



**PROPOSAL DOCUMENTS**  
**FOR**  
**INFORMATION TECHNOLOGY**  
**SUPPORT SERVICES**

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

## INFORMATION TECHNOLOGY SUPPORT SERVICES DEFINED TERMS

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

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

**After Hours** – Any work beginning between 5:00 p.m. and 8:00 a.m. during the week or Saturday and Sunday.

**Business Hours** – Monday through Friday between 8:00 a.m. and 5:00 p.m.

**Business Stopping Issues** – Problems which halt productivity within the entire organization or problems that halt a process that has been identified as critical to the success of the City.

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

**CJIS Compliance** – Criminal Justice Information Services framework for protection of private or sensitive information gathered by local, state, and federal law enforcement agencies.

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

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

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

**On-site Service** – Services performed at any location requested by the City.

**PCI Compliance** – Payment Card Industry framework for security and protection of credit card data.

**Project** – Provide information technology consultant services, as needed for the City of Lakeway, Texas.

**Proposer** – Person or entity who will submit Proposal documents to the City to provide information technology contract/consulting services.

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

**Remote Service** – Services performed from the Contractor's office.

**Request for Proposal (Proposal)** – Document posted by the City to elicit proposals from potential Contractor to provide information technology consulting services.

**Statement(s)** – The Proposer declaration or recital of qualifications.

**Work** – The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on Contractor by the Contract.

## REQUEST FOR PROPOSAL

Following is a summary of information for this Project.

The City of Lakeway, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the **Information Technology Support Services**, to include, in part:

**The City of Lakeway is seeking a qualified Contractor who shall function in partnership with the City's in-house information technology department. The technology contractor will work primarily remotely or on-site (one day a week as-needed) to provide help desk support, troubleshoot end-user problems, perform routine maintenance on information system(s), use common network security practices, and perform other services related to information technology as they arise. On an as-needed basis, the contractor will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, optimizations, upgrades or replacement.**

---

Sealed Proposals will be received at the City of Lakeway City Hall, 1102 Lohmans Crossing, Lakeway, TX 78734 until **2:00 p.m. CST on January 14, 2022**. Any proposals received after the closing time will not be accepted for consideration and will be returned unopened.

An optional pre-proposal virtual conference is scheduled on December 28, 2021 at 10:00 a.m. CST. The virtual pre-proposal conference information will be posted on the City of Lakeway Purchasing Website.

All proposals must be clearly marked on the outside with the following: **"RFP #509 – City of Lakeway Information Technology Support Services."**

Request of Proposal documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing Road, Lakeway, TX 78734, by emailing Ruena Victorino, Purchasing Coordinator, [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov) or through the City's website at <https://www.lakeway-tx.gov/1291/Purchasing>.

Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication on the City's website. Questions pertaining to this Proposal must be received no later than seven (7) calendar days prior to the closing date of the Proposal.

Questions regarding this Proposal must not be directed to other City of Lakeway council, commission, or committee members.

**REQUEST FOR PROPOSAL  
CITY OF LAKEWAY, TX**

**PART 1 – GENERAL REQUIREMENTS**

**1.0 PURPOSE:**

The City of Lakeway is seeking a qualified Contractor who shall function in partnership with the City's in-house information technology department. The technology Contractor will work primarily remotely or on-site (one day a week as-needed) to provide help desk support, troubleshoot end-user problems, perform routine maintenance on information system(s), use common network security practices, and perform other services related to information technology as they arise. On an as-needed basis, the contractor will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, optimizations, upgrades, or replacement.

**2.0 SUBMISSION OF PROPOSALS:**

2.1 The qualifications must be received at the address specified below prior to the deadline. The City will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received at a different department of the City.

The City will receive proposals at the time and location described below.

**January 14, 2022 – 2:00 p.m. (CST)**

Ruena Victorino  
Department of Finance  
City of Lakeway City Hall  
1102 Lohmans Crossing  
Lakeway, TX 78734

2.2 The City will not acknowledge or consider qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

2.3 Properly submitted qualifications will not be returned to Proposers.

2.4 Qualifications must be enclosed in a sealed envelope (box or container) addressed to the point-of-contact person; the package must clearly identify the submittal deadline, the solution number, solicitation title, Contractor's name, and return address.

**3.0 POINT-OF-CONTACT:**

The City designates the following person as its representative and point-of-contact for this RFP. Proposers shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the point-of-contact person.

Ruena Victorino  
Department of Finance  
Purchasing Coordinator  
City of Lakeway  
1102 Lohmans Crossing  
Lakeway, TX 78734  
Phone: 512-314-7522  
Email: [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov)

**4.0 PRE-PROPOSAL CONFERENCE:**

4.1 An optional pre-proposal meeting is scheduled for all prospective proposers as follows:

DATE:	December 28, 2021
TIME:	10:00 a.m. CST
PLACE:	Virtual Meeting
MEETING LINK:	

<https://us02web.zoom.us/j/89177498412?pwd=dWdjYVVrbHUvK09MWjMzZlJSOFRBUT09>

Meeting ID: 891 7749 8412

Passcode: 936649

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

**5.0 INTERPRETATIONS AND ADDENDA:**

5.1 Interpretations or clarifications considered necessary by the Purchasing Coordinator, in response to such questions, will be issued by Addenda, and posted on the City's website.

