



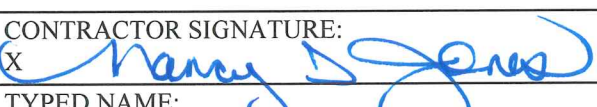
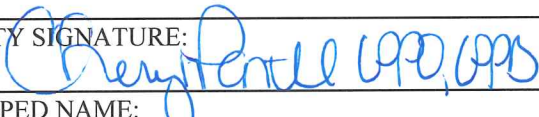
CITY OF SAN MARCOS

ORIGINAL

FINANCE DEPARTMENT
PURCHASING DIVISION
MUNICIPAL BUILDING
630 EAST HOPKINS STREET
SAN MARCOS, TEXAS 78666

CONTRACT AWARD

This contract is entered into between San Marcos, Texas and the contractor named below, pursuant to V.T.C.A Local Government Code, 252.021 as amended, in accordance with the attached Terms, Conditions, and Provisions.

CONTRACT NO. & NAME:	PURCHASING CONTACT:	CONTRACT START DATE:	
#217-020 Leak Detection Services	Charles Blue, III Contract Administrator 512-393-8164	May 1, 2017	
CONTRACT AMOUNT:	DELIVERY DATE OR TERM OF CONTRACT:		
\$26,475.00	May 1, 2017, through April 30, 2018		
CONTRACTOR:	AWARDED AS TO ITEMS:		
Matchpoint Water Asset Management Inc. 215 Racine Drive, Suite 201 Wilmington, NC 28403 Ms. Nancy S. Jones nancy@matchpointinc.us Telephone: 910-509-7284	Item #1 - \$353.00 per mile x 75 miles		
REMARKS:			
User Department Contract Administrator: Tony Salinas, Water Distribution Manager Public Services Department – Water/Wastewater Utilities Division 630 East Hopkins Street San Marcos, Texas 78666 Office: 512-393-8024 tsalinas@sanmarcostx.gov			
BY EXECUTION OF THIS CONTRACT BELOW, CONTRACTOR AGREES TO ALL ITS TERMS, CONDITIONS PROVISIONS AND SPECIFICATIONS.			
CONTRACTOR SIGNATURE: X 		CITY SIGNATURE: X 	
TYPED NAME: Nancy S Jones		TYPED NAME: Cheryl Pantermuehl	
TITLE: CFO	DATE: 4-26-17	TITLE: Purchasing Manager	DATE: 4-25-17

Company Representative for Emergency Contact

Tony Popolo, Field Operations Director

910-274-5095

3. TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

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1. DEFINITIONS: In this contract:

- A. Bid Documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.
- B. Bidder means a person or firm submitting a bid and competing for award of a contract.
- C. City means the City of San Marcos, Texas.
- D. City Council means the duly elected members of the City Council of the City.
- E. City Manager means the duly appointed City Manager of the City.
- F. Contract means the contract awarded pursuant to this solicitation.
- G. Contractor means the bidder to which a contract award has been made by the City.
- H. County means Hays County, State of Texas.
- I. HUB has the meaning given by State law (Art. 601b, V.T.C.S.).
- J. Purchase Order means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor authorization to ship goods pursuant to the contract.
- K. Purchasing Manager means the Purchasing Manager of the City.
- L. Small Business means a corporation, partnership, sole proprietorship or other legal entity established for the purpose of making a profit, which is independently owned and operated, has either fewer than one hundred (100) employees, or less than one million dollars (\$1,000,000.00) in annual gross receipts.
- M. Texas Resident Bidder means a bidder whose principal place of business is in this state, and includes a bidder whose ultimate parent company or majority owner has its principal place of business in this state.

2. GENERAL CONDITIONS: Bidders will submit their bids upon the following express conditions:

- A. Bidders will thoroughly examine the specifications, supplemental conditions, and all other bid documents.
- B. Bidders will make all investigations necessary to thoroughly inform themselves regarding performance of services as required by the bid documents. No plea of ignorance as a result of failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City.
- C. Bidders are advised that City contracts are subject to all legal requirements under Local, State, and Federal statutes, ordinances, and regulations.

3. CLARIFICATION OR OBJECTION TO BID DOCUMENTS:

- A. If a bidder wants a clarification of the bid documents, it must submit a written request to the Purchasing Manager. A request for clarification must be received by the Purchasing Manager no later than five (5) days prior to the scheduled bid opening.
- B. Any objections to the bid documents will be in writing and received by the Purchasing Manager no later than five (5) days prior to the scheduled bid opening.

4. ADDENDA TO BID DOCUMENTS: Any clarification of the bid documents will be made by an addendum. Addenda to the bid documents may be issued by the Purchasing Manager in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addendums can only be viewed and downloaded at www.sanmarcostx.gov/eprocurement.

