

RESOLUTION NO. R-2020-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A BEST VALUE CONTRACT FOR MAINTENANCE OF THE SCADA SYSTEM FOR FY 2019-2020 TO CENTRAL TEXAS WATER MAINTENANCE, LLC.; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City water supply; and

WHEREAS, The City of Bastrop has received all bids, and determined the best value contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute a master Services Agreement with Central Texas Water Maintenance, LLC. for the rates attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Central Texas Water Maintenance, LLC., to be a subject matter expert in the field of SCADA services.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it resolved.

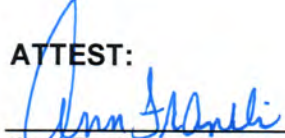
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2020.

APPROVED:



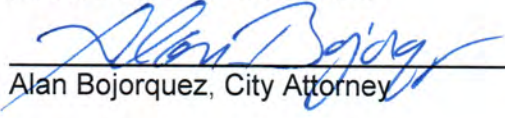
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

EXHIBIT A to RESOLUTION R-2020-15

SCADA Services Agreement

This SERVICES AGREEMENT ("the Agreement") dated this 25th day of February, 2020, is made between the **CITY OF BASTROP**, a Texas home-rule municipality (the "City") and **Central Texas Water Maintenance, LLC** (the "Contractor"). The City and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

The City has publicly advertised and solicited proposals for the award of a service agreement for the purpose of establishing a relationship with a qualified vendor for the provision of SCADA related services, including the elements set forth in the following Scope of Work, and as may be needed by the City from time to time. See EXHIBIT A. The Contractor has submitted a proposal in response to the solicitation. See EXHIBIT B.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS and agreements contained in this Agreement, the Parties to this Agreement agree to the services related to SCADA, radio telemetry, controls, equipment, and programming as follows:

1. Effective Date; Term; Renewal

This Agreement shall commence upon the last day of execution of the Parties of this Agreement, i.e., the Effective Date, and shall be in effect for one (1) year. This Agreement may be renewed for up to three (3) consecutive one-year renewals when it is in the best interest of the City and upon consent of both parties.

2. Scope of Work

The City and the Contractor agree that the Contractor will perform services as requested by the City and as outlined in the attached EXHIBIT A and EXHIBIT B and made part of this Agreement as if incorporated herein.

3. Purchase Price and Invoicing

The City will pay to the Contractor for the Services performed in EXHIBIT B in accordance with the pricing as listed in the Cost Proposal Table in EXHIBIT B.

Contractor shall invoice the City for products and/or services provided after delivery. Invoices shall be sent to the following:

City of Bastrop Water/Wastewater Department
PO Box 427
Bastrop, TX 78602

Contractor acknowledges that Purchase Orders are required when an order is placed, and that the City is a Net 30 payor.

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City shall pay Contractor within thirty (30) days of receipt of invoices less any disputed amounts. If City disputes any portion of the invoice, the undisputed portion will be paid and Contractor will be notified in writing, within ten (10) days of receipt of the invoice of the amounts in dispute. Contractor and City will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to mediation as provided below.

4. Independent Contractor:

Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

5. Insurance

The Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof; at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

1. Worker's Compensation

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the City, employer's liability insurance of not less than \$100,000 for each accident.

2. General Liability

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. Auto Liability

- (a) Bodily injury - \$500,000

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- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Water/Wastewater Department along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty (30) days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Contractor shall deliver to the City a replacement certificate in compliance with this Agreement.

The Contractor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Contractor's performance under the terms of the Agreement. The Contractor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits. Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. The City shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

6. Cancellation or Modification of Agreement

Renewals shall be in writing and signed by the City's authorized representative, without further action by the City subject to and contingent upon appropriation of funding. The City reserves the right to terminate, without liability to the City, any agreement for which funding is not available.

7. Entire Agreement

This Agreement (together with any exhibits attached hereto) constitutes the entire agreement of the Parties. There are no other promises or conditions in any other agreement either oral or written. This Agreement supersedes any prior written agreements between the Parties. No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting Agreement. All change orders to the Agreement will be made by the City of Bastrop in writing.

8. Mandatory Disclosures

Texas law requires that vendors make certain disclosures. To the extent required and applicable under Texas law, within 30 days after execution of this Agreement, Contractor must submit to the City a copy of the Conflict of Interest Questionnaire form (Form CIQ) approved by the Texas Ethics Commission in accordance with Texas Local Government Code Chapter 176, and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (see Texas Government Code Chapter 2270). The Contractor must also complete and submit the Certificate of Interested Parties Form 1295, as required by the Texas Ethics Commission, and submit it to

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the Ethics Commission with a copy to the City. The form is available online at: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>.

9. Indemnity

THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

THE CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE

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NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

10. Professional Standards

The Contractor agrees to abide by and perform the services under this Agreement with the degree of skill and diligence normally practiced by professionals performing the same or similar services, and in accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances governing the Contractor's profession.

11. Assignment

The Contractor shall not assign, sell, transfer or convey this Agreement, or any of the services herein, without the prior written consent of the City.

12. Law Governing and Venue

This Agreement is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Agreement in a court of competent jurisdiction located in or having jurisdiction in Bastrop, County, Texas.

13. Dispute Resolution Procedures

The Contractor and the City desire an expeditious means to resolve any dispute that may arise between them regarding this Agreement. If either party disputes any matter in relation to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

14. Termination

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. City shall pay Contractor for all Services rendered through the date of termination. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days' written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued during such seven-day period, terminate this Agreement or suspend performance under this Agreement.

15. Notices

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: City Manager

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03-03-20*

Contractor: Central Texas Water Maintenance, LLC
Attn: Ben E. Gray, Jr., President
PO Box 636
Buda, TX 78610

16. Severability

If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

17. Public Information

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

18. No Third-Party Beneficiaries

This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

19. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present council members, officials, officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

20. Paragraph Headings

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatsoever.

21. No Waiver

A failure or delay in the enforcement of the rights detailed in the Agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this Agreement despite delay or failure to enforce those rights.

22. Multiple Counterparts

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This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF BASTROP

Key Job
City Manager

3-5-2020
Date

Attest:

Ann Franklin
Ann Franklin, City Secretary

3-5-2020
Date

Central Texas Water Maintenance

Ben E. Gray, Jr.
Contractor

03-03-2020
Date

BEN E. GRAY, JR. PRESIDENT
Printed Name and Title

ATTACHMENTS ARE AS FOLLOWS:

- ATTACHMENT "A" – City of Bastrop RFP 2020-2 (Request for Proposal for Best Value of the SCADA System FY 2019-2020)
- ATTACHMENT "B" – Contractor Proposal

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-594979

Date Filed:
03/03/2020

Date Acknowledged:

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

Central Texas Water Maintenance, LLC.
Buda, TX United States

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

City of Bastrop

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.

WWW-2020-2
SCADA System Maintenance & Service & Repair

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Gray, Billy | Buda, TX United States | X | |
| Gray, Ben | Buda, TX United States | X | |
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| | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ben E. Gray, Jr., and my date of birth is 10/30/1952.

My address is 307 River Ridge Dr, Georgetown, TX, 78628, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of Texas, on the 3rd day of MARCH, 2020.
(month) (year)

Ben E. Gray, Jr. 03-03-2020
Signature of authorized agent of contracting business entity
(Declarant)

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03-03-20

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.