5.2 Any changes that affect specifications or the scope of service, or that may require an extension to the proposal opening date, will be an amendment to the RFP. Addendum, if any, will be made available through the City's website at <https://www.lakeway-tx.gov/1291/Purchasing>.

It is the responsibility of the Proposers to check the City's website for any addendums posted prior to submitting a proposal.

**6.0 TERM OF CONTRACT:**

The contract term shall be for one (1) year commencing on the official notice to proceed. The Contract may be extended by mutual agreement between the parties hereto, on a month to month basis, or terms for not more than three (3) additional twelve (12) month periods. Any extension to the contract is subject to the availability and appropriation of funds and will be at the same awarded contract unit prices and under the same terms and conditions as specified herein.

## **PART II – SCOPE OF WORK**

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

- 1.1 The City of Lakeway is seeking a qualified Contractor who shall function in partnership with the City's in-house information technology department. The technology Contractor will work primarily remotely or on-site (one day a week as-needed) to provide help desk support, troubleshoot end-user problems, perform routine maintenance on information system(s), use common network security practices, and perform other services related to information technology as they arise.
- 1.2 The nature of the service will be ongoing support and to ensure there is no significant downtime, to include 24/7 monitoring of servers, switches, firewalls, access points, network and internet connectivity, and business critical services. The Contractor will need to work closely with a variety of departments within the organization, providing support as needed or instructed, providing coordination to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems.

### **2.0 MINIMUM QUALIFICATIONS:**

- 2.1 Contractor should have significant measurable experience managing outsourced IT platform for municipalities. Contractor must have experience in all Microsoft products including but not limited to MS Office, MS Exchange, MS Server, PowerShell scripting, and Windows Administrative Tools.
- 2.2 Contractor should have sufficient size and depth of management, resources, and staff to support the services require in the scope of work.
- 2.3 Contractor business for at least five (5) years providing Technology Services to Government Agencies.

### **3.0 PERSONNEL:**

- 3.1 Contractor shall select, employ, train, and furnish personnel who are proficient, productive, and courteous to City staff and patrons. Contractor shall discipline, and if necessary, remove any person who fails to abide by the policies and guidelines established by Contractor. Contractor shall exercise reasonable control over the conduct of its employees and ensure they abide by all instructions, regulations and procedures established by the City. City shall have the right to request Contractor to remove any employee(s) who fail to meet these minimum standards.
- 3.2 The Contractor agrees that all employees that support the City must submit to the following:
  - a. Drug testing and full background checks.

- b. FBI Criminal Justice Information Systems records check will be conducted within 30 days upon initial employment or assignment. If a felony conviction exists, the hiring authority shall deny systems access. If a criminal record of any other kind exists, systems access shall be denied until the CSO (CJIS Systems Officer) or his official designee reviews the matter to determine if systems access is appropriate.

#### **4.0 REQUIRED SERVICES:**

Contractor shall provide professional services during normal business hours: M-F 8:00 a.m. to 5:00 p.m. either by using remote tools or being on-site. **However, Contractor must be available 24 hours a day 7 days a week, including holidays,** for business stopping issues that might occur. Response time for all business stopping emergency issues will be one hour maximum, and on site response within 4 business hours if the issue cannot be resolved remotely.

On an as-needed basis, the Contractor will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, optimizations, upgrades or replacement.

#### **4.1 The City's primary support sites are as follows:**

- a. Activity Center – 105 Cross Creek
- b. City Hall – 1102 Lohmans Crossing
- c. Heritage Center – 963 Lohmans Crossing
- d. Justice Center – 104 Cross Creek
- e. Police Department – 1941 Lohmans Crossing
- f. Public Works – 3301 Serene Hills Drive
- g. Swim Center – 3103 Lakeway Blvd

#### **4.2 Below is the City's current inventory:**

- a. SERVERS: 14 server total, and additional servers added by the City
- b. DESKTOP COMPREHENSIVE: 140 Dell Workstations & Laptops, and future additional devices added by the City
- c. NETWORK DEVICES:
  - i. 6 SonicWall Firewall Routers
  - ii. 9 Network Managed Cisco Switch
  - iii. 4 Ubiquiti Wireless Access Point
  - iv. 5 QNAP Storage Devices
  - v. Additional network devices added by the City

**4.3 The Contractor should have expertise in the following products and technologies:**

- a. Windows 10, Windows Server 2016 and above
- b. Microsoft Exchange 2016 server
- c. Hypervisor (ESXi, VMWare vSphere client, Microsoft Hyper-V)
- d. Veeam Backup and Replication
- e. QNAP storage arrays
- f. Cisco managed switches & ASAs
- g. Dell SonicWall firewalls
- h. Mesh wireless networks
- i. Layer 2 and 3 switching
- j. VLANs
- k. Tyler Technologies

**4.4 Comprehensive support services is all-inclusive support for a City owned device or system that guarantees that the City will not incur any more charges to return that system to working state if there is a problem with that system.**