5. PREPARATION OF BIDS: Bidders will prepare bids in accordance with the following:

IFB 217-020

- A. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.
- B. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and total price, the unit price will govern.
- C. Alternate bids will not be considered unless expressly authorized by the bid documents.
- D. The City is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code.
- E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision (See paragraph 10 A.(3)).

6. SUBMISSION OF BIDS:

- A. Bids and bid addenda will be enclosed in sealed envelopes and submitted to the Office of the Purchasing Manager. The name and address of the bidder, date of the bid opening and the bid name will be shown on the outside of the envelope.
- B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid will be rejected. Facsimile bids will not be accepted, but a bid already received may be amended by facsimile if the amendment is received prior to the time and date set for the bid opening and specific bid prices are not disclosed in the amendment.
- C. Each bidder agrees that its price will remain firm and subject to acceptance by the City for a period of 60 calendar days from the bid opening date.

7. WITHDRAWAL OF BIDS: A bidder may withdraw a bid only by a written request received by the Purchasing Manager prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

8. LATE BIDS OR AMENDMENTS: Bids and amendments received after the time set for the bid opening will not be considered.

9. REJECTION OF BIDS:

- A. The City may reject a bid if:
 - (1) The bidder misrepresents or conceals any material fact in the bid;
 - (2) The bid does not strictly conform to the bid documents;
 - (3) The bidder is delinquent in the payment of taxes to any political jurisdiction; or
 - (4) It is deemed in the best interest of the City to do so.
- B. The City will not be responsible for costs incurred in the preparation of a bid or to contract for its contents.
- C. The City reserves the right to waive any minor informalities or irregularities in any bid.

10. ACCEPTANCE OF BID: Upon acceptance of a bid by City Council and issuance of a Contract Award by the Purchasing Manager, the successful bidder will perform the services as specified at the stated prices, within the time specified, and in accordance with all provisions of the bid documents.

11. AWARD OF CONTRACT:

- A. The City will award the contract to the lowest responsible bidder or will reject all bids. In situations where identical low bids are received from responsible bidders, the City will:
 - (1) Decide between the two by the drawing of lots in a manner prescribed by the City Manager; or
 - (2) Decide between the two by the drawing of lots in a manner prescribed by the City.
 - (3) If only one of the bidders submitting identical bids is a resident of the city, the City must select that bidder. A resident bidder is a resident of the city if the principal place of business of the bidder is located within the San Marcos city limits.
- B. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid. Bidders are not required to bid on all items in order to be considered responsive. Prior to making multiple awards, the City will consider the administrative expense involved. The City will only make multiple awards if they result in a minimum savings of \$250.00. The City reserves the right to award a contract so that the maximum possible savings are achieved. Multiple awards will be made only when necessary to obtain all required goods, when savings offset the administrative expense, or as otherwise determined to be in the best interest of the City.
- C. A contract award attached to the bid documents, including the bid sheet of the successful bidder, signed by the Purchasing Manager and returned to the successful bidder results in a binding contract without the necessity for further action by either party. The contract time will commence to run on the date of the issuance of a contract award.

D. State law (' 2252.002 Texas Government Code) prohibits award to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located. This provision does not apply to a contract involving federal funds.

E. In purchasing any real property or personal property that is not affixed to real property, if the City receives one or more bids from local bidders, and the bids are within five percent (5%) of the lowest responsible bid received by the City from a nonresident bidder, the city council may award the contract to the lowest responsible bidder who is a local bidder, if the City council determines in writing that the local bidder offers the city the best combination of the contract price and additional economic development opportunities for the city created by the contract award including the employment of local residents, and increased tax revenues to the City.

12. TECHNICAL REPRESENTATIVES: Any advice, approvals, or instructions given by the City's staff, technical personnel or other representatives to any bidder are expressions of personal opinion only and do not alter or amend the bid documents unless included in an addendum.

13. RIGHT TO ASSURANCE: Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made and no such assurance is received within 5 working days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

14. WARRANTY OF PRICE: The City will pay the price for services specified by the Successful bidder's bid. The Successful bidder warrants its price to be no higher than the Successful bidder's current prices for its performance of the services covered by this contract for others under similar conditions.

15. PATENTS, INDEMNIFICATION, AND INFRINGEMENT: The Successful bidder agrees to indemnify, hold harmless and defend the City, its officers, agents and employees against all claims, suits, demands, or damages for alleged or actual infringement of patents, copyrights, or trademarks by the services furnished hereunder.

16. PROTESTS: Any protest to the City's consideration of any bid must be submitted in writing and received by the Purchasing Manager no later than 5 calendar days after bid opening. A written reply to the protest will be sent to the protesting bidder by the Purchasing Manager. The protest must contain:

- A. Identification of the statute or procedure that is alleged to have been violated;
- B. A precise statement of the relevant facts;
- C. Identification of the issues to be resolved; and
- D. Aggrieved party's argument and supporting documentation.

