



CITY OF LEON VALLEY

REQUEST FOR PROPOSALS

FOR

HEALTH INSPECTION SERVICES

REQUEST FOR PROPOSALS

Sealed Proposals, one (1) original, two (2) copies, and one (1) electronic copy (in PDF format) on flash drive shall be delivered to the City of Leon Valley, Planning & Zoning Director, 6400 El Verde Rd, Leon Valley, TX 78238, or emailed as a pdf to m.teague@leonvalleytexas.gov , at or before: **10:00 am on May 15 ,2023**, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

The City of Leon Valley, Texas, hereafter called the “city,” is requesting sealed written Proposals for furnishing all labor, equipment, supervision, and incidentals for performing all Work required for the City of Leon Valley.

All Proposals must be clearly marked in the Subject line with the following: “Health Inspection and Sanitation Services.”

Proposal documents may be obtained free of charge through the City’s website at www.leonvalleytexas.gov.

Questions regarding the Request for Proposal shall be directed to:

Mindy Teague
Planning & Zoning Director
City of Leon Valley
Email: m.teague@leonvalleytexas.gov

Questions regarding this Proposal must not be directed to other City of Leon Valley 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. The City of Leon Valley is soliciting proposals from individuals to provide health inspection services. Individuals are invited to submit qualifications and proposals for the provision of these services. To be considered, proposals must address each of the requests for information included in the attached document. In addition, information regarding rates and fees must be submitted on the sheet included in this Request for Proposals (RFP).

Any questions regarding this RFP should be addressed to Mindy Teague, Director of Planning and Zoning at (210) 684-1391 x 234.

Schedule of Events:

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Requests for Proposals	April 16, 2023
Last Day for Applicants to Submit Written Questions	April 28, 2023
Answers provided	May 5, 2023
Proposal Due Date	May 15, 2023

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the city will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendments (answers/addenda) to this solicitation will be posted to the City’s website and to attendees of the pre-proposal meeting.

The City of Leon Valley is soliciting a Request for Proposals (RFP) for qualified Contractor(s) to provide third party health, sanitation, and plan review services for commercial and residential food service establishments in Leon Valley, Texas. The city may award one or more contractors, depending on their qualifications, for residential or commercial plan review and/or inspections.

1.0 REQUIREMENTS

- 1.1 The conditions regarding duties of the Health and Sanitation Inspector will be set forth in the Contract for Services between the Proposer and the City of Leon Valley.
- 1.2 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.
- 1.3 Proposals received after the deadline via email will not be considered.
- 1.4 The City will not acknowledge or consider Proposals that are delivered by telephone, facsimile (fax), or mail.
- 1.5 Pre-Proposal Meeting: A non-mandatory pre-proposal meeting is scheduled for all prospective Proposers as follows:

Date/Time: May 1, 2023, 10:00 am
Place: Leon Valley City Council Chambers, 6400 El Verde Road,
Leon Valley, Texas 78238

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

- A. 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;
- B. The accuracy of specifications, descriptions, solicitation terms and conditions, and documents.
- C. Questions may be emailed to the Planning & Zoning Director at m.teague@leonvalleytexas.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.
- D. 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.

1.8 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.

1.9 Term of Contract: The Contract term shall be for one (1) year commencing on the official notice to proceed. Renewals will be considered.

2.0 STATEMENT OF QUALIFICATIONS

Please attach responses to the following requests for information:

- A. Name of individual (include address and telephone number).
- B. Include education, total years of experience in Food Establishment Inspections, years of experience in environmental health, and any areas of specialty within the field of food and sanitation safety.
- C. Individual must present proof of Registration as a Professional Sanitarian, in good standing and maintain the same, with the State of Texas.
- D. Provide the name of one alternate individual qualified to substitute as Health and Sanitation Officer in the Proposer's absence.
- E. List any clients, if any, that you currently represent that could cause a conflict of interest with your responsibilities with the City of Leon Valley. Describe how you would be willing to resolve these or any future conflicts of interest.