**The Contractor will provide comprehensive support for, but not limited to:**

- a. Servers
- b. Desktops
- c. Laptops
- d. Network hardware
- e. Firewalls and network switches
- f. All software and services installed on City devices
- g. Microsoft Exchange email server management and support, including Outlook clients, Outlook web access and mobile devices (Windows, iOS, Android)
- h. VPN management
- i. Active Directory design and management, including group policy maintenance
- j. Network security management
- k. Daily monitoring and maintenance of backup solutions, including weekly tests to ensure usable backups, including optional full bootable off-site backup for all business-critical servers



- l. 3<sup>rd</sup> party spam filtering service and disaster recovery email services which allow City personnel the ability to send or receive email in the event of an outage which prevents access to the City's production email system;
- m. Notify the City in writing when Contractor discovers that the City is not in compliance with regards to 3<sup>rd</sup> party hardware or software licenses. The Contractor will then perform any installation or un-installation of software and hardware as needed to regain compliance.
- n. Patch management for all covered servers and workstations for the following applications
  - i. Windows 10, Windows Server 2016 and above
  - ii. On premises Exchange server
  - iii. Office Suite apps
  - iv. Adobe products (Creative Cloud, Acrobat, Reader)
  - v. Browsers (Google Chrome, Mozilla Firefox and Edge)
  - vi. Oracle Java (x86 and x64)
  - vii. Video Conferencing products (Zoom, GoTo Meeting, RingCentral, Google Meets, etc.)
  - viii. Antivirus software
  - ix. Vendor updates or patches for network equipment to include switches, firewalls, access points, etc.
- o. CJIS configuration and expertise for full CJIS compliance
  - i. Assist in the management of all vendors that impact CJIS Security programs and practices in all applicable city departments.
  - ii. Assist in the delivery of any training that impact CJIS Security programs and practices in all applicable city departments.
  - iii. Assist in the maintenance of all policies and procedures that impact CJIS Security programs and practices in all applicable city departments.
  - iv. Assist in the investigation of any potential violations of CJIS Security policies in all applicable city departments.
  - v. Attend any meetings or serve on any committees that impact CJIS Security programs and practices in all applicable city departments.

- vi. Review and provide input on CJIS Security programs and practices in all applicable city departments.
- vii. Perform internal vulnerability assessments, when required, to ensure CJIS compliance in all applicable City departments.

**4.5 PCI configuration and expertise for full PCI compliance (Award based on the availability of funds):**

- a. Assist in the management of all vendors that impact PCI Security programs and practices in all applicable city departments.
- b. Assist in the delivery of any training that impact PCI Security programs and practices in all applicable city departments
- c. Assist in the maintenance of all policies and procedures that impacts PCI Security programs and practices in all applicable city departments
- d. Assist in the investigation of any potential violations of PCI Security policies in all applicable city departments
- e. Attend any meetings or serve on any committees that impact PCI Security programs and practices in all applicable city departments
- f. Review and provide input on PCI Security programs and practices in all applicable city departments
- g. Perform internal vulnerability assessments, when required, to ensure PCI compliance in all applicable City departments
- h. Maintain the following reports and deliver when necessary: Patch management, antivirus management, system events, firewall events, internal vulnerability assessment, network inventory, and network topology.
- i. Assist in the planning and delivery of at least one disaster recovery/business continuity test for all critical systems that are related to PCI security programs per year.

**4.6 Cybersecurity Protection (Award based on the availability of funds):**

- a. Cybersecurity protection to include tactical action for identification and containment, remediation validation for malware/ransomware, phishing, PUP adware, account hijacking, and unpatched outdated software; and anti-virus and anti-malware management for all desktops and servers

**PART III - EVALUATION FACTORS AND AWARD**

- 1.0 All properly submitted proposals will be reviewed, evaluated, and ranked by the City.
- 2.0 The City will select the most highly qualified proposer(s) of the requested services based on the criteria below and then attempt to negotiate with proposer(s) a contract(s) at a fair and reasonable price. Evaluation factors and associated point values are listed below:

<b>Item</b>	<b>Evaluation Factor</b>	<b>Weighting</b>
1	Company’s qualification, expertise, certifications, and relevant experience	20%
2	Company’s approach, methodology, work plan to meet all facets of the scope of work	25%
3	Demonstrated capability to meet all facets of the scope of work	20%
4	Contractor Fee	35%
	Total	100%

- 3.0 The Proposal shall be a maximum of 30 printed pages and could be entirely adequate with considerably fewer pages. The cover, table of contents, and divider sheets does not count as printed pages.
- 4.0 Proposal shall be prepared simply, economically, and in order of stated criterion, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City’s needs.
- 5.0 The City will not compensate Proposers for any expenses incurred in the qualifications preparations or for any presentation that may be made, unless agreed to in writing in advance or required by law. Proposers submit qualifications at their own risk and expense.
- 6.0 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind may be subject to rejection by the City.
- 7.0 The City makes no representations of any kind that an award will be made as a result of this RFP. The City reserves the right to accept or reject any or all qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City’s best interest.
- 8.0 The City of Lakeway, at its sole discretion, expressly reserves the right to request any additional information from a Proposer that is deemed relevant to this RFP. All responses in the qualifications will be reviewed for accuracy, and Proposer(s) may be required to provide additional information in support of those qualifications.