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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.

Central Texas Water Maintenance, LLC

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.

City of Bastrop, City Secretary's Office , 1311 Chestnut St. Bastrop, Texas 78602
 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.

Vendor is to provide SCADA services (Maintenance & Repair to the City of Bastrop, Water / Wastewater Dept.)

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 Ben E. Gray, Jr.
 Signature of vendor doing business with the governmental entity

01/22/2020
 Date

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03-03-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage, the most we will pay is \$10,000 per "occurrence".

B. Voluntary Property Damage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, 2. **Exclusions** Exclusion g. **Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, 2. **Exclusions** Exclusion g. **Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. **Exclusions**, Exclusion j. **Damage To Property** is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care custody, or control of the insured:

- (a) For storage or sale at premises you own, rent or occupy; or

- (b) While being transported by any aircraft, "auto", or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

(1) Arising out of the disappearance or loss of use of personal property; or

(2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and upon notification having been taken you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement.

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If Damage To Premises Rented To You is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. Under **Section III – Limits Of Insurance, Paragraph 6.** is replaced with:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke, or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b.** and **1.d.** are replaced with:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **Section II – Who Is An Insured** Paragraph **3.a.** is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

4. Any person(s) or organization(s) described in Paragraphs **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

a. Lessors of Leased Equipment with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. Managers or Lessors of Premises** with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- c. State or Political Subdivision – Permits Relating to Premises** with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or

The ownership, maintenance, or use of any elevators covered by this insurance. This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- d. Owners, Lessees, or Contractors** with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
 - (b) Supervisory, inspection, architectural, or engineering activities.
- (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above the following is added to the **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement: or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide such additional insured.

I. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

J. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

- 7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

K. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer, or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim, or suit from the agent or employee.
- f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

L. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

M. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, 8. **Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

N. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following condition is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

O. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY POLICY
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

| Person(s) or Organization(s) | Address |
|--|---------|
| PER WRITTEN CONTRACT OR AGREEMENT ON FILE WITH THE AGENCY. | |

Number of Days Notice _____

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

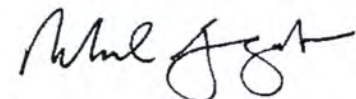
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 4/27/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001143932 of Texas Mutual Insurance Company effective on 4/27/19

Issued to: CENTRAL TEXAS WATER MAINTENANCE LLC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

4/19/19



TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

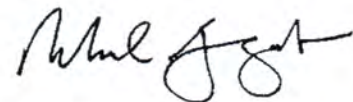
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 4/27/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001143932 of Texas Mutual Insurance Company effective on 4/27/19

Issued to: CENTRAL TEXAS WATER MAINTENANCE LLC

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

4/19/19





City of Bastrop Request for Proposal

REQUEST FOR PROPOSAL NUMBER: WWW-2020-2

PROJECT TITLE: Request for Proposal for Best Value Contract for Maintenance of the SCADA System FY 2019-2020

SEALED PROPOSAL DEADLINE DATE AND TIME: January 27, 2020 at 2:00 PM

SEALED PROPOSAL OPENING DATE AND TIME: January 27, 2020 at 2:00 PM

Proposers must submit complete original RFP Packet.
No proposals submitted after the above deadline will be accepted.

Contact: Curtis Hancock at (512)332-8964, chancock@cityofbastrop.org



The City of Bastrop ("City") is accepting Competitive Sealed Proposals for a one (1) year Best Value Contract for Maintenance of the SCADA System FY 2019-2020 with an option for three (3) additional one-year renewals if both parties agree.

PROPOSERS MUST SUBMIT THE COMPLETE ORIGINAL RFP PACKET. Proposals will be accepted by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 PM LOCAL TIME, on Monday, January 27, 2020.** Proposals will be publicly opened and read aloud on Monday, January 27, 2020 at 2:00 PM for products/services listed above.

Specifications, proposal forms, and instructions to proposers are posted on www.cityofbastrop.org for vendors to download. The City is not responsible for any vendor's costs associated in the preparation of the proposal. Also, should a vendor propose an alternate, any test costs to prove equality of product will be at the expense of the vendor, not the City.

Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.

Any technical questions should be directed to Curtis Hancock at chancock@cityofbastrop.org.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest in the City.

Curtis Hancock, Assistant Public Works Director, chancock@cityofbastrop.org

***** VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

- PROPOSAL PACKET:** You must submit every document specified in the proposal packet.
- PERIOD OF CONTRACT:** Contract will be for a period of one (1) year from the date of City Council approval with an option to renew for three (3) additional one (1) year periods.
- GENERAL CONDITIONS:** This contract shall be for the primary purpose of provision of SCADA system integrator services as required by specific utility sections. It is the City's intent to award a single contract for all services described in this specification.
- ORDERING:** Materials, if any, furnished under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.
- CANCELLATION OF CONTRACT:** Either party may terminate this contract with a thirty (30) day written notice.
- INVOICING AND INSURANCE** Invoices and insurance will be sent to the following:

City of Bastrop Water/Wastewater Department
PO Box 427
Bastrop, TX 78602
- NON-APPROPRIATION FUNDS:** Non-appropriation of funds for services or purchases by the City shall render this contract null and void.
- INSURANCE REQUIREMENTS:** Please read the insurance requirements. Make sure you can meet them as listed. If you are awarded the proposal, you must be able to obtain the necessary insurance within five (5) days.
- QUESTIONS:** Any technical questions regarding these specifications or contract may be directed to Curtis Hancock, at (512)332-8964 or chancock@cityofbastrop.org on Monday through Friday, between the hours of 7:00 AM – 3:00 PM.

INTENT

It is the intent of these specifications to describe the SCADA system integrator services as required by specific utility sections for which the City is requesting proposals, in order to establish an annual contract. The contract awarded as a result of this Request for Proposal shall be for a period of one (1) year from the date of the award. The City reserves the right to renew the contract for three (3) annual renewals, if it is in the City's best interest and agreed upon by the successful proposer.

MINIMUM SPECIFICATIONS

The City is requesting proposals for a one (1) year Best Value Contract for Maintenance of the SCADA System FY 2019-2020 with an option for three (3) additional one-year renewals if both parties agree. The Scope of Work is attached as Exhibit A. Proposals must include the completed Cost Proposal Table, attached as Exhibit B, and the Proposal Submittal, attached as Exhibit C. All improvements shall meet the City of Bastrop specifications.

AWARD CRITERIA

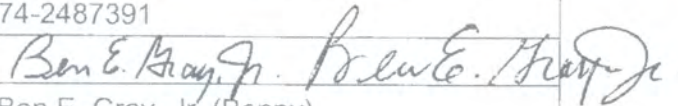
In determining which proposal offers the "best value," the City will consider the following criteria:

1. **TECHNICAL RESOURCES** (scoring weight 30%): The City will evaluate the personnel resources, equipment and capacity of proposer to fully understand and deal with the requirements of the project. This may include a survey visit of the bidder's three (3) customer references.
2. **EXPERIENCE** (scoring weight 30%): The City will evaluate the level of staff and expertise for this project; suitability of submitted experience to the range of work required by the City; the availability and experience of the assigned personnel; the ability of that staff to demonstrate their comprehension and experience in the planning and execution of a coordinated program to perform the services in this RFP.
3. **COST** (scoring weight 40%): The City will evaluate the proposer's cost submittal.