3.0 SCOPE OF WORK AND QUALIFICATIONS

3.1 Scope of work:

1.0 General Representation

1.1 Consultation with City staff via a cellular telephone, supplied and maintained by individual, during normal business hours or in case of an emergency regarding Food Safety and Environmental Health related matters.

1.2 Preparation and review of health and sanitation-related Ordinances as requested.

1.3 Twice annual inspection of Food Establishments.

1.4 Complaint investigation of foodborne illnesses and other complaints concerning Food Establishments.

1.5 Plan review for new and remodeled/renovated Food Establishments.

1.6 Municipal or other court appearances as required.

1.7 Other duties as required by federal, state, and local rules, regulations, and requirements as they relate to health and sanitation.

A. The awarded Contractor will conduct food service establishment inspections and plan reviews for the City of Leon Valley, Texas, to include the corporate city limits. During Calendar Years 2022, the City issued 141 food licenses and had approximately 20 food establishment complaints.

B. The awarded Contractor shall conduct health inspections and plan reviews as required by the City's ordinances, adopted codes, code reference standards, and engineered designs.

C. The awarded Contractor shall provide health inspection personnel certified by the State of Texas.

E. The awarded Contractor shall use City provided inspection and permitting software to conduct food service establishment inspections and plan reviews.

F. The awarded Contractor shall perform inspections within 24 hours and no later than 48 hours of receiving an inspection or complaint request.

G. The awarded Contractor shall conduct all necessary inspections on permitted activities such as, but not limited to, swimming pools, spas, food service establishments, congregate residences, independent/assisted living establishments, and group homes, and perform plan reviews for new or altered establishments.

H. The awarded Contractor shall provide Pass/Fail tags for inspections.

I. The awarded Contractor shall provide the Planning & Zoning Department, or his designee, a daily inspection schedule (by inspector) before 9:00am.

J. The awarded Contractor shall provide standard operating procedures and company policies that are directly related to services provided to the City.

K. The awarded Contractor shall attend City Council and other meetings as required.

2.2 All interested Contractors shall submit resumes, background verifications, and certification of all personnel that will be performing services under this contract. As new personnel are assigned to this contract, the Contractor shall update resumes, background verifications, and certifications as part of contract compliance.

2.3 All data, maps, photographs, and other material prepared and collected, and all documents of any type developed or obtained by the Contractor in the performance of this contract, shall become the property of the City of Leon Valley.

3.0 EVALUATION FACTORS AND AWARD

3.1 An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria.

3.2 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:

Item	Evaluation Factor	Points
1	Professional Qualifications, Certifications, Experience, and References for each individual inspection	40
2	Demonstrated Capability to meet all facets of the Scope of Work	25
3	Proposal fees	25
4	Policies and Procedures related to Quality Assurance and Control	10
	Total Points	100

3.3 Best Value Evaluation and Criteria:

A. 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 with the opportunity to clarify their Proposal

and ensure a mutual understanding of the services to be provided and the approach to be used.

B. 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:

1. Reputation of Proposer and of Proposer's services;
2. Proposer's past relationship with the City of Leon Valley, if any;
and
3. Any relevant criteria are specifically listed in the solicitation.

C. 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.

3.4. Acceptance of Evaluation Methodology:

A. 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.

B. 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.

C. After the interview process, the Committee will again rank all Proposers according to the evaluation criteria. The Proposers 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 not be performed.

D. In addition to the evaluation process above, the City may contact the Proposer's references at any time during evaluation.

E. Recommendation for the award is contingent upon the successful negotiation of final contract terms. If a contract negotiation 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.

3.5 Award:

A. 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) Proposer for all work, or to several Proposers 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 Proposer(s) under consideration and the Proposal's validity. The contract award shall be made by the City Council.

B. After City Council awards the contract, the City will provide the Proposer all 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 Proposer fails to return a signed Contract, the City has the right to cancel the award and Contract.

C. 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.

4.0 PROPOSAL FORMAT

4.1 Proposal Format: To achieve a uniform review process and to obtain a maximum degree of comparability, the City desires that Proposals be submitted with a signed electronic version of the Proposal in 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. They are to include the following:

A. Letter of Transmittal:

1. The legal name of the company as registered with the Secretary State of Texas.
2. Address of the office that will be providing services.
3. Date of the Proposal.
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.
5. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individuals who have 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.