9.0 **Best Value Evaluation and Criteria:**

9.1 The City evaluation committee will evaluate and score each proposal submitted. Proposers may be required to make an oral presentation to the evaluation team to further present their qualifications. These presentations will provide the Proposer the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used. If the City and the selected Proposer are unable to negotiate a contract acceptable to the parties, the City will move to the next highest qualified Proposer based on the ranking and repeat the process until a contract is reached or the City elects to reject all Offers. Should the City award this contract, it shall be made on the basis of demonstrated competence and qualification to perform the services for a fair and reasonable price.

9.2 In addition to the criteria above, the City may evaluate based on the best value for the City, the following considerations:

- a. Reputation of Proposer and of Proposer's services;
- b. Proposer's past relationship with the City;
- c. Quality of the Proposer's past services;
- d. The extent to which the services meet the City's needs;
- e. Any relevant criteria specifically listed in the solicitation.

10.0 **Acceptance of Evaluation Methodology:**

10.1 An Evaluation/Selection Committee, will screen to ensure responsiveness to the RFP, and review and score all Proposals in according to the criterion. While price is one basic factor, it is not the sole consideration for an award.

10.2 Proposals that receive the highest evaluation scores may be invited to an interview. The City may reject any Proposal in which is considered not acceptable by the City. The City may elect to negotiate directly with the highest scored proposer until the City has obtained the "best value" to make a recommendation of award.

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

10.4 The Committee will again rank all Proposers according to the evaluation criteria and may make an award based on the "best value" proposal without a Best and Final Offers. Proposers should include their best Proposal with their initial submission.

10.5 Recommendation for award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully within a time period, the City may terminate negotiation and commence with the next highest scored Proposer or withdraw the RFP.

11.0 **Award:**

11.1 The contract award, if issued, shall be made to the Contractor(s) whose proposal, in the City's sole discretion, furthers the City's best interests. The contract will be awarded to one provider for all services. No award shall be made until all necessary investigations have been made to

determine the eligibility and responsibility of the Contractor under consideration and the proposal's validity.

- 11.2 Award of respective additive alternates are SUBJECT TO THE AVAILABILITY OF FUNDS and shall be considered only after funds have been exhausted in the funding of the Total Sum Offer, Item No. 1. Award for the additive alternates shall be in the following order:

Additive Alternate No. 1

Additive Alternate No. 2

- 11.3 After the City's contract award, the City will provide the Contractor with contract documents. After proper contract execution, the Proposer shall return the agreement, insurance, and all required documents to the City within fourteen (14) calendar days. If the Contractor fails to return an executed contract to the City within the required time, the City has the right to cancel the award and contract.
- 11.4 The City and Contractor shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet objectives.
- 11.5 Request for information of submitted Proposals shall not be provided until an award has been made by the City Council.

## PART IV - PROPOSAL FORMAT

To achieve a uniform review process and to obtain a maximum degree of comparability, the City requires that proposals **be submitted with a signed master (marked “Original”) and additional five (5) proposals (marked “Copy”) and one (1) electronic version of the proposal via a flash drive format.** The Proposal shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings. **DO NOT USE METAL-RING HARDCOVER BINDERS.** One page shall be interpreted as one side of a printed, 8 1/2” X 11” sheet of paper. They are to include the following:

TAB #1
--------

- 1.0 Transmittal Letter
- 1.1 Legal name of the company as registered with the Secretary State of Texas.
- 1.2 Address of the office that will be providing services.
- 1.3 Date of the proposal.
- 1.4 The name of the contact person who will be responsible for answering contractual questions with respect to the proposal.
- 1.5 Type of operation (individual, partnership, corporation, joint venture, etc.).
- 1.6 A statement explaining why the Proposer believes itself to be best qualified to do the required work. Include a description of the key differentiators that make your company and offerings stand out from your competitors.
- 1.7 The letter of transmittal shall be signed in permanent ink by a corporate officer or other individuals who have the authority to bind the firm. The name and title of the individuals(s) signing the proposal shall be clearly shown immediately below the signature.

TAB #2
--------

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

TAB #3

- 3.0 Criterion One – Firm’s Statement of Experience and Professional Qualifications, Expertise, Certifications, and Experience relevant to the RFP:
- 3.1 Describe your company’s qualifications.
- 3.2 Describe your company’s number of employees, organization structure and other information that demonstrate your expertise and capacity to provide the services.
- 3.3 Provide the experience, qualifications, and technological expertise of the lead/project manager/individual person designated by the firm to provide information technology services to the City.
- 3.4 Provide information on certificates or licenses obtained by the designated Contractor(s).
- 3.5 Provide special expertise that are unique in your organization.
- 3.6 Provide a detailed listing and description of experiences and other information that demonstrate your expertise and capacity to provide the service.
- 3.6 Total number of names and names clients.
- 3.7 Provide the names of at least five (5) contracts for which your company had provided in-house information technology services for similar municipalities or similar projects completed in the past five (5) years. List in the order of priority. City of Lakeway reserves the right to contact listed municipalities at any time during the RFP process. Provide the following information for each contract listed:
- a. City’s name and address;
  - b. Contact person and email address
  - c. A brief overview of the work performed and a short description of the services;
  - d. The total fee.

TAB #4

- 4.0 Criterion Two – Describe your company’s methodology, approach, and work plan to providing services:
- 4.1 Briefly state your firms understanding of the services to be performed.