17. DISPUTES AND APPEALS:

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the City Council, through the Purchasing Manager, within 5 days from the bidder's receipt of a reply to the protest. The decision of City Council is final and conclusive, and binding on all parties concerned.

C. The Contractor will continue performance of the contract during all disputes with the City. The timely production, shipment, and delivery of goods must not be delayed or postponed pending resolution of any disputes, except as the Contractor and the City may otherwise agree in writing.

18. PAYMENTS:

A. Payment for completed services will be made upon acceptance of the services and submission of an invoice to the address below for orders placed by the Purchasing Manager, or as placed by other authorized city departments.

City of San Marcos, Attn: (User Department), 630 East Hopkins, San Marcos, Texas 78666

B. For purposes of payment, time will begin upon the satisfactory performance of services or submission of an acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the City prior to contract award.

C. At a minimum, invoices will include: (1) name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address, (2) the purchase order number, (3) accurate description of services rendered (4) applicable unit prices, total prices, and total invoice amount, and (5) any additional payment information called for by the contract.

19. PROMPT PAYMENT ACT: The City will comply with State law (Chapter 2251, Texas Government Code) as amended, regarding payments under this contract.

20. DISCOUNTS: Prompt payment discounts will not be considered in determining low bids and making awards.

21. GRATUITIES:

A. The City may terminate this contract if the City's Ethics Review Commission finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of the contract.

B. In the event this contract is terminated under this section, the City may collect, in addition to any other damages or remedies to which it may be entitled by law, exemplary damages in an amount not less than three (3) nor more than ten (10) times the value of the gratuity offered or given to any city officer or employee.

22. OFFICIALS NOT TO BENEFIT: If a member of the City Council or any city employee has a financial interest in a company, the City may not purchase goods from the company. If an officer of the City, other than a City Council member or city employee has an ownership interest in a company, then the City may not enter into contracts with that company exceeding a cumulative amount of \$7,500.00 annually. Contracts made by the City in violation of these restrictions are voidable by the City Manager or the City Council.

23. ASSIGNMENT FOR FINANCING PURPOSES: If this contract provides for payments by the City exceeding \$5,000.00, the Contractor may request in writing that payments due or to become due to the Contractor be assigned to a bank or other financing institution, provided that prior written approval is obtained through the Purchasing Manager, and payment by the City is made only to one party. Any assignment not in conformance with this provision will be null and void as to the City. A fee of \$100.00 per contract, per request, will be charged the Contractor for administrative costs in processing each assignment under this Paragraph. Upon payment of such fee to the City, the contract will be modified to reflect the changed payee name and address.

24. DELEGATION, SUBCONTRACTS, ASSIGNMENT, AND SET-OFF: The Contractor will not, without written consent of the City, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by this contract or assign its obligations under this contract. The City may set-off against the amount payable to any person under this contract any claim or charge it may have against the Contractor.

25. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by both parties.

26. CHANGE OF NAME: The Contractor is responsible for the performance of this contract. In the event the Contractor changes its name, the Purchasing Manager must be notified in writing immediately. No change in the obligation of the Contractor will be recognized until such change is approved by the Purchasing Manager. A fee of \$100.00 per contract, payable to the City, will be charged the Contractor for administrative costs in processing each change under this provision. The contract will then be modified to reflect the change.

27. FORCE MAJEURE: In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

28. TERMINATION FOR DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

29. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Successful bidder those costs directly attributable to services received by the City in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Successful bidder which are recoverable in the Successful bidder's normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

30. HUB POLICY: It is the City's policy that in regard to any contract entered into pursuant to this solicitation, historically underutilized businesses ("HUB's") will be afforded equal opportunities to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, religion, national origin, age, or disability in consideration for an award. The bidder warrants that upon execution of a contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, disability, or national origin and will submit reports as the City may thereafter require to assure compliance.

31. ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this contract, the inconsistency will be resolved by giving precedence in the following descending order:

- A. The bid sheet;
- B. The specifications;
- C. The supplemental conditions;
- D. The terms and conditions of Invitation for Bids (IFB);
- E. Other provisions, whether incorporated by reference or otherwise, including any documents provided by the Contractor.

32. CONSTRUCTION:

A. Except as provided otherwise, words will be given their ordinary meaning. If a word is connected and used with reference to a particular trade or subject matter or is used as a term of art, the word will have the meaning given to it in that particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. The neuter gender includes the appropriate feminine and masculine genders. The term "will" is mandatory.

B. The headings at the beginning of the various provisions of this contract have been included in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

C. This contract will be construed under the law of the State of Texas. Exclusive venue for any litigation under this contract is in Hays County, Texas.