Proposers are directed not to contact or lobby any employee of the City of Bastrop, Texas, members of the Selection Committee, or the City Council. After the City's decision, the successful proposer will be notified of their selection.

The City of Bastrop, Texas reserves the right to reject any or all proposals as deemed to be in the best interest of the City of Bastrop, Texas. Receipt of a proposal from a bidder shall under no circumstances obligate the City of Bastrop, Texas to award the contract.

SIGNATURE AND COMPANY INFORMATION

| | |
|----------------------------------|--|
| Company Name | Central Texas Water Maint., LLC |
| Mailing Address | PO Box 636 |
| Physical Address | 5905 Williamson Rd., Creedmoor, Tx. 78610 |
| City, State, Zip Code | Buda, Texas 78610 |
| Phone Number | 512.243.2281 ext. 103 (Amy) |
| Fax Number | 512.610.3268 |
| Email Address | bengray@ctwm.com, |
| Tax ID Number | 74-2487391 |
| Signature of Authorized Agent |  |
| Printed Name of Authorized Agent | Ben E. Gray, Jr. (Benny) |
| Title | President |
| Date | 01/27/2020 |

SUBMITTAL OF PROPOSAL:

REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL RFP PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure your envelope is completely and properly identified and sealed, showing the proposal number, proposal due date, and proposal name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED!**

Mailing Address or Hand Delivery or Delivery Service

City of Bastrop, City Hall
City Secretary's Office
1311 Chestnut Street
PO Box 427
Bastrop, Texas 78602

PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)

(RETURN ADDRESS)

(STAMP)

CITY OF BASTROP
City SECRETARY'S OFFICE
1311 CHESTNUT STREET
PO BOX 427
BASTROP, TEXAS 78602

PROPOSAL NUMBER: WWW – 2020 -2

PROPOSAL DEADLINE AND OPENING: JANUARY 27, 2020 AT 2:00 PM

PROPOSAL NAME: Request for Proposal for Best Value Contract for Maintenance of the SCADA System FY 2019-2020

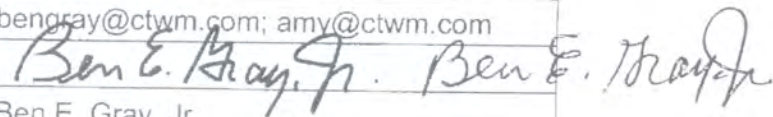
NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this proposal.

EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

| | |
|----------------------------------|--|
| Company Name | Central Texas Water Maint., LLC |
| Mailing Address | PO Box 636 |
| Physical Address | 5905 Williamson Rd., Creedmoor, Texas 78610 |
| City, State, Zip Code | Buda, Texas 78610 |
| Phone Number | 512.243.2281 ext. 103 (Amy) |
| Fax Number | 512.610.3268 |
| Email Address | bengray@ctwm.com; amy@ctwm.com |
| Signature of Authorized Agent |  |
| Printed Name of Authorized Agent | Ben E. Gray, Jr. |
| Title | President |
| Date | January 27, 2020 |

ACCOUNTS REFERENCE LISTING

All proposers should enclose an Accounts Reference Listing, having a *minimum* of three (3) references to which the proposer has provided similar services to those described in the Scope of Work of this RFP within the last five (5) years for at least two (2) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Please list Company Name, Address, and Person to Contact, Phone Number, and Email address:

1. Company Name: Polonia WSC
Address: 2990 FM 1185 Lockhart, Texas 78644
Contact Person: Paul Pittman, Mgr. / Bud Cheatem
Phone Number: 512.559.2030 Email address: pwsc@ranchwireless.com
2. Company Name: Goforth WSC
Address: 8900 Niederwald Strasse, Kyle, Texas 78640
Contact Person: Mario Tobias / John Gerrardo
Phone Number: 512.376.5695 Email address: info@goforthwater.org
3. Company Name: Manville WSC
Address: 13805 TX-95, Coupland, TX 78615
Contact Person: Tony Graf / Erik Prinz
Phone Number: 512.856.2488 Email address: tonygraf@manvillewsc.org / eprinz@manvillewsc.org
4. Company Name: City of Florence
Address: 106 S. Patterson Ave., Florence, Texas 76527
Contact Person: AJ Olson
Phone Number: 512.563.5789 Email address: Andy.Olson@amwater.com
5. Company Name: Dripping Springs WSC
Address: 101 Hays St., #416 Dripping Springs, Texas 78620
Contact Person: AJ Gray
Phone Number: 512.858.7897 Email address: aj@drippingspringswater.com

COMPANY NAME: Central Texas Water Maintenance, LLC

SIGNATURE: _____

Ben E. Gray, Jr. Ben E. Gray, Jr.

PRINTED NAME: Ben E. Gray, Jr.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City and City of Bastrop's proposal process. The City contact referenced on this Invitation to Bid will provide additional clarification on specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
 Texas Building Procurement Com.
 PO Box 13047
 Austin, TX 78711-3047
 (512) 463-5872

OR

North Central Texas
 Regional Certification Agency
 624 Six Flags Drive, Suite 216
 Arlington, Texas 76011
 (817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

| | |
|----------------------------------|--|
| Company Name | |
| Mailing Address | |
| Physical Address | |
| City, State, Zip Code | |
| Phone Number | |
| Fax Number | |
| Email Address | |
| Signature of Authorized Agent | |
| Printed Name of Authorized Agent | |
| Title | |
| Date | |

CHECK ALL THAT APPLY:

- Minority-Owned Business Enterprises
- Women-Owned Business Enterprises
- Disadvantaged Business Enterprises

City and City of Bastrop
COOPERATIVE PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes

No

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Bastrop will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this proposal. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

CITY OF BASTROP

INDEMNIFICATION

THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

THE CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Bastrop Contracts. I have read the provisions and agree to the terms of these provisions.

Central Texas Water Maintenance, LLC

Company Name

Ben E. May, Jr. Ben E. May, Jr.

Signature

President

January 22, 2020

Title

Date

CITY OF BASTROP GENERAL INSTRUCTIONS TO PROPOSERS

1. ELIGIBLE PROPOSERS

Proposers are limited to those persons or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

2. PROPOSAL DELIVERY

Proposals must be received in the City Secretary's office prior to the stated due date and time. It is the sole responsibility of the Proposer to ensure timely delivery of the completed RFP. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposer. Late proposals will be returned to the proposer unopened.

Proposers are reminded that the U.S. Postal Service deliveries may be delayed. Proposers are responsible for on-time deliveries of proposal documents to the City of Bastrop, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

3. PROPOSAL DOCUMENTS

Review of Documents: Proposers are expected to examine all documents that make up the proposal. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the proposal. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Proposals.

Location of Documents: The Department Head or designee issues RFPs. The location and phone number is specified in the RFP.

Preparation of Proposal: Each proposer must furnish the information required by the proposal on the documents provided. Proposals submitted on other than the forms included in the proposal package may be considered non-responsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

Taxes: Purchases of goods or services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful proposer should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal: If the proposal indicates brand name or "equal" products are acceptable, the proposer may propose an "equal" product as an alternate proposal but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the proposer shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Signature: The proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the proposer must initial any physical change made to the proposal.