B. Table of Contents:

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

C. Contractor's professional qualifications, certifications, experience, and references:

1. Proposers shall submit their Company and individual inspector's/reviewers resumes, background verifications, and certification documentation of all personnel that will be performing services under this contract.
2. List the assigned inspector(s)/reviewer(s) professional qualifications to demonstrate necessary skills, abilities, knowledge, and experience that may differentiate your company from others;
3. A list of verifiable experience with contracts for the most recent five (5) years that are pertinent to the proposed services;

D. Provide all certifications of the assigned inspector(s)/reviewer(s); and

E. Provide at least three (3) client references. City of Leon Valley reserves the right to contact listed clients at any time during the Request for Proposal process.

F. Provide the following information for each contract:

1. Company's name and address;
2. Contact person name, phone number, and email address;
3. A brief overview of the work and a short description of the services;
4. The service dates performed under contract.
5. Proposer demonstrated capability to meet all facets of the Scope of Work:
6. Provide any clients your company currently is providing similar services;
7. Provide inspector availability and methods of contact;
8. Provide project approach to provide this service;
9. Provide copies of Inspection Summary Report;
10. Provide copies of policies and procedures related to Quality Assurance and Control; and
11. Outline your proposed staffing levels and activities.

G. Proposers' fees for needed services below:

1. Residential Inspection
2. Commercial Inspection
3. Residential Plan Review
4. Commercial Plan Review

H. Proposers' insurances: 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.

5.0 ADDITIONAL INFORMATION

5.1 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 Attachment "A."

5.2 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.

5.3 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.

5.4. 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.

5.5 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.

5.6 Examination of Solicitation Documents: It is the responsibility of each Proposer, before submitting a Proposal, to:

A. Study and carefully examine the scope of work, technical specifications, any special provisions, and contract forms before submitting a Proposal.

B. 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.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation.

5.7 Interpretations and Addenda:

A. All questions about the meaning or intent of the Proposal documents are to be directed to Mindy Teague, Planning & Zoning Director at m.teague@leonvalleytexas.gov. 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.

B. Questions received less than seven (7) calendar days prior to the due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

C. 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 that have been issued for the solicitation prior to submitting a proposal.

5.8 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 Leon Valley listed as Additional Insured.

5.9 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.

5.10 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.

5.11 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. For

the City to protect proprietary or confidential information the Proposer will need to notify the City of all proprietary and confidential information contained within the proposal.

5.12 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.

5.13 Reservation of Rights:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

5.14 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.

5.15 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.

5.16 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.

5. 17. Signing of Agreement: When the City gives 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.

6.1 REQUIRED DOCUMENTATION

6.1 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/>

6.2 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 require an action by the City's governing body for goods or services. 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 negotiating the terms of the contract, if any.

Respondents who are awarded contracts will be required to submit a signed Form 1295, which may be found at <https://www.ethics.state.tx.us/filinginfo/1295/>. A copy of the submitted form must be submitted to the City of Leon Valley before a contract is signed.

**CITY OF LEON VALLEY
FOOD SERVICE ESTABLISHMENT INSPECTION
SERVICE AGREEMENT**

This Agreement, made and entered into this, the _____ day of _____, by and between the City of Leon Valley, Texas, hereinafter referred to as the "City" and _____, hereinafter referred to as "Inspector," is understood and agreed to as set forth herein:

