thereof for failure to meet any criteria set forth in this solicitation or to make the award to that Proposer, who, in the opinion of the City, will provide the best value to the City.
- 13.2 The City will consider both price and non-price attributes in the evaluation of proposals. The City reserves the right to make an award to other than the lowest price offered or to the offer representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the best value to the City and its members.
- 13.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Proposers.
- 13.4 The City reserves the right to revise the solicitation requirements. The City reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.
- 13.5 During all stages of this solicitation process, the City reserves the right to request additional information from individual Proposers or to request all Proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Proposer even if the submitted information has not been specifically requested as part of this solicitation.
- 13.6 Those who submit a Proposal do so without recourse against the City or its members for either rejection of their Proposal or for failure to execute an agreement for any

reason. All offers shall be valid and binding upon the Proposer through contract negotiations and contract execution.

**14.0 Excusable Failure or Delay:**

Neither the Contractor or City shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

**15.0 Tin Required:**

Contractor shall provide the City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the City before any contract funds are payable.

**16.0 Sales and Use Taxes:**

The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Taxes shall not be included in the Contract Price.

**17.0 Bribery Clause:**

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

**18.0 Signing of Agreement:**

When the City gives a notice of award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter, Contractor shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance. **If the Contractor fails to return a signed Contract to the City within ten (10) calendar days, the City has right to cancel the award and Contract.**



## **PART VI - REQUIRED DOCUMENTATIONS**

### **1.0 CONFLICT OF INTEREST QUESTIONNAIRE:**

If required under Chapter 176 Texas Local Government Code, the Consultant shall complete the Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. The Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy, and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

Chapter 176, Local Government Code, Conflict of Interest Questionnaire (Form CIQ) is available at: <https://www.ethics.state.tx.us/forms/conflict/>

Sample Conflict of Interest Questionnaire - Form CIQ is attached as Form A, and Conflict of Interest Questionnaire Instruction is attached as Form B.

Consultant shall answer each question in the attached Form CIA in relation to the following individuals and submit a completed form with its proposal:

<b>LOCAL GOVERNMENT OFFICER</b>	<b>TITLE</b>
Sandy Cox	Mayor
Laurie Higginbotham	Councilmember
Steve Smith	Councilmember
Louis Mastrangelo	Councilmember
Doug Howell	Councilmember
Sanjeev Kumar	Councilmember
Gretchen Vance	Councilmember
Julie Oakley	City Manager
Joseph Molina	Assistant City Manager
Shereen Gendy	Director of Finance
Jarrold Wise	Communications Director
Todd Radford	Chief of Police
Wendy Askey	HR Manager
Andra Bennett	Parks & Recreation Director
Dale Delong	Public Works Director
Kevin Madison	Presiding Judge

## **2.0 FORM 1295 CERTIFICATE OF INTERESTED PARTIES:**

Texas Government Code 2252.908. As required, the Consultant shall complete and file Form 1295, Conflict of Interested Parties for awards that required an action by the City's governing body for goods or services in an amount of \$35,000.00 or more or a contract for more than \$1M before the contract may be signed. The form discloses any interested parties who have a controlling interest of 10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract, if any.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." Sample of Form 1295 is attached as Form C.

### **Filing Process:**

Respondents who are awarded contracts will be required to submit a signed Form 1295.

<https://www.ethics.state.tx.us/filinginfo/1295/>

The "identification number" to be used on Form 1295 for this procurement **RFQ No. 500**.

A copy of the submitted form must be submitted to the City of Lakeway before a contract is signed.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**APPENDIX A**  
**SAMPLE CONTRACT**

This Contract made and signed this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **City of Lakeway, Texas** (“City”) and \_\_\_\_\_ (“Contractor”). The City and the Contractor for the consideration stated herein agree as follows:

**Section 1. Scope of Services:**

Contractor hereby agrees to provide services for the City of Lakeway Building Inspection Service, in accordance with the terms and conditions, and requirements as specified in this Contract and the Request for Proposal (RFP) the Contractor’s Proposal to the City’s RFP, both incorporated herein by this reference.