Bid Bond: If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the proposal package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the proposal submitted) must be submitted at the time the proposal is submitted. The bond company must be licensed to do business in the state of Texas.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Public Information Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Proposal Preparation Costs: All costs associated with preparing a proposal in response to a proposal solicitation shall be borne by the proposer.

Payment Terms: All payment terms shall be "Net 30 Days" unless specified in the proposal document.

Credentials: Copies of W-9, business licenses, professional certifications or other credentials, must be included in the proposal packet.

4. SUBMISSION OF PROPOSALS

By submitting a response, each Proposer certifies that it understands this RFP and has full knowledge of: 1) the scope, nature, quality, and quantity of the work to be performed, 2) the detailed requirements of the services to be provided; and 3) the conditions under which the services are to be performed and that it had the right to ask any relevant questions prior to submission of the proposal. Each Proposer certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Proposer. The Proposer acknowledges and understands that the contract will be awarded to the Respondent who provides the **BEST VALUE** to the City for these services based upon the criteria noted herein.

The Proposer shall read and understand the circumstances, requirements, and procedures under which this RFP is provided, including undertaking an inspection of the Property at issue, before submitting a proposal to the City.

Unless otherwise specified, proposers are required to submit the following:

- "original" signed proposal packet and addendums;
- one (1) copy of original proposal packet;
- flash drive of completed proposal packet documents.

Documents Required With Proposal: ALL ENCLOSED DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL PRIOR TO THE DEADLINE.

Addendums: Receipt of Addendums must be acknowledged by signing and returning Addendums with the proposal, if requested. It is the proposer's responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through www.Cityofbastrop.org (when applicable) and in the City Secretary's office. Failure to return any and all issued addendums, if requested, may adversely affect the proposer's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

Modification of Proposal: Proposals may be modified in writing at any time prior to the due date and time.

Withdrawal of Proposal: Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the proposer) at any time prior to the due date. A proposal may also be withdrawn in person by a proposer, provided the withdrawal is made prior to the due date. The proposer must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing proposal.

6. OPENING OF BIDS

The Water/Wastewater department representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud all proposals received on time.

7. EVALUATION FACTORS AND AWARD

Evaluation: Proposers may furnish pricing for all or any portion of the proposal (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City and City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.

Award: The City shall award the proposal to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the City. When determining the "best value", the following criteria will be considered:

1. **TECHNICAL RESOURCES** (scoring weight 30%): The City will evaluate the personnel resources, equipment and capacity of proposer to fully understand and deal with the requirements of the project. This may include a survey visit of the bidder's three (3) customer references.
2. **EXPERIENCE** (scoring weight 30%): The City will evaluate the level of staff and expertise for this project; suitability of submitted experience to the range of work required by the City; the availability and experience of the assigned personnel; the ability of that staff to demonstrate their comprehension and experience in the planning and execution of a coordinated program to perform the services in this RFP.
3. **COST** (scoring weight 40%): The City will evaluate the proposer's cost submittal.

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Proposal: Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the proposal;
2. Extend the proposal opening date and time;
3. Consider and accept alternate bids, if specified in the proposal documents, when most advantageous to the City;
4. Waive minor deviations from specifications as an informality, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any proposal or proposal procedure (a minor informality is one that does not affect the competitiveness of the proposer);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalance unit proposal prices;
8. Reject or cancel any or all proposals;
9. Reissue a proposal; and/or
10. Procure any item by other means.

8. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER

Certificates of Insurance: When insurance is required, the proposer must provide certificates of insurance in the amounts and for the coverage required to the Water/Wastewater Department within five (5) business days after notification of intent to award, or as otherwise required by the proposal specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the proposer must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the proposal specifications.

9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with proposal requirements.

10. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and City health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

**CITY OF BASTROP
STANDARD TERMS AND CONDITIONS**

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Instructions to Proposers** or data contained herein.

***** VENDOR TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

2. SHOULD YOU CHOOSE NOT TO SUBMIT, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire proposal.
6. **ALTERNATE AWARD:** The City reserves the right to award a vendor proposal as an "ALTERNATE AWARD". The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.
7. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the proposal document.
8. **PAYMENT TERMS:** All Payment terms shall be net 30 and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, proposal must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Proposals MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When delivery delays can be foreseen, the proposer shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, etc., pertaining to the proposal/quotation.

13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the best value for the City.
15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
16. **ASSIGNMENT:** The successful proposer shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City
17. **AUDIT:** The City reserves the right to audit the records, as it pertains to this proposal, and performance of the successful proposer during the term of the contract and for three years after the contract is completed.
18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the proposal solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the proposal process.
 - This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
 - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **SUMMARY SHEET:** Proposers desiring a copy of the proposal summary/tabulation may request same by enclosing a self-addressed stamped envelope with proposal. **PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Water/Wastewater Department (512) 332-8960.
21. **LATE PROPOSALS:** Proposals received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
22. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.
23. **PRESENTATION OF PROPOSAL:** No oral, telegraphic, telephonic, or facsimile proposal will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Bastrop in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this RFP and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).
26. **CONTRACTOR SHALL, RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.**

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award proposal to another proposer, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful proposer.
28. **TESTING:** The City reserves the right to test equipment, supplies, material and goods proposal for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.
29. **REMEDIES:** The successful proposer and City agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this proposal shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.
32. **F.O.B/DAMAGE:** Proposals shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
33. **PROPOSAL OPENINGS:** All bids submitted will be read at the regularly scheduled proposal opening for the designated project. **However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.**

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and, according to state law, all bids received will be available for inspection at that time.

34. **TERMS:** The terms and conditions of the proposal will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low proposal.
35. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of such stature rests with offerors. City shall act as sole judge in determining equality and acceptability of products offered.

36. **RIGHT OF INSPECTIONS:** The City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
37. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City and the offeror.
38. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
39. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City. Any violation of this provision shall render this contract voidable at the discretion of the City.
40. **TARGET Bastrop:** In performing this contract, Contractors agree to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.
41. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
42. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause, any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
43. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.
44. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective proposer must affirmatively demonstrate proposer's responsibility. The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
45. **NON-RESIDENT PROPOSERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident proposer's state.

46. **ALTERNATE AWARD:** The City reserves the right to award a vendor's proposal as an "ALTERNATE AWARD". The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.

NO BID SHEET

FOR

WWW-2020-2

If your firm has chosen **not** to submit a proposal for this procurement, please complete this form and submit to:

City of Bastrop
City Secretary's Office
1311 Chestnut Street
PO Box 427
Bastrop, TX 78602

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason. _____

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ Fax Number: (____) _____

INSURANCE COVERAGE REQUIRED

SECTION A. The awarded vendor shall furnish a completed Insurance Certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED.**

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SECTION C. Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

1. *Worker' Compensation*

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the City, employer's liability insurance of not less than \$100,000 for each accident.

2. *General Liability*

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. *Auto Liability*

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Water/Wastewater Department along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty (30) days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Vendor's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

**PROPOSERS - READ CAREFULLY THE
FOLLOWING PAGES**

VENDORS-PLEASE READ AND COMPLETE THE FOLLOWING.

**IF MORE INFORMATION IS NEEDED, PLEASE CALL
(512) 332-8964.**

WHAT IS A “CONFLICTS DISCLOSURE STATEMENT” AND DO I HAVE TO FILE ONE?

What is H.B. 914?