TAB #5

- 5.0 Criterion Three – Demonstrate your company’s capability to meet all facets of the scope of work:

- 5.1 Provide a statement on the availability and commitment of your firm and its principal(s), assigned contractor(s) to undertake the support services.
- 5.2 Provide the number of other supported clients you are currently providing services to and how existing clients do not pose a conflict to managing the City's needs.

TAB #6

- 6.0 Criterion Four – Provide a price proposal in the Attached Price Form herein as Exhibit A.
- 6.1 List any assumptions about the network or work to be done, along with exclusions to the services.



## **PART V – REQUIRED DOCUMENTATIONS**

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

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

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

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

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

<b>LOCAL GOVERNMENT OFFICER</b>	<b>TITLE</b>
Thomas Kilgore	Mayor
Laurie Higginbotham	Councilmember
Steve Smith	Councilmember
Louis Mastrangelo	Councilmember
Keith Trecker	Councilmember
Sanjeev Kumar	Councilmember
Gretchen Vance	Councilmember
Julie Oakley	City Manager
Joseph Molis	Assistant City Manager
Shereen Gendy	Director of Finance
Jarrold Wise	Communications Director
Glen Koen	Chief of Police
Erin Carr	Building & Development Services Director
Wendy Askey	Human Resources Director
Andra Bennett	Parks & Recreation Director
Dale DeLong	Public Works Director
Kevin Madison	Presiding Judge

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

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

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

**Filing Process:**

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

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

The “identification number” to be used on Form 1295 for this procurement RFP No. 509.

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

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

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

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

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

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

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

**6 UNSWORN DECLARATION**  
 My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.  
 My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)  
 I declare under penalty of perjury that the foregoing is true and correct.  
 Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY** Form provided by Texas Ethics Revised

**CERTIFICATE OF INTERESTED PARTIES FORM (HB 1295)**

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number, contract number or contract name. The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

## EXHIBIT A PRICE PROPOSAL

**Item No. 1**    Comprehensive Support Services during Normal Business Hours, Equipment Monitoring and Support Cost, Software Monitoring Tools, and CJIS Compliance - As specified in Part II - Scope of Work, Section 4.4 a through o - vii    \$ \_\_\_\_\_ **Per Month**

On-staff included in price proposal in item no. 1?    \_\_\_\_\_ **Y** \_\_\_\_\_ **N**

**TOTAL SUM OFFER, ITEM NO. 1**  
**TOTAL PROPOSED MONTHLY FEE :**

**PRICE BREAKDOWN for the above:**

Item No. 1a	On-Site Personnel, if provided	\$ _____	Per Month
Item No. 1b	Cost for requested onsite visit, or cost associated to resolve an issue	\$ _____	Per Hour
Item No. 1c	Support services after normal business hours	\$ _____	Per Hour
Item No. 1d	Onboarding fees	\$ _____	One Time Fee
Item No. 1e	Additional Charges related to Onboarding	\$ _____	Describe
Item No. 1f	Equipment monitoring and support cost	\$ _____	Per Month
Item No. 1g	Desktops	\$ _____	Per Unit
Item No. 1h	Laptops	\$ _____	Per Unit
Item No. 1i	Servers	\$ _____	Per Unit
Item No. 1j	Network Equipment (switches, firewalls, etc.)	\$ _____	Per Unit
Item No. 1k	Access Points	\$ _____	Per Unit
Item No. 1l	Storage	\$ _____	Per Unit
Item No. 1m	Software monitoring tools	\$ _____	Per Month
Item No. 1n	CJIS Compliance	\$ _____	Per Month

**ADDITIONAL SERVICES - ADDITIVE ALTERNATES  
AWARD BASED ON AVAILABILITY OF FUNDS:**

**Item No. 2**    **PCI configuration and expertise for full PCI compliance, as specified in Section II - Scope of Work, Section 4.5 a through i**    \$ \_\_\_\_\_ **Per Month**

**Item No. 3**    **Cybersecurity Protection, as specified in Section II - Scope of Work, Section 4.6 a**    \$ \_\_\_\_\_ **Per Month**

## **SAMPLE CONTRACT**

### **Information Technology Support Services Agreement**

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

#### **SECTION 1.0 SCOPE OF WORK**

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

- 1.1 The City of Lakeway is seeking a qualified Contractor who shall function in partnership with the City’s in-house information technology department. The technology Contractor will work primarily remotely or on-site (one day a week as-needed) to provide help desk support, troubleshoot end-user problems, perform routine maintenance on information system(s), use common network security practices, and perform other services related to information technology as they arise.
- 1.2 The nature of the service will be ongoing support and to ensure there is no significant downtime, to include 24/7 monitoring of servers, switches, firewalls, access points, network and internet connectivity, and business critical services. The Contractor will need to work closely with a variety of departments within the organization, providing support as needed or instructed, providing coordination to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems.

#### **SECTION 2.0 MINIMUM QUALIFICATIONS:**

- 2.1 Contractor should have significant measurable experience managing outsourced IT platform for municipalities. Contractor must have experience in all Microsoft products including but not limited to MS Office, MS Exchange, MS Server, PowerShell scripting, and Windows Administrative Tools.
- 2.2 Contractor should have sufficient size and depth of management, resources, and staff to support the services require in the scope of work.
- 2.3 Contractor business for at least five (5) years providing Technology Services to Government Agencies.