33. ENTIRETY OF AGREEMENT; AMENDMENTS: This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

34. SEVERABILITY: In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

35. FUNDING: Funds for payment of this contract have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of the City to be included in each proposed budget within the foreseeable future. City Council expects this to be an integral part of future budgets to be approved during the period of this contract except for unanticipated needs or events which may prevent such payments against this contract. However, the City cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

36. PUBLIC INFORMATION ACT: The City of San Marcos is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act.

37. NOTICES: All notices called for or required by this agreement will be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage pre-paid or by hand delivery, and will be effective five days after mailing.

Purchasing Manager
City of San Marcos
630 East Hopkins
San Marcos, Texas 78666

38. QUALITY OF SERVICES: The successful bidder expressly warrants that all services specified in this IFB will be performed by it or its subsuccessful bidders with skill, care, and diligence and in accordance with all specifications of this IFB. The successful bidder agrees to correct any deficiencies in its provision of services upon notification by the City and without additional expense to the City.

4. BID FORM

BID NAME: LEAK DETECTION SERVICES
 DUE DATE: MARCH 23, 2017, AT 2:00 P.M., C.D.T.

Item	Description	Cost per Mile	X Miles	= Total Cost	=Total Cost if Paid for with P-Card
1	Leak Detection Services	\$ <u>353⁰⁰</u>	75	\$ <u>26,475⁰⁰</u>	\$ <u>26,475⁰⁰</u>

THE UNDERSIGNED AFFIRMS THAT IT IS DULY AUTHORIZED TO SUBMIT THIS BID, THAT THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENT OF THIS BID HAS NOT BEEN COMMUNICATED TO ANY OTHER BIDDER PRIOR TO THE OFFICIAL RECEIPT OF THIS BID. THE CITY OF SAN MARCOS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

SIGNING THE BID FORM AFFIRMS THAT THE ORIGINAL INVITATION FOR BID DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

BIDDER NAME: Matchpoint Water Asset Management Inc

MAILING ADDRESS: 215 Racine Dr Suite 201

CITY, STATE, ZIP: Wilmington, NC 28403

TELEPHONE NUMBER: 910-509-7284

FAX NUMBER: 910-509-7285

EMAIL ADDRESS: nancy@matchpointinc.us

AUTHORIZED REPRESENTATIVE'S NAME: Nancy S. Jones

AUTHORIZED REPRESENTATIVE'S TITLE: CFO

AUTHORIZED SIGNATURE: (Nancy S Jones)

DATE: 3/21/2017

REFERENCES

Company Name: Knoxville Utilities Board , TN
Representative's Name: Ted Tyree
Mailing Address: PO Box 51326
City, State, Zip: Knoxville , TN 37950
Telephone Number: 865-558-2743
Email Address: ted.tyree@kub.org

Company Name: City of McKinney , TX
Representative's Name: Michael Burnside
Mailing Address: PO Box 517
City, State, Zip: McKinney , TX 75070
Telephone Number: 972-547-7366
Email Address: mburnside@mcKinneytexas.org

Company Name: Otay Water District , CA
Representative's Name: Jake Vachek
Mailing Address: 2554 Sweetwater Springs Blvd.
City, State, Zip: Spring Valley, CA 91978
Telephone Number: 619-670-2230
Email Address: JakeV@otaywater.gov

AUTHORIZED SIGNATURE: Nancy S Jones

* There is additional information about these references included in our proposal on page 9.

6. SPECIAL PROVISIONS

A. CONTRACT AWARD: The successful bidder will be awarded a one (1) year contract effective April 24, 2017, through April 23, 2018.

B. OPTION TO EXTEND: This contract may be extended for four (4) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. This option, if exercised, will be executed in the form of a Letter of Agreement signed by the Purchasing Manager to be issued not sooner than one hundred twenty (120) calendar days prior to expiration of this contract, nor later than the final day of the established contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will require the contract to expire on the original contract expiration date. The total period of the contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years.

C. FACTORS TO AWARD: The following criteria will be utilized in the evaluation of the bid:

1. Lowest total cost;
2. Responsibility of the bidder; and
3. Responsiveness of the bidder.

D. BASIS OF AWARD: The City of San Marcos (the "City") reserves the right to award a contract to a bidder on the basis of total low bid. The City reserves the right to reject all bids.