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a City to file a “conflict of interest questionnaire.” The conflict of interest questionnaire (FORM CIQ) is available online at www.ethics.state.tx.us.

What vendors are subject to H.B. 914?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

Does this include a person who buys City property?

The bill appears to apply to all persons or businesses who conduct business with a City, including those who submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with a City.

With whom should the statement be filed?

The statement will be filed with the City of Bastrop City Secretary’s Office, 1311 Chestnut Street, Bastrop, TX. 78602

Who must file a “conflict of interest questionnaire”?

Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a City (including submitting a proposal on a City contract) must file a questionnaire.

To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the City. When must a vendor file the conflict of interest questionnaire? A person who wishes to conduct business with a City must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a City.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Ben E. Gray, Jr. c/o Central Texas Water Maintenance, LLC

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

City of Bastrop, City Secretary

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Ben E. Gray, Jr. Ben E. Gray, Jr. 01/22/2020

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

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 |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address _____ (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

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

Form TCG 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: _____
Department: _____

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: Ben E. Gray, Jr. FBO Central Texas Water Maint

Print Name of Person: BEN E. Gray, Jr.
Signing, Title, and Company: President Central Texas Water Maint

Date signed: 01-27-2020

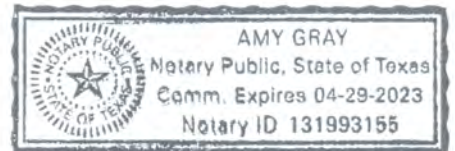
STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned Notary Public on this day personally appeared Ben E. Gray, Jr. (Name), on behalf of CTWM (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct..

SWORN AND SUBSCRIBED TO before me, this 27 day of January, 20 20

Amy Gray
NOTARY PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires: 4-29-2023



Government Code § 2270.002. Provision Required in Contract Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

EXHIBIT A
SCOPE OF SERVICES

- 2.1. These specifications establish the minimum requirements of a successful bidder performing system integrator services for the City. These services include, but are not limited to:
- 2.1.1. Supply, installation, programming, maintenance, calibration, troubleshooting, repair, upgrade, replacement of instrumentation, control and/ or communication equipment. This includes as way of example PLCs, control equipment, instrumentation equipment, analytical equipment, communication equipment, enclosures, power supplies, display units, fittings, accessories, wiring, raceways, antennas and support structures, support accessories and fittings and other services, as requested by the City.
 - 2.1.2. Power, control and instrumentation wiring in support of the systems referred to under section 2.1.1. This includes but is not limited to installing new or upgrading wiring, troubleshooting and/or modifying existing wiring.
 - 2.1.3. When necessary, and at an additional agreed upon cost, the City may request additional services that are not set forth in this RFP but are in support of and related to the services referred to under sections 2.1.1 and 2.1.2. This may include but not be limited to field survey work, preparation of surveys and reports documenting of existing conditions in the System or modifying existing designs to accommodate new replacement components or to improve reliability.
 - 2.1.4. Auxiliary services include trenching or digging, compacting, minor concrete work and other services that directly relate to or provide support for the system integrator services described above. If necessary, auxiliary services can be provided through employees of the successful bidder or through third party contractors operating under the direct supervision, control and responsibility of the successful bidder. All third-party contractors shall be approved by the City prior to beginning work on the City's system.
 - 2.1.5. The location for delivery of the above services can occur in any location in the City including, Operations Facilities in the Water, Wastewater Department, Lift Stations, and/or Elevated Storage Tanks.
- 2.2. Contractor shall provide all labor, materials, supplies, consumables, tools, equipment and others, necessary for the acceptable execution of the services requested by the City.
- 2.3. Contractor shall be solely responsible for the safe disposal of all waste material and spent consumables.
- 2.4. Contractor shall be able to demonstrate prior to award of contract that it has sufficient personnel (to include certified and trained technicians) for all work in this specification, tools, test and calibration equipment, ready access to spare parts and consumables to perform the work specified in this contract. The Contractor specifically warrants and agrees that no service performed by the Contractor or its representative shall void any warranty on machines or equipment or other related components or parts.
- 2.5. Each invoice submitted by the Contractor to the City for the services provided herein

must include: 1) the date the work was performed, 2) a detailed description of the work performed, including an itemized list of all parts replaced or repaired, as applicable, 3) the location of the work performed, 4) the exact number of labor hours, Failure to include all necessary information/ documentation will cause the invoice to be rejected by the City until all necessary information is included on the invoice.

EXHIBIT B

COST PROPOSAL TABLE

Using the table below, bidder shall provide its proposal for the work described in the attached table. All prices shall be firm throughout the project's duration, and any extension thereto. The City retains the right to limit quantities ordered under this RFP.

The terms and conditions herein this RFP, the Bid Proposal and all other contract documents shall constitute a binding and enforceable contract with the City of Bastrop, Texas. Upon award of the bid by the City, the Bidder hereby agrees that the signature of its duly authorized agent on the Bid Proposal shall bind the Successful Contractor to all terms and obligations.

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for ninety (90) business days following the deadline for its submission.

Proposal for System Integrator Services

| Line Item | Task / Items Description | Hourly Rate (1) |
|-----------|--|--------------------|
| 1 | Technician, Junior Level, Non-Emergency Work | \$ 95.00 |
| 2 | Technician, Junior Level, Emergency Work | \$ 142.50 |
| 3 | Technician, Senior Level, Non-Emergency Work | \$ 105.00 |
| 4 | Technician, Senior Level, Emergency Work | \$ 157.50 |
| 5 | Technician's Helper, Non-Emergency Work | \$ 49.00 |
| 6 | Technician's Helper, Emergency Work | \$ 73.50 |
| 7 | Runner, Non-Emergency Work | \$ 49.00 |
| 8 | Runner, Emergency Work | \$ 73.50 |
| 9 (2) | Markup on ordered parts, components, and equipment | % 33.00 |
| 10 (2) | Markup on Services under 2.1.4 | % 18.00 |
| 11 | Travel Round Trip mileage charge, per truck per Service Call | 47.50 |

EXHIBIT C
PROPOSAL SUBMITTAL

To be considered responsive, the proposal submittal narrative and information shall include the following:

- Typed on letter-sized paper (8-1/2" x 11") and submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.
- Provide a brief description of your company, including all business names, number of employees, years incorporated, business locations, client base, and areas of expertise. Provide the name, title, telephone number, and email address of the individual designated as your company's authorized representative.
- Confirm that your company can provide an on-site service provider within one (1) hour of notification by the City of an emergency.
- Provide a description of similar projects completed by your company within the past five (5) years. Include information that indicates experience, certifications, and qualifications in performing the requested RFP services in an environment similar in scale and complexity to the City.
- Describe the work performed by the company at City facilities, including the name of the City, either directly or through a third-party contractor.
- Provide the name, title and contact information of the individual who will act as your Project Manager and a detailed resume for this individual indicating the appropriate project management experience, certifications, and expertise in this type of work.
- Provide the names and resumes of the individuals who will be proposed to perform the specified work under this RFP. If other staff will be assigned to the project, identify these individuals, describe the function they will perform, and provide brief resumes for each one.
- Provide three (3) customer references for work that the Contractor has performed that is equivalent to that requested in this RFP. Include the vendor name, contact person and contact information and a description of the work performed.
- A general description of the techniques, approaches and methods to be used in providing the RFP services and deliver feedback to the City.
- Provide a description of your company's philosophy and approach with regard to maintaining the security, privacy, and confidentiality of customer data and other information that you may have access to during interviews, meetings, assessments and planning sessions.
- Provide evidence of Professional Liability Insurance and Workers Compensation prior to final award of the contract. Copies of W-9, business licenses, professional certifications or other credentials, must be included in the proposal packet.

