



**PROPOSAL DOCUMENTS**

**FOR**

**2021 INFORMATION TECHNOLOGY  
CONSULTANT**

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

## 2021 INFORMATION TECHNOLOGY CONSULTANT 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 7:00 a.m. during the week or Saturday and Sunday.

**Business Hours** – Monday through Friday between 7:00 a.m. and 5:00p.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.

**Consultant** – 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 consulting services for the City of Lakeway, Texas.

**Proposer** – Person or entity who will submit Proposal documents to the City to provide information technology 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 proposer's office.

**Request for Proposal (Proposal)** – Document posted by the City to elicit proposals from potential Consultants 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 Consultant 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 **2021 Information Technology Consultant**, to include, in part:

**The City of Lakeway is seeking a qualified Consultant who shall function in partnership with the City's in-house information technology department. The technology consultant will, at a minimum, be on-site two (2) days a week to troubleshoot end-user problems, perform routine maintenance on information system(s), provide cybersecurity protection and practices, and perform other services related to information technology as they arise. On an as needed basis, the consultant will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, upgrades or replacement.**

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Sealed Proposals will be received at the City of Lakeway City Hall, 1102 Lohmans Crossing, Lakeway, TX 78734 until **2:00 p.m. on August 31, 2021**. Any proposals received after the closing time will not be accepted for consideration and will be returned unopened.

An optional pre-proposal conference will be held on **August 17<sup>th</sup>, 2021 10:00 a.m.** at City Hall, 1102 Lohmans Crossing, Lakeway, TX 78734. The pre-proposal conference will give potential Proposers the opportunity to ask questions and learn more about the solicitation documents. The City will convey important proposal and other administrative requirements to the Proposers and receive questions regarding any ambiguities in the solicitation documents. Any document changes discussed at the meeting are not final until/unless they are addressed in a formal written addenda.

All proposals must be clearly marked on the outside with the following: **"RFP #507 – City of Lakeway 2021 Information Technology Consultant."**

Request for 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, nor committee members.

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

**PART 1 – GENERAL REQUIREMENTS**

**1.0 PURPOSE:**

The City of Lakeway is seeking a qualified Consultant who shall function in partnership with the City’s in-house information technology department. The technology consultant will, at a minimum, be on-site two (2) days a week to troubleshoot end-user problems, perform routine maintenance on information system(s), provide cybersecurity protection and practices, and perform other services related to information technology as they arise. On an as needed basis, the consultant will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, 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.

**August 31, 2021 – 2:00 p.m. (CDT)**

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 (email).

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 solicitation number, solicitation title, Consultant’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  
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: August 17, 2021  
TIME: 10:00 a.m. CDT  
PLACE: City of Lakeway  
City Hall  
1102 Lohmans Crossing  
Lakeway, TX 78734

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, beginning October 1, 2021. The Contract may be extended by mutual agreement between the parties hereto, on a month to month basis, or terms for not more than two (2) 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:**

The City of Lakeway is seeking a qualified Consultant who shall function in partnership with the City's in-house information technology department. The technology consultant will, at a minimum, be on-site two (2) a week to troubleshoot end-user problems, perform routine maintenance on information system(s), provide cybersecurity protection and practices, and perform other services related to information technology as they arise. On an as needed basis, the consultant will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, upgrades or replacement.

The nature of the service will be ongoing support and to ensure that there is no significant downtime, coordination to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems. The Consultant will need to work closely with a variety of departments within the organization, providing support as needed or instructed.

Consultant shall provide professional services during normal business hours: M-F 7:00 a.m. to 5:00 p.m. on-site. However, vendor must be available 24 hours a day, 7 days a week, including holidays.

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.

### **1.1 The Consultant will provide comprehensive support for, but not limited to:**

- a. Servers
- b. Desktops
- c. Laptops
- d. Tablets
- e. Mobile devices
- f. Mobile electronic ticket writers

- g. Network hardware
- h. Firewalls and network switches
- i. All software and services installed on City devices
- j. Comprehensive support 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 on that system
- k. Microsoft Exchange email server management and support, including Outlook clients, Outlook web access and mobile devices (Windows, iOS, Android)
- l. VPN management
- m. Active Directory design and management, including group policy maintenance
- n. Network security management, including quarterly security risk assessments
- o. 24/7 monitoring of servers, services, switches, firewall and access points
- p. After hours support for business stopping issues
- q. Remote and on-site support
- r. Cooperative management of all IT services
- s. Help desk support for authorized users including 24/7 support for business-stopping issues
- t. One-hour maximum response to all business-stopping emergency issues
- u. On-site response within 4 business hours if the issue cannot be resolved remotely
- v. A minimum of two (2) scheduled on-site visits per week
- w. 3rd part spam filtering service and disaster recovery email services which all 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
- x. Network performance analysis and optimization
- y. Annual hardware inventory
- z. Monthly network and hardware health reports
- aa. Monthly vulnerability internal and external assessment
- bb. IT roadmap planning, includes consulting and recommendations on hardware and software procurement