E. ADDITIONAL INFORMATION: Inquiries regarding this bid will be in written form only, and must be received by 5:00 p.m. C.D.T., ten (10) calendar days prior to the bid submission deadline. Inquiries will be emailed and will include a contact name, address, and telephone number. Questions will be submitted to:

Veronica Bradshaw
Purchasing Specialist, Senior
City of San Marcos
Email: cosmpurchasing@sanmarcostx.gov

F. ADDENDA: Any changes resulting from the questions submitted affecting specifications, the scope of work, or which may require an extension to the bid due date will be reduced to writing in the form of an addendum to this solicitation. Addenda can only be viewed at www.sanmarcostx.gov/eprocurement. It is the bidder's responsibility to check the above site to determine if the City has issued any addenda. Addenda will be issued no later than five (5) calendar days prior to the bid due date.

G. EXPERIENCE: The bidder certifies that it has a minimum of ten (10) years' experience in leak detection and has been actively and steadily engaged in this type of work for not less than ten (10) years with the water industry. The bidder will provide, with the bid, five (5) leak detection reports and GPS leak mapping projects of previous work performed within the past twenty-four (24) months.

H. BIDDER INFORMATION QUESTIONNAIRE: Bidder will submit, with the bid, the Bidder Information Questionnaire (Attachment "A") in order to be considered responsive.

I. BIDDER DEVIATION FORM: Bidder will submit, with the bid, the Bidder Deviation Form (Attachment "B"), if applicable. If the Bidder Deviation Form is not filled out and attached, it is presumed that your bid meets all specifications.

J. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM: A valid federal tax identification number will be provided to the City following notification of contract award. If the bidder fails to provide this form (Attachment "C"), the City will award to the second lowest responsive, responsible bidder.

K. INSURANCE AND LIABILITY: During the period of the resulting contract, the successful bidder will maintain, at its expense, insurance with limits not less than those prescribed below. Insurance underwriters will be acceptable to the City. With respect to required insurance, the successful bidder will:

1. Name the City (630 East Hopkins Street, San Marcos, Texas 78666) as an additional insured.
2. Provide the City with a thirty (30) days' written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

3. Provide the Purchasing Division, 630 East Hopkins Street, San Marcos, Texas 78666, a Certificate of Insurance evidencing required coverage before execution of contract.
4. Submit a Certificate of Insurance reflecting coverage as follows:

Bodily Injury (Each person).....	\$1,000,000.00
Bodily Injury (Each accident).....	\$1,000,000.00
Property Damage.....	\$1,000,000.00

General Liability (Including Contractual Liability):

Bodily
 Injury.....\$1,000,000.00
 Property Damage.....\$1,000,000.00

Workers' Compensation.....Statutory

L. WORK HOURS: All work under this contract will be coordinated with the City Contract Administrator. Any changes made to the established schedule will have prior approval of the City Contract Administrator. The successful bidder will work the same eight (8) hour workday schedule as the Public Services Department, Water/Wastewater Utilities Division. The hours are normally from 8:00 a.m. – 5:00 p.m., Monday – Friday. These work hours allow for a one (1) hour lunch break, one (1) fifteen (15) minute break in the morning, and one (1) fifteen (15) minute break in the afternoon. Breaks will be taken on the job site in the field. Any deviation from the set scheduled hours will be approved in advance by the City Contract Administrator. All crewmembers will be required to keep time records of the start and end of each workday.

M. HOLIDAYS: The successful bidder will observe the same holiday schedule as the City unless prior arrangements have been made with the City's Contract Administrator for approval.

<u>Holiday</u>	<u>2017</u>
New Year's Day.....	Sunday, January 1
Martin Luther King Jr. Day.....	Monday, January 16
Presidents' Day	Monday, February 20
Memorial Day	Monday, May 29
Independence Day	Tuesday, July 4
Labor Day.....	Monday, September 4
Veterans Day.....	Saturday, November 11
Thanksgiving Holiday	Thursday, November 23
	Friday, November 24
Christmas Holiday	Monday, December 25
	Tuesday, December 26

N. EMPLOYEES: The City reserves the right to investigate the bidder's personnel and management to ensure the bidder's capability to perform work under this contract.

1. All services will be performed by experienced, qualified personnel of the successful bidder using current, acceptable practices.
2. The successful bidder's employees, permanent or temporary, will present a neat appearance and be easily recognized while performing the work. This will be accomplished by wearing appropriate identification badges or uniforms.
3. All employees of the successful bidder that are not U.S. citizens will have valid work permits. The successful bidder will follow all guidelines of equal employment

practices.

4. The City reserves the right to direct the successful bidder to remove or replace any employee for just cause.
5. The successful bidder will have an English speaking employee on site at all times while work is being performed.
6. The successful bidder will require employees to wear personal protective equipment in accordance with appropriate safety standards.

O. INVOICING: All invoicing will maintain the item description, unit price, quantity, extended price, purchase order number (if applicable), and contract number (if applicable).