All accepted proposals shall be valid for a minimum of ninety (90) working days, from the date the proposals are opened by the City.

In submitting a proposal, bidders acknowledge acceptance of the City's Terms and Conditions set forth in this RFP. See Bid Proposal for a summary of these Terms and Conditions.



P.O. Box 636
Buda, Texas 78610
www.ctwm.com

Started Business: 1975 as Central Texas Water Maintenance Service

Incorporated: 32 years, since December 30, 1987 in the State of Texas (Charter #051297)

Number of Employees: 16

Physical Location: 5905 Williamson Rd., Creedmoor, Texas 78610

Client Base: Numerous WSCs (Water Supply Corporations) and small Cities and Towns in Central Texas

Area of Expertise: Construction (New and Remodel), Service & Repair and SCADA systems in the Water / Wastewater industry in Central Texas.

Authorized Representative: Anthony Hernandez, Service Manager, Cell: 512.395.5541, anthonyh@ctwm.com

| <u>Contracts on Hand</u> | <u>Contract Amount</u> | <u>Contact</u> | <u>Phone Number</u> |
|-------------------------------------|------------------------|----------------------------|---------------------|
| City of Wimberley | \$282,816.00 | Capital Excavation Company | 512-486-3649 |
| Goforth SUD Plant A Improvement | \$416,862.00 | Southwest Engineers | 830-672-7546 |
| Ellinger Sewer & Water Supply Corp. | \$182,190.40 | BEFCO Engineering Inc | 979-968-6474 |
| Westpointe Lift Station | \$534,964.00 | DNT Construction LLC | 512-837-6700 |
| Elm Creek BPS & GST Improvements | \$953,580.00 | Lennar Homes | 512-506-4000 |
| Manville WSC Cele & Coupland | \$622,958.00 | Manville WSC | 512-856-2488 |
| City of Moulton | \$288,987.00 | Hejl, Lee & Associates | 512-642-3292 |
| | | | |

Central Texas Water Maintenance, Inc. is a Potable Water / Wastewater Utility construction company. We also perform Maintenance, Service and Repair, Electrical / Mechanical repair work and SCADA System installation, Service and Repair work for Rural Water Supply Corporations and Municipalities.

Since the founding of our business in 1975, Central Texas Water Maintenance, Inc. has never failed to complete any awarded work, nor has it defaulted on any contract.

Ben E. Hayden Ben E. Hayden



P.O. Box 636
Buda, Texas 78610
www.ctwm.com

One Hour Response Time Acknowledgement

Central Texas Water Maintenance, LLC (CTWM) acknowledges and agrees to the RFP requirement that CTWM can and will provide an "on-site service provider" within one (1) hour of notification by the City in the event of an emergency situation.

Brent Hayden *Brent Hayden*



P.O. Box 636
Buda, Texas 78610
www.ctwm.com

Similar Projects For The Last Five Years

| <u>Current SCADA Customers</u> | <u>Date Of Project</u> | <u>Contact</u> | <u>Phone Number</u> |
|--|------------------------|----------------|---------------------|
| Manville WSC – started with 15 initial sites that now numbers 30+ sites. Currently upgrading 4 sites for SCADA | Since 1998 | Erik Prinz | 512-844-0762 |
| Dripping Springs WSC – replaced Trac-n-Trol as SCADA integrator back in 2016. Currently serving all sites with upgraded PLCs, HMI and Radios | Since 2016 | AJ Gray | 512-497-4409 |
| Creedmoor – Maha WSC – replaced Previous SCADA integrator, currently Servicing over 13 sites | Since 2013 | Blake Dorsett | 512-748-8281 |
| MiraLomas – new SCADA installation in 2016. Three (3) potable sites, two (2) Wastewater sites | Since 2017 | Jim Becker | 210-885-2094 |
| City of Waelder – servicing both the potable And wastewater needs | Since 2013 | Abalardo | 830-788-7331 |
| Polonia WSC – replaced previous SCADA Integrator with PLCs and HMI | Since 2012 | Bud Cheatum | 512-293-9041 |
| City of Moulton- initially installed SCADA at two Well sites. Now upgrading to include main plant And install VTScada HMI | Since 2016 | Tim Konkaba | 361-217-5505 |
| Goforth SUD – service all PLCs, radios and HMI For Goforth | Since 2004 | Mario Tobias | 512-376-5695 |
| City of Florence – replaced previous SCADA Integrator with new HMI, utilized existing PLCs | Since 2017 | AJ Olson | 512-563-5789 |

All of the aforementioned projects have been installed and service by many of the same CTWM technicians from the start. CTWM Techs are continually upgrading their SCADA skills through formal classroom training, on-line training and in-house training by the Senior SCADA technicians.

Blake Dorsett *Blake Dorsett*



P.O. Box 636
 Buda, Texas 78610
 www.ctwm.com

SCADA Work Performed Previously For Cities

| <u>Current SCADA Customers</u> | <u>Date Of Project</u> | <u>Contact</u> | <u>Phone Number</u> |
|---|------------------------|----------------|---------------------|
| City of Cuero – installed original SCADA system Now System is managed by the City “in house” | 1995 | Edward Bowles | No longer w/ City |
| City of Kyle – installed original SCADA system. Now system is managed by the City “in house” | 1996 | Jimmy Haverda | No longer w./ City |
| City of Waelder – installed original system, still Servicing the City | Since 2013 | Abalardo | 830-788-7331 |
| City of Moulton- initially installed SCADA at two Well sites. Now upgrading to include main plant and install VTScada HMI | Since 2016 | Tim Konkaba | 361-217-5505 |
| City of Florence – replaced previous SCADA Integrator with new HMI, utilized existing PLCs | Since 2017 | AJ Olson | 512-563-5789 |

All of the aforementioned projects have been installed and service by many of the same CTWM technicians from the start. CTWM Techs are continually upgrading their SCADA skills through formal classroom training, on-line training and in-house training by the Senior SCADA technicians.

Ben E. Hays *Ben E. Hays*



P.O. Box 636
Buda, Texas 78610
www.ctwm.com

Project Manager for City of Bastrop SCADA FRP

Anthony Hernandez

Service Manager

Cell: 512.395.5541

Certifications and Experience See attached resume in resume section

Ben E. May Jr. *Ben E. May Jr.*



P.O. Box 636
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www.ctwm.com

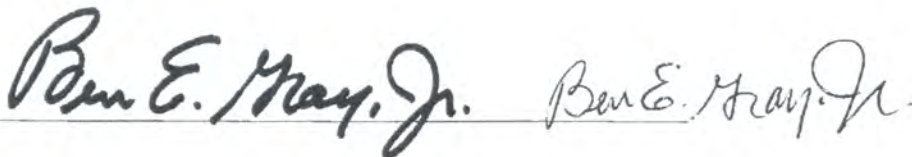
Ben E. Gray, Jr.,
Owner & President,
Central Texas Water Maintenance, LLC

Ben started with Central Texas Water Maintenance, (CTWM) in 1992. He holds both a Master Electrician License (#202221) and Electrical Contractors License (#18102) with over 25 years of experience specializing in Electrical Controls and Automation. In addition to his electrical credentials, he is a certified Cla-Valve repair technician. He is experienced in chlorination equipment repair and service on the following units: Capital Controls, Regal, Hydro, Superior. His expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). In 2019, Ben became certified as a Yaskawa VFD Authorized Service Provider (ASP). Ben has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 1998. Ben has gone through factory training on the following Allen-Bradley PLCs: PLC-5, SLC 5/03, Micrologix, Compact Logix and Control Logix. In addition, he has attended factory training on the complete line of Control Microsystems (SCADA Pack) PLC's, Modicon and the Foxboro T2550 PLCs.