**Section 2. General Requirements:**

- 2.1 Contractor shall furnish all labor, materials, equipment, supervision, and incidentals for performing all Work required for the City of Lakeway Building Inspection Services required to complete the Work in accordance with this Contract.
- 2.2 The Contractor shall ensure that it performs only those services for which it is adequately equipped and staffed and that its employees perform only services for which they are adequately trained and licensed, if required.

**Section 3. Contract Terms:**

- 3.1 The Contract will become effective on the date of the contract execution (“Effective Date” for a twelve month term, with an optional one (1) additional year renewal. Renewal are predicated on sufficient budgetary allocation by the City Council for the renewal of the Contract. City Council shall be under no obligation to make such budgetary allocation.
- 3.2 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the City.
- 3.3 Any variations from this Contract must be in writing and agreed upon by both the City and the Contractor.
- 3.4 In the event that additional or removed services, the Contractor may give the City a revised price in writing. The City shall have thirty (30) days to accept or reject the price revision.
- 3.5 Neither the City or Contractor shall be held responsible for the failure or delay in delivery or acceptance of Work where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this Contract, fire, flood, quarantine, embargo, epidemic, unusually

severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

#### **Section 4. Payment Terms:**

- 4.1 City agrees to pay Contractor for the Work performed under this Contract, and Contractor agrees to accept, as his full and only compensation thereof, a sum of XXXX **Dollars (\$)** to be paid on the following terms: Each payment will be based on the recipe of a monthly invoice from the Contractor. Payment is contingent on review and acceptance by the Building & Development Services Director.
- 4.2 The City shall not be obligated to pay any fees in excess of the amount stated herein and the Contractor shall not be obligated to perform services in addition to those covered by the not-to-exceed amount, unless such additional fees are approved by City in writing prior to the performance of the additional services per Section 3.3.
- 4.3 City of Lakeway will pay invoices in a reasonable and timely manner, generally within thirty (30) calendar days, unless unusual or extenuating circumstances prohibit such timely payment. Texas law will govern interest on late payments. Should any part of the invoice be in dispute, City of Lakeway shall be entitled to withhold payment of that invoice.
- 4.4 If the Contractor fails to perform any of its obligations under this Contract or any other Contract between the City and the Contractor, including its obligation to the City to pay any subcontractor or workmen or another person which arises out of or in connection with the performance of this Contract or any other Contract with the City, then the City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City may deem ample to protect the City against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the City Manager may deem proper to secure such protection or satisfy such claims.

#### **Section 5. Insurance and Bonds**

- 5.1 Insurance required by the contract shall be obtained from an insurance company that is licensed by the State of Texas and authorized to issue insurance policies for the limits and coverages required by the Contract.
- 5.2 Contractor must provide a Certificate of Insurance to the City prior to being awarded the Contract.
- 5.3 Contractor shall provide a Certificate of Insurance evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
  - a. Comprehensive General Liability
  - b. Automobile Liability
  - c. Worker's Compensation

- 5.4 If the coverage period shown on the Contractor's current Certificate of Insurance ends during the duration of the contract, the Contractor must, prior to the end of the coverage period, file a new Certificate of Insurance with the City showing that coverage has been extended. Contractor shall retain all required Certificates of Insurance for the duration of the contract.
- 5.5 By signing this contract or providing or causing to be provided a Certificate of Insurance, Contractor is representing to the City that all employees of the Contractor who will provide services on the contract will be covered by worker's compensation coverage for the duration of the contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage Contracts will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to penalties.
- 5.6 Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. Contractor will furnish to the City a Certificate of Insurance for the above and the insurance company will show that it agrees to give the City ten (10) days' notice on any cancellation or material changes in the policies.
- 5.7 Contractor's failure to comply with any of these provisions is a breach of the contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
- 5.8 Bonds, when required, shall be executed on forms furnished by or acceptable to the City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The surety company and the agency or agent issuing the bonds must be authorized to issue bonds in Texas in an amount equal to or greater than the contract price. These bonds shall remain in effect at least until one year after the date when final payment becomes due.
- 5.9 If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The person executing the payment and performance bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the State Board of Insurance. The person executing the payment and performance bonds must be authorized by the surety company to execute performance and payment bonds on behalf of the company in the amount required for the contract and such authorization must be recorded in the files of the State Board of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the City.