P. PAYMENTS:

1. Payment will be made by the City upon the completion of the project and acceptance of the goods and/or services called for under this contract, and submission of an original invoice to the City of San Marcos, Accounts Payable Division, 630 East Hopkins Street, San Marcos, Texas 78666, or cosmap@sanmarcostx.gov.
2. Prior to receipt of Purchase Order or Contract, the successful bidder will complete a Request for Taxpayer Identification Number and Certification Form. The City will not issue payment until the properly completed form has been received.
3. All payment terms will be "Net 30 Days" unless otherwise specified in the RFQ document. Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the AP-ACH Direct Deposit form posted on the City's website at <http://www.sanmarcostx.gov/index.aspx?page=20&parent=7>.

Q. PROCUREMENT CARD (P-CARD): The City has implemented a Procurement Card Program to streamline our procurement process. In order to expedite payments for our suppliers, the City has the option to make payment utilizing a Master Card (P-Card) rather than a City check. By making purchases with the P-Card, the City can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. See the Bid Form to insert total cost if paid with P-Card.

R. CERTIFICATE OF INTERESTED PARTIES: A proponent that will be awarded a contract that is greater than \$50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City prior to the award of the contract. A contract,

including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the bidder.

S. DOCUMENTATION: The bidder will submit the following documents:

1. References page (with bid).
2. Name, title, and telephone number of company representative who may be contacted in emergencies or performance deficiencies (with bid).
3. Certificate of insurance (after notification of award).
4. IRS W-9 Tax Form (after notification of award, if not previously provided).
5. Five (5) leak detection reports and GPS leak mapping projects of previous work performed within the last twenty-four (24) months (with bid).

T. SMOKING: In accordance with San Marcos Ordinance No. 2013-57, all City-owned and rented/leased properties are smoke free properties. All contractors, subcontractors, and their employees are prohibited from smoking while on City property. This includes the enclosed areas of public places and workplaces, within ten (10) feet of doors and windows, City-owned or rented/leased property, including parks and facilities. This prohibition includes e-cigarettes and other inhaled vapor devices. The City reserves the right to terminate a contract(s) if the Contractor is found in noncompliance. The City reserves the right to direct the Contractor to remove or replace any employee for just cause.

U. DISCRIMINATION: The successful bidder will ensure that employees and applicants for employment are not discriminated against because of their race, religion, national origin, sex, color, or age and that qualified persons are not discriminated against in employment practices because of disabilities.

7. SPECIFICATIONS

A. SCOPE: The successful bidder will provide all labor, equipment, tools, materials, supplies, supervision, and other items or services necessary to perform operations in connection with the services to conduct a potable water leak detection survey on an estimated seventy-five (75) miles of the City's water distribution system according to a City-provided map of the Leak Detection Survey Area and as described below:

1. Perform Acoustic Leak Survey: All service connections located inside the customer meter box, distribution valves, fire hydrants, air release valves, or any exposed section of the system will be individually sounded with acoustic leak surveyor equipment to ensure a thorough survey of the water system.

2. Confirm leak sounds at fire hydrants: When leak sounds are identified with acoustic equipment at fire hydrants by the successful bidder, the City will flush and re-seat the fire hydrants. The successful bidder will recheck fire hydrants with acoustic equipment during the project in order to determine if repairs are necessary.
3. GPS Leak Identification: All leak locations will be identified in the water system by the successful bidder with sub-meter accuracy GPS receiver equipment with a minimum of thirty (30) positions per location. All leak data will be provided in thirty (30) centimeters leak location point data to the City in shape file format projected in the State Plane C.S. Texas South Central Coordinate System in NAD83 Datum. In addition, all GPS raw data will be provided in uncorrected .SSF file format.
4. Project Data: The successful bidder will provide daily and weekly leak survey result information reports to the City Contract Administrator. Report results will indicate the following:
 - a. Prioritize leaks by size;
 - b. Physical address and GPS locations of leaks;
 - c. Description and date leaks located; and
 - d. Progress of linear mileage of system surveyed.
5. Water Meter Assessment: The successful bidder will perform the following water meter assessments:
 - a. Visual meter condition assessment of all meters; and
 - b. Assess meter age and condition for replacement.
6. Final Leak Detection Project Report: The successful bidder will provide a final report, due within seven (7) calendar days of project completion, to the City Contract Administrator. The report will contain at a minimum, but not limited to, the following information:
 - a. Listings of locations and descriptions of leaks identified;
 - b. Listings of fire hydrants in need of repairs;
 - c. Listings of inaccurate water meters identified with leak survey equipment; and
 - d. Recommendations for improvements to the water system based upon project results and knowledge gained in performing similar leak detection/water conservation surveys.

B. EQUIPMENT: The City reserves the right to inspect the bidder's equipment to ensure the bidder's capability to perform work under this contract. The successful bidder will use only high quality equipment in good mechanical condition to conduct leak detection services. Equipment must be equal in performance to the following:

1. FCS S30 Leak Detection Surveyors;
2. Subsurface LD 7-10 or 12 Leak Surveyors; and
3. GPS Equipment: 30 centimeters or better accuracy.

