



**CITY OF BASTROP
WATER and WASTEWATER DEPARTMENT
P.O. BOX 427/300 WATER STREET
BASTROP, TEXAS 78602**

REQUEST FOR PROPOSAL

This document is a Request for Proposal (“RFP”) for the Power Washing, Surface Preparation and New Coating System of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at our Loop 150 facility and the 500 thousand gallon Ground Storage Tank at our Willow Treatment Plant location. The Proposal is to include the addition of a new logo on the Elevated Tank and Stand Pipe. The City of Bastrop (“City”) intends to award a Master Contract designating a single source as the preferred supplier.

A. Introduction

The City is a municipal water supplier that provides clean, safe, potable water to its customers 365 days a year.

This RFP describes the scope of work required. By submitting a response, each Respondent/Bidder certifies that it understands this RFP and has full knowledge of the services to be provided. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Respondent.

This RFP is for an “all or none” project and Proposals must be bid accordingly.

B. Instructions and General Conditions

The City of Bastrop appreciates your time and effort in preparing your response to this RFP. Please note that all Proposals must be submitted in a sealed envelope clearly marked:

Do Not Open – Attention Curtis Hancock - RFP Response for Tank Project

Three (3) copies of the Proposal must be submitted in a hard copy no later than 3:00 p.m. on Tuesday, March 27, 2018 and should be **delivered to City Hall located at 1311 Chestnut Street or by mailing to:**

**City of Bastrop – W/WW Department
Attn: Curtis Hancock
P.O. Box 427
Bastrop, Texas 78602**

Proposals will not be accepted via facsimile or electronic mail.

No modifications, explanations, or substitutions may be provided after Proposal is delivered to the City of Bastrop.

Proposals received later than March 27, 2018 at 3:00 p.m. will be returned to the applicant unopened. The applicant shall read and understand the circumstances, requirements, and procedures under which this RFP is provided before submitting a Proposal to the City of Bastrop Water & Wastewater Division.

Submitted Proposals will be publically acknowledged and opened at City Hall at 1:00 p.m. on Friday, March 30, 2018.

It is understood that the City of Bastrop, in its sole discretion, reserves the right to reject any or all Proposals, and to award the Proposal it deems to be in the best interest of the City of Bastrop. The award may be based on factors other than the lowest Bidder.

The City of Bastrop reserves the right to request additional information or to meet with representatives from the responding entity to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation for award of the Contract.

Questions regarding this RFP shall be submitted to:

Curtis Hancock
Assistant Director of Public Works & Utilities
City of Bastrop
(512) 332-8960
chancock@cityofbastrop.org

Please be advised that any verbal instructions or information that may be provided to a Bidder are not binding.

C. Basic Information to be Submitted in Response to RFP – Attach to Exhibit A.

1. Copies of W-9, business licenses, professional certifications or other credentials, together with evidence that Bidder, if a corporation, is in good standing and qualified to conduct business in Texas.
2. Documentation of a minimum of five (5) yrs. relevant experience, ten (10) related references, and examples of similar work on tanks of a similar size.
3. Price and bidding information.
4. Certificate of insurance covering Worker's Compensation, Occupational Disease, Employer's Liability, and General Liability in the minimum amount of \$1,000,000 per type of coverage.

5. Primary and Secondary Points of Contact including office location.

6. Additional Forms:

- Conflict of Interest Disclosure as described in Section 176 of the Texas Government Code. – See attached.
- Form 1295 – Certificate of Interested Parties – See attached.
- Form TCG 2270 – Does Not Boycott Israel – See attached.

D. Selection Criteria.

The City will evaluate each qualified Proposal and select a single Bidder based on criteria deemed important to providing a competent provider to provide the type of work and services outlined in this RFP. Each Proposal will be ranked by the following criteria:

- Professionalism and completeness of the Proposal
- Ability to perform
- Detail in which service is described
- Experience and references
- Proposed costs

Bidder commits to provide trained personnel directly supervised by the Bidder to ensure the experience, support, equipment, labor and materials necessary to perform the schedule and scope of work. Work must be completed in compliance with AWWA Standards.

E. General Contract Terms.

Awarded Bidder is responsible for testing of current materials in place for hazardous content.

Pressure wash the exterior of the tank and support structure using an anti-fungal biodegradable solution and hand tool clean as necessary. Application of one spot prime coat of metal primer and one complete finish coat of acrylic as well as replacing/adding lettering and logo. Materials used must meet AWWA Standards.

If rust is found during the course of work, the City must be notified and a change order for repairs can be submitted for consideration.

1. The Bidder shall provide services/products in a timely and cost effective manner without sacrificing quality.
2. The Bidder shall provide all safety equipment required to complete services.