#### **SECTION 3.0 PERSONNEL:**

- 3.1 Contractor shall select, employ, train, and furnish personnel who are proficient, productive, and courteous to City staff and patrons. Contractor shall discipline, and if necessary, remove any person who fails to abide by the policies and guidelines established by Contractor. Contractor shall exercise reasonable control over the conduct of its employees and ensure they abide by all instructions, regulations and procedures established by the City. City shall have



the right to request Contractor to remove any employee(s) who fail to meet these minimum standards.

- 3.2 The Contractor agrees that all employees that support the City must submit to the following:
- a. Drug testing and full background checks.
  - b. FBI Criminal Justice Information Systems records check will be conducted within 30 days upon initial employment or assignment. If a felony conviction exists, the hiring authority shall deny systems access. If a criminal record of any other kind exists, systems access shall be denied until the CSO (CJIS Systems Officer) or his official designee reviews the matter to determine if systems access is appropriate.

#### **SECTION 4.0 REQUIRED SERVICES:**

Contractor shall provide professional services during normal business hours: M-F 8:00 a.m. to 5:00 p.m. either by using remote tools or being on-site. **However, Contractor must be available 24 hours a day 7 days a week, including holidays,** for business stopping issues that might occur. Response time for all business stopping emergency issues will be one hour maximum, and on site response within 4 business hours if the issue cannot be resolved remotely.

On an as-needed basis, the Contractor will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, optimizations, upgrades or replacement.

#### **4.1 The City's primary support sites are as follows:**

- a. Activity Center – 105 Cross Creek
- b. City Hall – 1102 Lohmans Crossing
- c. Heritage Center – 963 Lohmans Crossing
- d. Justice Center – 104 Cross Creek
- e. Police Department – 1941 Lohmans Crossing
- f. Public Works – 3301 Serene Hills Drive
- g. Swim Center – 3103 Lakeway Blvd

#### **4.2 Below is the City's current inventory:**

- a. SERVERS: 14 server total, and additional servers added by the City
- b. DESKTOP COMPREHENSIVE: 140 Dell Workstations & Laptops, and future additional devices added by the City
- c. NETWORK DEVICES:
  - i. 6 SonicWall Firewall Routers
  - ii. 9 Network Managed Cisco Switch

- iii. 4 Ubiquiti Wireless Access Point
- iv. 5 QNAP Storage Devices
- v. Additional network devices added by the City

**4.3 The Contractor should have expertise in the following products and technologies:**

- a. Windows 10, Windows Server 2016 and above
- b. Microsoft Exchange 2016 server
- c. Hypervisor (ESXi, VMWare vSphere client, Microsoft Hyper-V)
- d. Veeam Backup and Replication
- e. QNAP storage arrays
- f. Cisco managed switches & ASAs
- g. Dell SonicWall firewalls
- h. Mesh wireless networks
- i. Layer 2 and 3 switching
- j. VLANs
- k. Tyler Technologies

**4.4 Comprehensive support services is all-inclusive support for a City owned device or system that guarantees that the City will not incur any more charges to return that system to working state if there is a problem with that system.**

**The Contractor will provide comprehensive support for, but not limited to:**

- a. Servers
- b. Desktops
- c. Laptops
- d. Network hardware
- e. Firewalls and network switches
- f. All software and services installed on City devices
- g. Microsoft Exchange email server management and support, including Outlook clients, Outlook web access and mobile devices (Windows, iOS, Android)
- h. VPN management
- i. Active Directory design and management, including group policy maintenance
- j. Network security management

- k. Daily monitoring and maintenance of backup solutions, including weekly tests to ensure usable backups, including optional full bootable off-site backup for all business-critical servers
- l. 3<sup>rd</sup> party spam filtering service and disaster recovery email services which allow City personnel the ability to send or receive email in the event of an outage which prevents access to the City's production email system;
- m. Notify the City in writing when Contractor discovers that the City is not in compliance with regards to 3<sup>rd</sup> party hardware or software licenses. The Contractor will then perform any installation or un-installation of software and hardware as needed to regain compliance.
- n. Patch management for all covered servers and workstations for the following applications
  - i. Windows 10, Windows Server 2016 and above
  - ii. On premises Exchange server
  - iii. Office Suite apps
  - iv. Adobe products (Creative Cloud, Acrobat, Reader)
  - v. Browsers (Google Chrome, Mozilla Firefox and Edge)
  - vi. Oracle Java (x86 and x64)
  - vii. Video Conferencing products (Zoom, GoTo Meeting, RingCentral, Google Meets, etc.)
  - viii. Antivirus software
  - ix. Vendor updates or patches for network equipment to include switches, firewalls, access points, etc.
- o. CJIS configuration and expertise for full CJIS compliance
  - i. Assist in the management of all vendors that impact CJIS Security programs and practices in all applicable city departments.
  - ii. Assist in the delivery of any training that impact CJIS Security programs and practices in all applicable city departments.
  - iii. Assist in the maintenance of all policies and procedures that impact CJIS Security programs and practices in all applicable city departments.
  - iv. Assist in the investigation of any potential violations of CJIS Security policies in all applicable city departments.

