



City of Graham Request for Proposal

Project Title: Request for Proposal for Best Value Contract to Replace the Systems Control and Data Acquisition (SCADA) System at the Water Treatment Plant, and Contract for Recurring Maintenance Services for the System

**SEALED PROPOSAL DEADLINE DATE AND TIME:
JULY 10, 2024, 4:00 P.M. (CDT)**

**SEALED PROPOSAL OPENING DATE AND TIME:
JULY 11, 2024, 11:00 A.M. (CDT)**

Proposers must submit complete original RFP Packet.

No proposals submitted after the above deadline will be accepted.
Contact: Randall Dawson at (940) 549-3322, rdawson@grahamtexas.net

The City of Graham (“City”) is accepting Competitive Sealed Proposals for a Best Value Replacement Project for the City's current SCADA system at the City's Water Treatment Plant and a one (1) year Best Value Contract for Maintenance of the SCADA System with an option for three (3) additional one-year renewals if both parties agree.

Proposals will be accepted by the City Secretary’s office, located at 612 Elm Street, Graham, Texas 76450, UNTIL 4:00 PM LOCAL TIME, on **Wednesday, July 10, 2024.** Proposals will be publicly opened and read aloud on Thursday, July 11, 2024 at 11:00 AM LOCAL TIME for project and services listed above.

Specifications, proposal forms, and instructions to proposers are posted on **www.cityofgrahamtexas.com** 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 Public Works Director, Randall Dawson, rdawson@grahamtexas.net, 940-549-3322

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 of the City.

KEY ELEMENTS OF THE PROPOSAL

PERIOD OF CONTRACT: The period for the replacement project will be no more than six months from Notice to Proceed to completion. The period for the Maintenance 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, upon City Council approval.

GENERAL CONDITIONS: This contract shall be for the purposes of replacement of the existing SCADA system at the City's Water Treatment Plant (and associated location) and post-installation maintenance of the system installed as a replacement system. 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 Graham.

CANCELLATION OF CONTRACT: Either party may terminate this contract with thirty (30) day written notice.

INVOICING AND INSURANCE: Invoices and insurance will be sent to the following:
City of Graham
Attn: Accounts Payable
612 Elm Street
Graham, Texas 76450

FUNDS AVAILABILITY: Non-appropriation of funds 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 of approval and provide proof thereof or as otherwise required by the proposal specifications.

QUESTIONS

Any technical questions regarding these specifications or contract may be directed to Randall Dawson at (940) 549-3336, dawson@grahamtexas.net, on Monday through Thursday, between the hours of 7:00 AM – 3:00 PM.

INTENT

It is the intent of these specifications to describe the SCADA replacement project and the acquisition of recurring maintenance services. The contract awarded by City Council as a result of this Request for Proposal shall be for the replacement project and for a one (1) year maintenance contract from the date of the award. The City reserves the right to renew the contract for three (3) renewals annually, upon City Council approval, and agreed upon by the contractor.

MINIMUM SPECIFICATIONS

The City is requesting proposals for replacement of the existing SCADA system and a one (1) year Best Value Contract for Maintenance of the SCADA System with an option for three (3) additional one-year renewals, upon annual City Council approval, 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 Graham 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.

The contract, if awarded, shall be awarded to the bidder or to the bidder who provides goods or services at the best value for the municipality.

Proposers are directed not to contact or lobby any employee of the City of Graham, 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 Graham, Texas reserves the right to reject any or all proposals deemed to be in the best interest of the City of Graham, Texas, pursuant to Section 252.043(f) of the Texas Local Government Code. Receipt of a proposal from a bidder shall under no circumstances obligate the City of Graham, Texas to award the contract.

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	

SUBMITTAL OF PROPOSAL

EACH VENDOR IS TO SUBMIT THE RFP PACKET TO FACILITATE EVALUATION. THE CITY RESERVES THE RIGHT TO CLASSIFY INCOMPLETE RFP PACKETS AS NON-RESPONSIVE TO THE SPECIFICATIONS.

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 Graham, City Hall
Attn: City Secretary Marci Bueno
612 Elm Street
Graham, Texas 76450

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

(RETURN ADDRESS)

(STAMP)

**CITY OF GRAHAM
ATTN: CITY SECRETARY MARCI BUENO
612 ELM ST.
GRAHAM, TEXAS 76450**

**PROPOSAL DEADLINE: July 10, 2024 AT 4:00 PM (LOCAL TIME)
PROPOSAL OPENING: July 11, 2024 AT 11:00 AM (LOCAL TIME)
PROPOSAL NAME: Request for Proposal for Best Value Contract to Replace the
Systems Control and Data Acquisition (SCADA) System at the Water Treatment Plant
and Contract for Recurring Maintenance Services for the System**

SUPPLEMENTAL INFORMATION

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare that I am authorized to make this statement on behalf of _____ (name of your company), a _____ (type of company structure) organized under the laws of the State of _____, and that I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of _____ (name of your company) is employed by the City of Graham or is an elected or appointed official of the City of Graham within the restrictions of the Graham City Charter.