1. Description of Inspection & Plan Review Services. The City, in connection with performing the duties of its various ordinances and permitting processes regulating the design, construction and materials of all Commercial and Residential Food Establishment buildings and structures within the City requires the services of certified Food service Establishment Inspector and plans examiner.
 - a. The Contractor shall be retained by the City under the designation of "Health Inspector" or "Plans Examiner".
 - b. Inspections shall not be conducted before 8:00am or after 6:00pm without prior coordination with/approval of the City.
 - c. The Contractor shall carry out all inspections/ plan review requested by the City under appropriate ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs. The Contractor will not assign personnel to projects they are not qualified, licensed, or experienced to perform.
 - d. The Contractor shall notify the Planning & Zoning Department, or his designee, of any condition(s) that prevents inspection of installation, components, or materials as required by ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs.
 - e. Utilizing proper code terminology, the Contractor will submit reports using the City inspection and permitting software. Failing reports shall be comprehensive statements providing sufficient detail.
 - f. The Contractor may be called upon to perform the following services:
 - i. attend meeting of the City Council, when requested by the City Manager, or his designee; and/or
 - ii. attend other public or private meetings involving inspection matters related to the duties performed under this Agreement; and/or

- iii. testify at a court proceeding, including civil and criminal courts.
- g. Requests for inspection shall be made utilizing City inspection and permitting software, through email, or telephone. Upon notification, the Contractor will honor the request within two (2) business days.
- h. Request for plan review shall be made utilizing City inspection and permitting software, through email, or telephone. Plan reviewer(s) shall use City software to access plan review documents and provide plan review comments. Initial plan review comments shall be provided within five (5) business days of initiating plan review for commercial or multi-family construction projects. Subsequent review comments shall be provided within five (5) business days. Stamped "Approved" construction documents shall be provided through City software within two (2) business days of completing the plan review process.
- i. The Contractor shall conduct themselves as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. The Contractor agrees to abide by the Texas Health and Human Services Code of Ethics as established by the State of Texas. The Contractor will report to the Planning & Zoning Director, or his designee, verbally or in writing, any conflicts between the Contractor and any citizen in the course of performing said duties.
- j. The City may conduct customer satisfaction surveys from time to time without notice to the Contractor. The City will incur the cost of materials to perform such surveys.
- k. The City may conduct Quality Assurance/Quality Control from time to time without notice to the Contractor.
- l. The Contractor shall maintain complete and accurate records of work performed for the City. The Contractor shall manage both public and confidential records that the Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
- m. The Standardization of Food Safety Inspection Officers program promotes consistency in the interpretation of the Texas Food Establishment Rules (TFER). The City may request that the Health Inspector complete the standardization exercise with a state standardization officer, who has been certified by US Food and Drug Administration (FDA). The Health Inspector will demonstrate thorough knowledge and expertise in their understanding, application, and interpretation of the TFER, food-borne illness risk factors, public health interventions, and HACCP (Hazard Analysis and Critical Control Point) principles. They will also demonstrate the proper use of essential inspection equipment and the necessary communication skills to conduct a retail food establishment inspection.

- n. The Contractor shall maintain policies and procedures related to Quality Assurance and Control that provides assurance to the City that inspections have been completed in a professional and thorough manner.
 - o. The Health Inspector, or his designee, has final authority for interpretation of ordinances, adopted codes, code reference standards, utility provider requirements, or engineered designs.
2. Payment for Services. The City will employ the Contractor in accordance with Schedule A, attached to and incorporated herein for all intents and purposes. The Contractor shall invoice the City monthly for each inspection, re-inspection, and plan review performed. The invoice shall include the project address, project description, permit number, and fees charged.
 3. Termination. Either party may terminate this Agreement by submitting written notice to the other party thirty (30) days in advance.
 4. Relationship of Parties. It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The city will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees.
 5. Employees. Contractor's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement at the request of City, the Contractor shall provide adequate evidence that such persons are Contractor's employees.
 6. Injuries/Insurance: Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recover from the City for any injuries that the Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor to provide a copy of insurance coverage to the City at least ten (10) days prior to end of any existing coverage period.
 7. Indemnification. Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Contractor , Contractor's employees, if any, and Contractor's agents.
 8. Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved for the City and the Contractor. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than the City or Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

9. Assignment. Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
10. Notice. All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:

Crystal Caldera
 City Manager
 6400 El Verde Road
 Leon Valley, Texas 78238
c.caldera@leonvalleytexas.gov

If for the Contractor:

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

11. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
12. Amendment. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
15. Applicable Law. The laws of the State of Texas shall govern this Agreement.