C. EQUIPMENT/SAFETY: The safety of the successful bidder's employees and the public is of prime concern to the City. The successful bidder will take all necessary steps to ensure proper safety during the performance of the project.

1. The successful bidder will be responsible for providing and placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, and equipment and vehicles;
2. The flow of vehicular traffic will not be impeded at any time during this project; and
3. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of contract.

D. VEHICLES: The successful bidder's vehicles will be identified with the successful bidder's name on both doors. Vehicles will be equipped with caution lights and cones. All equipment will be in good mechanical condition and possess a valid, current Texas Department of Transportation (TxDOT) certification.

E. DRIVERS: The successful bidder will have drivers with a valid State of Texas Class "C" driver's license.

F. SECURITY AND MAINTENANCE: The successful bidder will be responsible for reasonable protection and safeguarding all City property within the work areas during performance of this contract. Upon completion of the work period, the successful bidder will assure that the facilities and equipment are secured. The successful bidder will be briefed on area accessibility prior to the contract start date.

G. PROPERTY DAMAGE: The successful bidder will take special care in working areas to protect public and private property. The successful bidder will be responsible for repair of any damage caused by the successful bidder's activities to personal property at its own expense, including, but not limited to, any damaged roads, curbs, sidewalks, fencing, and yard vegetation. Repair and restoration will be to the satisfaction of the City. The site will be left in a condition satisfactory to the property owner.

H. INTERFERENCE: The successful bidder, in carrying out their services, will employ such methods or means to prevent interruption of or interference with the work of any City personnel at the site.

I. WORKMANSHIP: Where not more specifically described in any of the various sections of these specifications, workmanship will conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work will be executed by personnel skilled in their respective lines of work.

J. INSPECTION: The City reserves the right to inspect the project site as well as all work performed on the City's behalf. Any deficiencies will be immediately corrected by the successful bidder at no additional cost to the City.



ATTACHMENT "A"
BIDDER INFORMATION QUESTIONNAIRE

This document will be submitted with the bid or the bid will be considered non-responsive.

Name of Company: Matchpoint Water Asset Management Inc

Principal Office Address: 215 Racine Dr Suite 201

Wilmington, NC 28403

Telephone Number: 910-509-7284

Form of Ownership (check one)

(☒) Corporation

State of Incorporation/Registration NC

Date of Incorporation/Registration 7/25/2005

() LLC

() Joint Venture

() Partnership: If Partnership, select one of the following: () Limited or () General

() Individual

Company has been in business since: 2005

List of Partners, Principals, Corporate Officers or Owners

Name

Title

Stephen Barry Hales

President

List of Corporate Directors

Name

Title

N/A

1. Have you had any contracts terminated for default or other performance reasons?
___ Yes ☒ No If yes, explain: _____

2. Has your company been convicted of a criminal offense committed in Hays County, Texas involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official?
NO If so, has the conviction occurred within three years immediately preceding either the date of submission of a bid, or the date of award of the contract?
_____ If so, explain: _____

3. Is your company involved in pending investigation or criminal prosecution of a criminal offense alleged to have been committed in Hays County, Texas involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official?
NO If so, explain: _____

4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? NO

5. Does your company have previous final judgments against the City for breach of contract, fraud misrepresentation or conversion? NO

6. Has your company failed to timely pay/remit sales tax, property tax, or utility payments to the City of San Marcos? NO

7. Has your company refused to execute a contract following an award by the San Marcos City Council? NO

8. Has your company violated the anti-lobbying provisions in a current or previous City of San Marcos procurement process by making contact with a member of the San Marcos City Council prior to the award of a contract? NO If so, explain: _____

9. Has your company furnished unauthorized substitutions of materials not meeting contract specifications in a current or previous contract with the City of San Marcos?
NO

I, Nancy S. Jones, as CFO
Name of Individual Title & Authority
Of Matchpoint Water Asset Management Inc declare under oath
Company Name

that the above Statements, including any supplemental responses attached hereto, are true and correct, and that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the City of San Marcos, and possibly debarment.

Nancy S. Jones
Signature

THIS FORM MUST BE SUBMITTED WITH YOUR BID

ATTACHMENT "B"
BIDDER DEVIATION FORM

THIS FORM MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE MANUFACTURER. FAILURE TO DO SO MAY CAUSE TOTAL BID TO BE REJECTED. IF NO DEVIATIONS ARE TO BE PROPOSED, INDICATE BY STATING "NO DEVIATIONS TO SPECIFICATIONS" AND SIGN IN THE APPROPRIATE SPACE.