He has received factory training on the following Human Machine Interface (HMI) programs: Allen-Bradley/Rockwell Software – "RSView32", Wonderware – "InTouch", National Instruments – "Lookout" and Trihedral Engineering – "VTS/VTSCADA".

Additionally, Ben is experienced in various brands of radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.

CTWM is unique in the Water/Wastewater environment because the installations of the PLC's, the electrical UL-508A Control / SCADA cabinets, the conduit and wire; the erection all of the antennas for the radios, the creation of all of the PLC programming ladder logic and all of the HMI screens and programming for the SCADA systems is performed solely by CTWM technicians. CTWM has over 20 years of experience in building, repairing and servicing all types of Water and Wastewater SCADA systems in the state of Texas and is unsurpassed by *any* other SCADA system integrator in this regard. This extensive knowledge and experience provides added value to each of our SCADA customers because regardless of the problem that may occur with their Water/Wastewater system, one call to CTWM is all that is necessary to correct the problem.





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Anthony Hernandez
Service Mgr.
Central Texas Water Maintenance, LLC

Anthony started with Central Texas Water Maintenance, (CTWM) in 2012. He holds a Journeyman Electrician License (#475215) with over 7 years of experience specializing in Electrical Controls and Automation. In addition to his electrical credentials, he is a certified Cla-Valve repair technician. Anthony is experienced in all phases of chlorination equipment repair and service on the following units: Capital Controls, Regal, Hydro, Superior. In addition, his expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). In 2019, Anthony achieved certification as a Yaskawa VFD Authorized Service Provider (ASP) technician. Anthony has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 2012. Anthony has experience working on the following Allen-Bradley PLCs: SLC 5/03, Micrologix 1400 and 1100, Compact Logix and Control Logix. In addition to his Allen-Bradley experience, he is experience with the complete line of Control Microsystems (SCADA Pack) PLC's, as well as the Foxboro T2550 PLCs.

Along with his PLC experience, Anthony is well versed with the following Human Machine Interface (HMI) programs: Trihedral Engineering – "VTS/VTSCADA" as well as Wonderware – "InTouch". Additionally, Anthony is experienced in various brands of Spread Spectrum radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.



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David McDaniel
Senior SCADA Technician
Central Texas Water Maintenance, LLC

David started with Central Texas Water Maintenance, (CTWM) in 2013. He holds a Electrician Apprentice License working towards his Journeyman's license. David has over 25 years of experience specializing in Electrical Controls and Automation. David was with the North Texas Water Municipal District for 20 years. During that time, David became experienced in all aspects of SCADA controls, programming, communications and HMI (Human Machine Interface) creation and implementation.

In addition, his expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). David has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 2013 when he came to work at CTWM. David has experience working on the following Allen-Bradley PLCs: SLC 5/03, Micrologix 1400 and 1100, Compact Logix and Control Logix.

In addition to his Allen-Bradley experience, he is experience with the complete line of Control Microsystems (SCADA Pack) PLC's, as well as the Foxboro T2550 PLCs and the DirectLogic PLC.

Along with his PLC experience, David is well versed with the following Human Machine Interface (HMI) programs: Trihedral Engineering – "VTS/VTSCADA" as well as Wonderware – "InTouch".

Additionally, David is experienced in various brands of Spread Spectrum radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.



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Brandon Zumwalt
Senior SCADA Technician
Central Texas Water Maintenance, LLC

Brandon started with Central Texas Water Maintenance, (CTWM) in 2009. He holds a Electrician Apprentice License and is working towards his Journeyman's license. Brandon has over 10 years of experience specializing in Electrical Controls and Automation. During his time with CTWM, Brandon has become experienced in all aspects of SCADA controls, programming, communications and HMI (Human Machine Interface) creation and implementation.

In addition, his expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). Brandon has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 2009 when he came to work at CTWM. Brandon has experience working on the following Allen-Bradley PLCs: SLC 5/03, Micrologix 1400 and 1100, Compact Logix and Control Logix.

In addition to his Allen-Bradley experience, he is experience Control Microsystems (SCADA Pack) PLC's, as well as the Foxboro T2550 PLCs and DirectLogic PLC.

Along with his PLC experience, Brandon is well versed with the following Human Machine Interface (HMI) programs: Trihedral Engineering – "VTS/VTSCADA" as well as Wonderware – "InTouch".

Additionally, Brandon is experienced in various brands of Spread Spectrum radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.



P.O. Box 636
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 www.ctwm.com

Customer References

| <u>Customer</u> | <u>Date Of Project</u> | <u>Contact</u> | <u>Phone Number</u> |
|----------------------|------------------------|----------------|---------------------|
| Manville WSC | Since 1998 | Erik Prinz | 512-844-0762 |
| Dripping Springs WSC | Since 2016 | AJ Gray | 512-497-4409 |
| Creedmoor – Maha WSC | Since 2013 | Blake Dorsett | 512-748-8281 |
| City of Waelder | Since 2013 | Abalardo | 830-788-7331 |
| Polonia WSC | Since 2012 | Bud Cheatum | 512-293-9041 |
| City of Moulton | Since 2016 | Tim Konkaba | 361-217-5505 |
| Goforth WST | Since 2004 | Mario Tobias | 512-376-5695 |
| City of Florence | Since 2017 | AJ Olson | 512-563-5789 |



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Techniques – Approaches – Methods

Anatomy of a Service Call

- I. Customer Calls with a Service Call
 - a. CTWM Tech responds to Operator with a phone call and identifies themselves.
 - b. CTWM Tech discusses with customer to get a “idea” of the problem.
 - c. At what location is the problem occurring?
 - d. When did the problem first appear?
 - e. Is the problem continual or intermittent?
 - f. Does the problem require immediate assistance, regardless of the time of day or, can it wait for a short time?
 - g. CTWM Tech informs Operator when to expect them at the job site.
- II. CTWM Tech arrives at job site
 - a. Meets and revisits with the Operator to determine more precisely what the problem is.
 - b. Tech determines what normal operation should be like: what is the equipment doing or NOT doing.
 - c. Tech begins diagnosis of the problem.
 - i. Tech utilizes the necessary test equipment to assess the problem.
 - ii. Is the problem a “physical” problem? ie: defective relay, switch, fuse, etc.
 - iii. Or, is the problem the result of something else imposing on the system: ie: wind damage to an antenna or dead battery on the emergency Generator
- III. Problem is identified
 - a. Tech is THOROUGH with their diagnosis. “90% of ALL repairs is proper diagnosis”
 - b. Once problem is identified, then necessary parts are installed if required.
 - c. Parts are ONLY installed if required. ie: problem may have been a “loose wire” causing the equipment to malfunction.
 - d. CTWM does not believe in “swapping parts” or installing unnecessary parts.
 - e. Tech informs Operator of diagnosis
 - f. Tech replaces parts required, ie: fuse, relay, HOA switch, if part(s) required are normal operational items.