I am aware that Section 13.01 of the Graham City Charter states:

“No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee violating this section shall forfeit his/her office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the City, shall render the contract involved voidable by the Council.”

Name of Contractor

By: _____
(Signature)

(Print Name)

(Title)

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2024.

Notary Public, State of _____

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, pursuant to Section 252.043(f) of the Texas Local Government Code. The prices stated in response to the RFP include 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 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 the City of Graham or any of its affiliates, agents or assignees, as sworn to in the Affidavit of No Prohibited Interest.

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	

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

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

1. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____ Email address: _____
2. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____ Email address: _____
3. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____ Email address: _____

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

CITY OF GRAHAM

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 shall be an independent contractor of the City if awarded the Contract, and that Contractor shall not be 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 the awarded 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 the awarded Contract, 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 a Contract.

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

Company Name

Signature

Title

Date

**CITY OF GRAHAM
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 Graham, 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 proposer 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 are specified in the RFP.

Preparation of Proposal: Each proposer must furnish the information required by the RFP on the documents provided in the proposal package. 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 package 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 exempt 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 "equal" is within the sole discretion of 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, and executed, in accordance with Chapter [2253](#), Government Code, by a surety company authorized to do business in the state. 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, and proof in writing shall be required upon submission.

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. Pursuant to Section 252.049 of the Texas Local Government Code, trade secrets and confidential information in competitive sealed bids are not open for public inspection. If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

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 acknowledges and understands the requirements of 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 acknowledges and 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 lowest responsible bidder or to the bidder who provides goods or services at the best value for the City for these services based upon the criteria noted herein.

The proposer shall read, acknowledge, 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.CityofGraham.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 it can be shown that there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modification, up to the due date. The City may require proof in writing of agency from person withdrawing proposal.

6. OPENING OF BIDS

The Public Works 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 in a timely manner.

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. 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:

- a) **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.
- b) **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.

- c) **COST** (scoring weight 40%): The City will evaluate the proposer's cost submittal.

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 selected 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 performance of the services. The contract and the rights and obligations of the parties thereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The contractor shall warrant and covenant 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 GRAHAM 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.

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 in 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 Graham is a home-rule, municipal, government operated and funded on October 1 to September 30 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 Graham Public Works Department (940) 549-3336.
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 affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Graham 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 Graham. 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 them in proposal packet (if requested).
26. **SELECTED 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 the selected 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 the awarded contract. The selected 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 the awarded contract. If the selected contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and the selected contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the awarded 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 the 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 evaluate equipment, supplies, material, and goods proposed 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 has all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** The awarded contract will be governed and construed according to the laws of the State of Texas. The awarded contract is performable in Graham 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 the awarded contract shall be new, unused, of the latest product in production for 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, Graham, 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 manage 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 decide 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 the 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 of equal stature and the burden of proof of such stature rests with offerors. City shall function 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 upon approval by City Council.
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 selected contractor covenants and agrees that the selected 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 the awarded 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 the awarded contract voidable at the discretion of the City.
40. **TARGET Graham:** In performing the awarded contract, the selected contractor agrees to use diligent efforts to purchase all goods and services from Graham 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), the selected 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 the selected contractor or any of its subcontractors. The selected 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 the selected contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of the awarded contract.
42. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the awarded 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 selected contractor shall promptly cease placing orders and all further work pursuant to the awarded contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the selected 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 the awarded contract, including its intended operation and effect, the parties to the awarded contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to the 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 the selected contractor or both; and (2) the terms of the 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:
- 1) Have adequate financial resources, or the ability to obtain such resources as required;
 - 2) Be able to comply with the required or proposed delivery schedule;
 - 3) Have satisfactory record of performance;
 - 4) Have a satisfactory record of integrity and ethics;
 - 5) 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-2024-1

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

**City of Graham
City Secretary Marci Bueno
612 Elm Street
Graham, TX 76450**

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 the awarded 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 the awarded 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 awarded 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 awarded 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 the selected contractor's general liability policy and any excess/umbrella liability insurance policies.

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 Graham City Secretary’s Office, 1311 Chestnut Street, Graham, 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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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 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.

The selected contractor or vendor is required to complete this form.

**CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION
2270.001**

By signing below, Company hereby certifies the following:

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

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(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; and

(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.

State law requires certification from a Company for contracts (which include contracts formed through purchase orders) involving goods or services regardless of the amount.

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 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 multiple locations including the Water Treatment Plant and 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. 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 in this RFP, the Bid Proposal and all other contract documents shall constitute a binding and enforceable contract with the City of Graham, 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.

Tabulation of Proposed Costs and Charges

Line Item	Replacement Phase	\$Amount
1	Labor Costs for Replacement Phase of Project	
2	Materials and Software costs for Replacement Phase of Project	
3	SUBTOTAL FOR Replacement Phase of the Project	
	Maintenance Phase	
4	Average Hourly Rate for Service Calls Related to On-going to Maintenance of the System	
5	Average Travel Charge for Service Calls	

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 upon 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.
- Provide the name, title, and contact information of the individual who will function 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 three (3) customer references for work that the proposer has performed that is equivalent to that requested in this RFP. Include the customer's 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 to the City.
- 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.