- v. Attend any meetings or serve on any committees that impact CJIS Security programs and practices in all applicable city departments.
- vi. Review and provide input on CJIS Security programs and practices in all applicable city departments.
- vii. Perform internal vulnerability assessments, when required, to ensure CJIS compliance in all applicable City departments.

**4.5 PCI configuration and expertise for full PCI compliance (Award based on the availability of funds):**

- a. Assist in the management of all vendors that impact PCI Security programs and practices in all applicable city departments.
- b. Assist in the delivery of any training that impact PCI Security programs and practices in all applicable city departments
- c. Assist in the maintenance of all policies and procedures that impacts PCI Security programs and practices in all applicable city departments
- d. Assist in the investigation of any potential violations of PCI Security policies in all applicable city departments
- e. Attend any meetings or serve on any committees that impact PCI Security programs and practices in all applicable city departments
- f. Review and provide input on PCI Security programs and practices in all applicable city departments
- g. Perform internal vulnerability assessments, when required, to ensure PCI compliance in all applicable City departments
- h. Maintain the following reports and deliver when necessary: Patch management, antivirus management, system events, firewall events, internal vulnerability assessment, network inventory, and network topology.
- i. Assist in the planning and delivery of at least one disaster recovery/business continuity test for all critical systems that are related to PCI security programs per year.

**4.6 Cybersecurity Protection (Award based on the availability of funds):**

- a. Cybersecurity protection to include tactical action for identification and containment, remediation validation for malware/ransomware, phishing, PUP adware, account hijacking, and unpatched outdated software; and anti-virus and anti-malware management for all desktops and servers

## **SECTION 5.0 QUALITY OF WORK**

- 5.1 Contractor shall guarantee that workmanship performed under this contract meets or exceeds established industry standards relating to quality, neatness, precision, completeness and attention to detail. The Contractor's performance will be monitored closely and discrepancies will be relayed verbally by City staff. Failure to correct the discrepancies in a timely manner will result in a formal letter outlining the discrepancies and setting a 48 hour deadline for their correction to the City's satisfaction. If the discrepancies are not corrected by the written 48 hour deadline, the City may terminate this contract. The City will not be responsible for payment of any invoice for unsatisfactory work performed under this contract for which written notice has been provided. When the Contractor has resolved all written discrepancies, any pending invoices will be paid.

## **SECTION 6.0 GENERAL**

- 6.1 The Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this contract. Contractor and their employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the City notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from performing work under this contract, and may not employ such worker again, under this Contract, without the City's prior written consent.
- 6.2 The Contractor shall provide and pay for all materials, equipment, labor, transportation, fuel, and incidentals necessary for the furnishing, performance, and completion of the Contract.
- 6.3 The Contractor shall provide supervision to assure that all work will be done in accordance with this agreement. The Contractor will designate personnel to communicate with City staff regarding the performance of services as set forth in this agreement.
- 6.4 The Contractor shall, at all times, be vigilant against damage to existing equipment and facilities. The Contractor shall notify the City of such damage.
- 6.5 Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Contractor or his work force.
- 6.6 Contractor shall be responsible for all required payroll taxes and related costs including, but not limited to, overtime, Social Security, employment insurance, and Worker's Compensation insurance.
- 6.7 All work shall be done by Contractor's employees who are covered by all applicable insurance coverage. No work shall be done, pursuant to this agreement, by subcontractor without the written consent of the City.
- 6.8 Contractor shall possess all licenses and permits required to perform the work. All work is to be done in accordance with any applicable codes, ordinances and regulations.

- 6.9 All work shall be scheduled and completed in a manner that will ensure the minimum disturbance to City staff at each Work site.
- 6.10 The Contractor's employees will observe all OSHA regulations, including the use of personal protective equipment. All equipment will be properly maintained and kept in a safe operating condition.
- 6.11 Contractor will provide a one (1) hour emergency telephone response and next business day emergency field repairs to each site. Contractor will be responsible for maintaining a mobile number when not in the office.

## **SECTION 7.0 AUTHORITY OF ASSISTANT CITY MANAGER**

- 7.1 All work shall be done under supervision of the Assistant City Manager and/or the City's authorized designee and to his/her satisfaction. The Assistant City Manager and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the Work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor. Additionally, management control of the criminal justice function remains solely with the Police Department.
- 7.2 The Assistant City Manager and/or authorized designee will have the authority to suspend the Work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the performance of the Work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.

## **SECTION 8.0 TERMS**

- 8.1 This contract shall be in force for one year upon acceptance by the City Manager with three (3) optional annual renewals. Annual renewals are predicated on sufficient budgetary allocation by the City Council for the renewal of the awarded contract. City Council shall be under no obligation to make such budgetary allocations.
- 8.2 This agreement may be terminated at any time by the City or the Contractor upon receipt of thirty (30) days' prior written notice.
- 8.3 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the City.
- 8.4 Any variations from this Contract must be in writing and agreed upon by both the City and the Contractor.
- 9.5 In the event that a service is added/removed, Contractor may give the City a revised price and the additional/remaining portfolio in writing. The City shall have thirty (30) days to accept/reject the price revision.