- 5.10 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the City.
- 5.11 When payment bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Payment bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. Any surety duly authorized to do business in Texas may write payment bonds on a project without reinsurance to the limit of ten (10%) percent of its capital and surplus. Such a surety must reinsure any obligations over ten (10%) percent.

#### **Section 6. Termination for Convenience:**

- 6.1 The City reserves the right to terminate this Contract upon thirty (30) calendar day's written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. The Contractor may terminate this Contract, upon thirty (30) calendar day's written notice to the City; however, Contractor shall not be entitled to receive any payment beyond the date of termination.

#### **Section 7. Authority of the Building and Development Services Director:**

- 7.1 All Work shall be done under the supervision of the Building and Development Services (BDS) Director and/or the City's authorized designee and to his/her satisfaction. The BDS Director and/or authorized designee will decide all questions that may arise as to the quality and acceptability of the Work performed.
- 7.2 The BDS Director and/or authorized designee will have the authority to suspend the Work wholly or in part for such periods as he/she may deem necessary due to the failure to carry out provisions of the Contract; for failure to carry out orders; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.
- 7.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in orderly progress of Work.

#### **Section 8. The City's Responsibilities:**

- 8.1 The City shall issue all communications to the Contractor through the BDS Director and/or authorized designee.
- 8.2 The City is not responsible for any failure of the Contractor to comply with laws and regulations applicable to furnishing or performing the Contract. The City is not responsible

for the Contractor's failure to perform or furnish the Work in accordance with the Contract documents.

- 8.3 Should the City suffer injury or damage to person or property because of any error, omission or act of the Contractor or of any of the Contractor's employees or agents or others for whose acts the Contractor is liable, a claim will be made to the other party within thirty (30) days of receiving notice of the event giving rise to such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

### **Section 9. Indemnity:**

- 9.1 To the extent permitted by applicable law, the Contractor and its agents, partners, employees, and Contractors (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by The City, and hold harmless the City and its affiliated enterprises, representatives of the City, and their respective officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this Contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.
- 9.2 Contractor shall protect and indemnify the City from and against all claims, damages, judgments, and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the City at the direction of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the City's design of articles or the use thereof in

combination with other materials or in the operation of any process. In the event of litigation, the City agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

- 9.3 The indemnities contained herein shall survive the termination of any Contract or purchase order for any reason whatsoever.

**Section 10. Miscellaneous:**

- 10.1 GOVERNING LAW. In the event of any suit at law or inequity involving the Contract, venue shall be in Travis County, Texas and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.
- 10.2 This Contract represents the entire and integrated Contract between the City and the Contractor and supersedes all prior negotiations, representations, or Contracts, either written or oral.
- 10.3 Except as otherwise provided herein, the rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.
- 10.4 If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.
- 10.5 INDEPENDENT CONTRACTOR STATUS. City and Contractor agree that Contractor, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with City. Contractor is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Contractor shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

This Contract, together with the documents, exhibit, and attachments above-mentioned, and all documents are fully a part of this Contract as if attached to it or herein repeated.

THE CITY OF LAKEWAY:

\_\_\_\_\_  
Julie Oakley, City Manager

ATTEST:

\_\_\_\_\_  
Jo Ann Touchstone, City Secretary

CONTRACTOR:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Office: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_