3. No paint shall be applied during wet, damp, or inclement weather.
4. All paint will be delivered to the job site in original containers with contents identified by the manufacturer. The City requires documentation of the brand of paint, including VOC content to be used for the project.
5. All workmanship is to be guaranteed for a minimum of twelve (12) months from the date of completion. An inspection will be performed at the eleventh (11th) month following completion to ensure quality. A representative from the City and Contractor will be present for the inspection.
6. Bidder must ensure that power washed debris, trash etc. be contained to the tank site. Bidder is responsible for handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site.
7. The Bidder will comply with all TCEQ requirements regarding air contaminants from painting operations and will provide documentation regarding the VOC content of any paint or coating used on the project.
8. All painting will be conducted in a way that minimizes emission or air contaminants and avoids nuisance conditions.

F. Liability and Indemnity.

Any provision of any Contract document that limits the Bidder's liability to the City or releases the Bidder from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract is not applicable or effective.

The Bidder shall agree to and shall indemnify, hold harmless, and defend the City and their officers, agents, and employees from and against any and all claims, losses, damages, causes of action suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees for all claims and suits, including those for injury to, or death of, any person or for damage to property, arising out of, or in connection with, the delivery of the products requested in this Contract.

G. Term.

This Contract expires upon the satisfactory completion of the aforementioned project, as determined by Assistant Director Curtis Hancock, and is not automatically renewable.

H. Services and Payment.

Bidder will complete services for the City in a timely manner, but no later than August 31, 2018. Bidder will bill the City for the services provided once the services have been completed. Bidder acknowledges that Purchase Orders are required and that the City of Bastrop is a net 30 payor.

I. Termination Provisions.

1. City of Bastrop Termination for Convenience. The City of Bastrop may terminate this Contract during the term, or any extension thereto, at any time for the City's own convenience regardless of whether the Contract is in default by giving written notice to the Bidder. If the City terminates this Contract under this paragraph, the City will pay the Bidder for all products rendered in accordance with this Contract as of the date of termination.
2. Termination for Default. Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate the Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

J. Assignment.

The Bidder shall not assign this Contract, or any of the services herein, without the prior written consent of the City.

K. Law Governing and Venue.

The awarded Bidder must comply with all local, state, and federal directives, orders, and law as applicable to the Proposal.

A lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

L. Dispute Resolution Procedures.

The Bidder and the City desire an expeditious means to resolve any dispute that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, 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.

M. Additional Contract Documents.

The following specified documents attached to this Contract, become a part of this Contract except that any provision contained in any of the Vendor's/Bidder's documents that conflicts with Contract provisions.

1. Bidder's W-9.
2. Bid Documents and Technical Specifications.
3. Certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability in limits specified herein.

Execution of Offer:

It is understood by the undersigned that the right is reserved by the Bastrop City Council 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.

SIGNATURE AND COMPANY INFORMATION

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

Bidder Certification

By signature affixed, the Bidder certifies that neither the Bidder nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with the City representatives and noted on the bid Proposal submitted.

Bidder guarantees that the products and services offered will meet or exceed specifications identified in this request for bid. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for the opening of bids.

Bidder Must Complete and Sign:

Name of Firm/Company: _____

Agent's Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Authorized Signature: _____

Date of Bid: _____

SPECIAL CONDITIONS

Reservations

This RFP does not commit the City to award a contract, to defray any cost incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

Public Records

All Proposals submitted in response to this RFP become the property of the City and are subject to the State of Texas Open Records law and, as such, may be subject to public review.

Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing by the City.

Bastrop Water and Wastewater Facilities EXHIBIT A Bastrop, Texas

The City of Bastrop Water and Wastewater Department is accepting Proposals for the Power Washing, Surface Preparation and New Coating System of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at our Loop 150 facility and the 500 thousand gallon Ground Storage Tank at our Willow Treatment Plant location. The Proposal is to include the replacement/addition of logo and lettering on the Elevated Tank and Stand Pipe to be completed no later than August 31, 2018.

To assist in providing an accurate bid, the City of Bastrop official trademarked logo is:



Please include the following in your Proposal:



Loop 150 Stand Pipe

**Power Washing, Surface
Preparation and Coating/Paint**

Bid Amount: \$ _____

Add or Replace Lettering/Logo

Bid Amount: \$ _____



Loop 150 Elevated Tank

**Power Washing, Surface
Preparation and Coating/Paint**

Bid Amount: \$ _____

Add or Replace Lettering/Logo

Bid Amount: \$ _____



Ground Storage Tank at Willow

**Power Washing, Surface
Preparation and Coating/Paint**

Bid Amount: \$ _____

Grand Total Bid/Contract amount for entire scope of work: \$ _____

**Attach all responses and documentation requested in Item C - “Basic
Information to be Submitted in Response to the RFP”.**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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: _____

Print Name of Person: _____
Signing, Title, and Company _____

Date signed: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public on this day personally appeared _____(Name), on behalf of _____ (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 _____ day of _____, 20_____.

NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:

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.