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

## **SECTION 10.0 INDEMNITY**

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

## SECTION 11.0 INSURANCE AND BONDS

- 11.1 Insurance required by the Contract shall be obtained from an insurance company that is licensed by the State of Texas and authorized to issue insurance policies for the limits and coverages required by the Agreement. The City of Lakeway shall be listed as Additional Insured on the Insurance Certificate.
- 11.2 Contractor must provide a certificate of insurance to the City prior to being awarded the Contract within ten (10) days of the notice of award.
- 11.3 Contractor shall provide a certificate of insurance evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
- a. Comprehensive General Liability
  - b. Worker's Compensation
  - c. Professional Liability Insurance (Errors & Omissions Insurance)
- 11.4 If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of Insurance with the City showing that coverage has been extended. Contractor shall retain all required certificates of insurance for the duration of the Contract.
- 11.5 By signing this Contract or providing or causing to be provided a certificate of insurance, Contractor is representing to the City that all employees of the Contractor, who will provide services on the Contract, will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to penalties.
- 11.6 Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. Contractor will furnish to the City a certificate of insurance for the above and the insurance company will show that it agrees to give the City ten (10) days' notice on any cancellation or material changes in the policies.
- 11.7 Contractor's failure to comply with any of these provisions is a breach of the contract by the Contractor which entitles the City to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
- 11.8 Bonds, when required, shall be executed on forms furnished by or acceptable to the City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The surety company and the agency or agent issuing the Payment Bonds must be authorized to issue Payment Bonds in Texas in an amount equal to or greater than the contract price. These bonds shall remain in effect at least until one year after the date when final payment becomes due.



- 11.9 If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The person executing the payment and performance bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the State Board of Insurance. The person executing the payment and performance bonds must be authorized by the surety company to execute performance and payment bonds on behalf of the company in the amount required for the contract and such authorization must be recorded in the files of the State Board of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the City.
- 11.10 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the City.

## **SECTION 12.0 SAFETY**

- 12.1 The Contractor shall take all necessary precautions for the safety of and shall provide necessary protection to prevent damage, injury or loss to all persons on the work site who may be affected by the Work.

## **SECTION 13.0 THE CITY'S RESPONSIBILITIES**

- 13.1 Aside from the City Manager, the City shall issue all communications to the Contractor through the Assistant City Manager.
- 13.2 The City is not responsible for any failure of the Contractor to comply with laws and regulations applicable to furnishing or performing the Contract. The City is not responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract documents. Failure or omission of the City to discover, or object to or condemn any defective Work or material shall not release the Contractor from the obligation to properly and fully perform the Contract.
- 13.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in orderly progress of Work.
- 13.4 Should the City suffer injury or damage to person or property because of any error, omission or act of the Contractor or of any of the Contractor's employees or agents or others for whose acts the Contractor is liable, a claim will be made to the other party within thirty (30) days of receiving notice of the event giving rise to such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

## **SECTION 14.0 PAYMENT TERMS**

- 14.1 City agrees to pay Contractor for the work performed under this Contract, and Contractor agrees to accept, as his full and only compensation thereof, a sum of **\$(Per award)** to be paid on the following terms: Each payment will be based on the receipt of a monthly invoice from the Contractor which details the exact location, date, and type of services rendered during the previous month related to comprehensive support.
- 14.2 For projects outside of comprehensive support, no more than once a month, Contractor shall submit to the Assistant City Manager for review an invoice, in a form acceptable to the City, filled out and signed by Contractor covering the Work completed as of the date of the invoice and accompanied by such supporting documentation as is required by the Contract Documents. Payment is also contingent on review and acceptance by the Assistant City Manager.
- 14.3 If the Contractor fails to perform any of its obligations under this Contract or any other agreement between the City and the Contractor, including its obligation to the City to pay any subcontractor or workmen or other person which arises out of or in connection with the performance of this contract or any other agreement with the City, then the City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City or designee may deem ample to protect the City against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the City Manager may deem proper to secure such protection or satisfy such claims. The City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City or designee may deem ample for charges related to comprehensive support or projects that were not performed at acceptable standards during initial set-up or implementation and “call-back” service was required.

## **SECTION 15.0 OWNERSHIP OF DOCUMENTS/WORK PRODUCT**

- 15.1 All documents, reports, studies, conclusions, and summaries prepared by the Contractor shall become the property of the City.
- 15.2 City of Lakeway confidential information shall include the City’s data collected, used, processed, stored, or generated as the result of Contracted provided services shall remain the sole and exclusive property of the City.

## **SECTION 16.0 CONFIDENTIALITY OF INFORMATION**

- 16.1 In order to provide the services to the City of Lakeway, the Contractor may access to certain confidential information that is considered confidential (Confidential Information). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its customers and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its customers. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence

and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

## **SECTION 17.0 MISCELLANEOUS**

- 17.1 In the event of any suit at law or inequity involving the Contract, venue shall be in Travis County, Texas and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.
- 17.2 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.
- 17.3 Except as otherwise provided herein, the rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.
- 17.4 If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.
- 17.5 The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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

**THE CITY OF LAKEWAY:**

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

\_\_\_\_\_  
Date

ATTEST:

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

**CONTRACTOR:**

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

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

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

Phone Numbers:

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

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

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

Federal Taxpayer Identification Number:

\_\_\_\_\_  
*Contractor will be required to complete a W-9 and provide a Certificate of Insurance to the City of Lakeway in accordance with this Contract prior to starting work.*