STATEMENT OF BIDDER:

WE PROPOSE THE FOLLOWING DEVIATIONS TO THE SPECIFICATIONS:

<u>PAGE #</u>	<u>SECTION</u>	<u>EXCEPTION</u>
_____	_____	<u>NO Deviations to Specifications</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: IF ADDITIONAL PAGES ARE NEEDED, ATTACH TO THE BACK OF THIS PAGE AND **NOTE** "SEE PAGE 2-DEVIATIONS" ON THIS PAGE.

matchpoint Water
Asset Management Inc
FIRM NAME

Nancy S. Jones
SIGNATURE OF REPRESENTATIVE

ATTACHMENT "C"

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Matchpoint Water Asset Management Inc

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
215 Racine Dr Suite 201
 City, state, and ZIP code
Wilmington, NC 28403

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	or
Employer identification number	47-2698626

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person *Nancy Jones*

Date **3/21/2017**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.



MATCHP1

OP ID: CP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2017

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

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

PRODUCER George Chadwick-Insurance 3301 Wrightsville Avenue Wilmington, NC 28403-4195 Mickey Southerland, CIC, AAI		CONTACT NAME: Carol Palmer PHONE (A/C, No, Ext): 910-762-2489 FAX (A/C, No): 910-763-8006 E-MAIL: cpalmer@chadwickinsurance.com ADDRESS: cpalmer@chadwickinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Liberty Mutual Fire Insurance	
		INSURER B: First Liberty Insurance Corp	
		INSURER C: Ohio Casualty Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		TB2Z51291447026	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AS2Z51291447016	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UU055256698	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC6Z51291447057	01/30/2017	01/30/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITYSM1 City of San Marcos 630 E Hopkins St San Marcos, TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M. S. Southerland
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IFB 217-020



PUBLIC SERVICES DEPARTMENT – WATER/WASTEWATER UTILITIES DIVISION

ADDENDUM #1
March 16, 2017

Nancy S. Jones

A. This addendum will be considered a part of the **Leak Detection Services** bid (IFB 217-020). Where provisions of this addendum differ from those of the original bid, this addendum will govern.

B. QUESTIONS:

1. Of the 75 miles of pipe, what is the size, type, and pressure?

Answer: Pipe sizes vary from 6" to 16". Pipe type: AC, CI, DI, PVC pipes. Approx. 75-100 psi.

2. What is the size and material breakdown by mileage for the pipe being surveyed?

Answer: Unknown, varies from one area to next.

3. What is the approximate age range of the pipe in this system?

Answer: Age varies depending on area could range from 2 years to 60 years old.

4. Would you allow contractors to work on weekends?

Answer: Typically not allowed.

5. Are the service connections (including curb stops) located in pits and easily accessible?

Answer: Yes.

6. Do the service connections or curb stops in the survey area have locking lids?

Answer: No.

7. How many meters are estimated to be within the survey area that will need to be visually inspected and reported on?

Answer: Approx. 11,480 meters in the system about 1/4 of the city is surveyed in the 75 miles. Exact count in each 1/4 would vary slightly.

8. Do you have GIS data available for the contractors to utilize for system information once awarded?

Answer: Yes

9. What is the estimated water loss percentage for this system or area?

Answer: 15%

10. When was the last leak detection survey conducted on this system or area?

Answer: A lead detection survey is conducted yearly on approximately 75 miles of the system.

11. Can you any supply the documentation or findings from the last survey?

Answer: The last survey report can be made available upon submitting a Public Information Request through the following link: <http://www.ci.san-marcos.tx.us/index.aspx?page=1250>

12. What are the results from previous bids if any for this scope of work?

Answer: Previous bid results can be found at www.sanmarcostx.gov/eprocurement, selecting "Expired" from the solicitation dropdown list, and searching on the term "leak detection".

13. What is the density of connections per mile of the proposed survey area and the overall amount of connections within it?

Answer: Unknown. The survey area has not been determined.

14. What is the general expectation for suspected hydrant leaks to be flushed and reseated by the utility once reported?

Answer: Once identified hydrants should be flushed within 2 – 3 days by City crew.

15. For contractors that are not located in the state of Texas, will the expectation for a TxDOT certification be waived? If not, how can this be secured for out of state contractors?

Answer: Yes, this will be waived.

16. For contractors that are not located in the state of Texas, will the expectation for a Texas driver's license be waived if the contractors hold class C licenses from other states?

Answer: As long as the drivers hold valid driver's licenses from their state of residence, this requirement will be waived.

IFB 217-020

17. What are the City's schedule expectations for the work to commence and be completed by?

Answer: No start set, to be discussed and agreed upon with the selected vendor, but no later than 2 to 3 months after award. End date typically 3 months from start.

Sincerely,

Rachel Shelton
Purchasing Specialist, Senior