- g. If parts required for repair will require ordering from supply house or vendor, Operator is informed of "ETA" (expected time of arrival) of required parts.
- h.

IV. Repairs are performed

- a. After required parts are installed, Tech verifies system operates properly.
- b. Tech operates or monitors system for 15 – 30 mins. to verify proper operation has been restored.
- c. Tech communicates to Operator how to get in contact with them "if" the problem, reappears.

V. Warranty of Repair

- a. All repairs carry 90 day labor and one year warranty on parts.



P.O. Box 636
Buda, Texas 78610
www.ctwm.com

Security and Confidentiality

CTWM's belief and operational approach is very simple as it relates to The City of Bastrop's data and information. The City's confidential information will remain secure and not discussed with other entities or individuals.

If necessary, CTWM will sign an "NDA" (Non-Disclosure Agreement) with City of Bastrop to assure proper adherence to this requirement.



Professional Liability Declarations

Broker Number: 080054
Certificate Number: DDC10434.19

Dan Oberheu
McGowan, Donnelly & Oberheu, LLC
2700 Via Fortuna Suite 145,
Austin, Texas 78746

Insurer's Information:

Certain Underwriters at Lloyd's London

Coverholder:

All inquiries regarding this Certificate should be addressed to the following correspondent:
Alpha Specialty Programs, Inc.,
4500 Mansell Rd, Alpharetta, GA 30022
(678) 498-4500

Named Insured:

Central Texas Water Maintenance LLC
PO Box 636
Buda, Texas 78610

Policy Period:

The policy period runs from 12:01 am on the inception date and expires at 12:01 am on the expiration date at the address of the insured above.

Inception Date: 4/27/2019
Expiration Date: 4/27/2020
Retroactive Date: 4/27/2018

Policy Limit:

| | | | |
|--|-------------|----------------------|-------------|
| Each Claim Limit: | \$1,000,000 | Policy Limit: | \$1,000,000 |
| Bodily Injury Per Claim Sub Limit: | | | \$1,000,000 |
| Property Damage Per Claim Sub Limit: | | | \$1,000,000 |
| Pollution Liability Per Claim Sub Limit: | | | \$1,000,000 |
| Third Party Discrimination Per Claim Sub Limit: | | | \$1,000,000 |
| Personal & Advertising Injury Per Claim Sub Limit: | | | \$1,000,000 |

Retention:

\$5,000

Premium:

\$4,537

Policy Fee

\$0

Professional Services

Description:

Solely in the performance of providing services as a general contractor, for others for a fee.



CENTTXW-01

LORI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Anco Insurance
3103 Bee Cave Rd, Suite 242
Austin, TX 78746

CONTACT Lori
NAME:
PHONE (A/C, No, Ext): (512) 330-9836 FAX (A/C, No): (979) 774-5372
E-MAIL ADDRESS: ancocentral@anco.com

INSURED
Central TX Water Maintenance
Benny Gray
P.O. Box 636
Buda, TX 78610

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|-------------------------------|-------------------------------------|--------|
| INSURER A : | Allied Insurance Company Of America | 10127 |
| INSURER B : | Texas Mutual Insurance Company | 22945 |
| INSURER C : | Homeland Ins Co Of NY | 34452 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | ACP3027647028 | 4/27/2019 | 4/27/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ACPBAPC3027647028 | 4/27/2019 | 4/27/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | ACPCAD3027647028 | 4/27/2019 | 4/27/2020 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | TSF0001143932 | 4/27/2019 | 4/27/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Equipment Floater | | | ACP3027647028 | 4/27/2019 | 4/27/2020 | Leased/Re 200,000 |
| C | Pollution Liab | | | 7930045730003 | 4/27/2019 | 4/27/2020 | Pollution 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Central TX Water Maintenance
PO Box 636
Buda, TX 78610

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Central Texas Water Maintenance, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 636

6 City, state, and ZIP code
Buda, TX 78610

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number | | | | | | | | | |
|--------------------------------|---|--|---|---|---|---|---|---|---|
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 7 | 4 | | 2 | 4 | 8 | 7 | 3 | 9 | 1 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--|------------------------|
| Sign Here | Signature of U.S. person ▶ <i>Amy Gray</i> | Date ▶ <i>1/8/2020</i> |
|------------------|--|------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.tdlr.texas.gov>



If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

Master: BEN E GRAY JR, License# 202221

CENTRAL TEXAS WATER MAINTENANC
PO BOX 636
BUDA TX 78610-0636

Mike Arismendez
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Helen Callier
Rick Figueroa
Gary F. Wesson, D.D.S., M.S.
Deborah A. Yurco

Electrical Contractor

CENTRAL TEXAS WATER MAINTENANCE

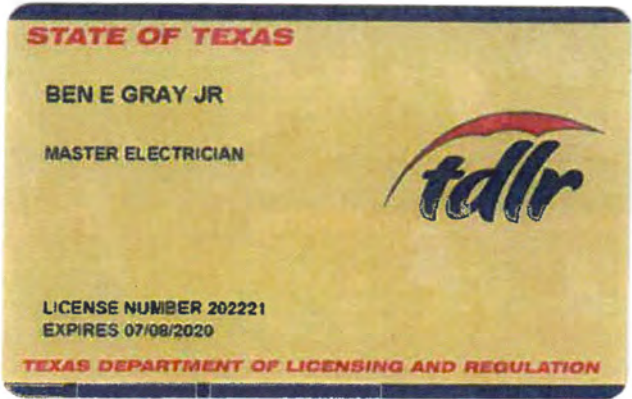
License Number: 18102

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: AUGUST 05 2019

A handwritten signature in black ink that reads "Brian E. Francis".

Brian E. Francis
Executive Director



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

BEN E GRAY

Is hereby licensed as a
LICENSED IRRIGATOR

| License Number | Expires |
|----------------|------------|
| LI0019091 | 12/31/2022 |

SIGNATURE EXECUTIVE DIRECTOR

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-580583

Date Filed:
01/24/2020

Date Acknowledged:

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

Central Texas Water Maintenance, LLC
Buda, TX United States

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

City of Bastrop

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.

WWW-2020-2

Request for Proposal for Best Value Contract for Maintenance of the SCADA System FY 2019-2020

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | City of Bastrop | Bastrop, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ben E. Gray, Jr. and my date of birth is 10/30/1952

My address is 307 River Ridge Dr Georgetown TX 78628 Williamson
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 27 day of January, 2020
(month) (year)

Ben E. Gray, Jr.
Signature of authorized agent of contracting business entity
(Declarant)

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Central Texas Water Maintenance, LLC

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.

City of Bastrop, City Secretary's Office, 1311 Chestnut St. Bastrop, Texas 78602

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.

Vendor is to provide SCADA services (Maintenance & Repair to the City of Bastrop, Water / Wastewater Dept.)

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 Ben E. Gray, Jr.
Signature of vendor doing business with the governmental entity

01/22/2020

Date