- cc. Maintain the following reports and deliver when necessary: Patch management, antivirus management, system events, firewall events, internal vulnerability assessment, network inventory, and network topology
- dd. 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
- ee. Notify the City in writing when Consultant discovers that the City is not in compliance with regards to 3<sup>rd</sup> party hardware or software licenses. The Consultant will then perform any installation or un-installation of software and hardware as needed to regain compliance.
- ff. 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 (RingCentral, Zoom, GoToMeeting, etc.)
- gg. 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

**1.2 PCI configuration and expertise for full PCI compliance (Award based on 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 impact 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.

**1.3 Cybersecurity Protection (Award based on 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

**1.4 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 additional devices added by the City

- c. NETWORK DEVICES:
  - i. 6 SonicWall Firewall Router
  - ii. 9 Network Managed Cisco Switch
  - iii. 4 Ubiquiti Wireless Access Point
  - iv. 5 QNAP Storage Devices
  - v. 25 Apple iPads
  - vi. Additional network devices added by the City

**1.5 The Consultant 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. ERP software solutions

**2.0 MINIMUM QUALIFICATIONS:**

- 2.1 Consultant should have significant measurable experience managing outsourced IT platform for municipalities. Consultant must have expertise in all Microsoft products including but not limited to MS Office, MS Exchange, MS Server, PowerShell scripting, and Windows Administrative Tools.
- 2.2 Contestant should have sufficient size and depth of management, resources, and staff to support the services require in the scope of work.

2.3 Consultant business for at least five (5) years providing Technology Services to Government Agencies.

**3.0 PERSONNEL:**

3.1 Consultant shall select, employ, train, and furnish personnel who are proficient, productive, and courteous to City staff and patrons. Consultant shall discipline, and if necessary, remove any person who fails to abide by the policies and guidelines established by Consultant. Consultant 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 Consultant to remove any employee(s) who fail to meet these minimum standards.

3.2 The Consultant 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.

**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:

Item	Evaluation Factor	Weighting
1	Company’s qualification, expertise, certifications, and Experience 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	Consultant 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 preparation or for any presentations 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 An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following the point system herein. The highest scored qualifications may be requested for an interview.
- 10.0 The award shall be considered in sequence in determining the scope of the award to the highest scored Proposer. Subject to the availability of funds, the award shall be in the **following order**:
- 10.1 Scope of Work specified services from 1.0 through gg a – vii
  - 10.2 Scope of Work specified services from 1.0 through 1.2 a - i
  - 10.3 Scope of Work specified services from 1.0 through 1.3 a
- 11.0 Recommendation for award is contingent upon the successful negotiation of the final contract terms. If contract negotiations cannot be concluded successfully within a time period, the City may terminate negotiations and commence with the next highest scored qualification or withdraw the RFP.
- 12.0 The contract award, if issued, shall be made to the Consultants(s) whose proposal, in the City’s sole discretion, furthers the City’s best interests. The contract may be awarded to one provider for all work, or to several providers for separately identifiable parts, based upon the Proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Consultant under consideration and the proposal’s validity. The contract award shall be made by the City Council.
- 13.0 After the City’s contract award, the City will provide the Consultant with contract documents. After proper contract execution, the Consultant shall return all required documents to the City within fourteen (14) calendar days. If the Consultant fails to return an executed contract to the City within the required time, the City has the right to cancel the award and contract.

## 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 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
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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
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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 and qualifications 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 Consultant(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.
  - 3.7 Provide the names of at least three (3) contracts for which your company had provided in-house information technology consultant for similar municipalities or similar projects completed in the past five (5) years. List the in 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.
  - 4.2 Describe the method and approach to be used to provide services.

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 project managers, and project team to undertake the Project.
  - 5.2 Describe the number of concurrent projects the project team is currently responsible for during this time period that may interfere with this project.

TAB #6

- 6.0 Criterion Four - Provide a price proposal under **Section II – Scope of Work** with the breakdown of all fees per month for the follow:
  - 6.1 Scope of Work Section 1.0 through 1.1 –gg a - vii
  - 6.2 Scope of Work Section 1.0 through 1.2 – a - i
  - 6.3 Scope of Work Section 1.0 through 1.3 - a
  - 6.4 Provide the competitiveness and reasonableness of the price proposal.



**PART V - REQUIRED DOCUMENTATIONS**

**1.0 CONFLICT OF INTEREST QUESTIONNAIRE:**

If required under Chapter 176 Texas Local Government Code, the Consultant shall complete the Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. The Consultant 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.

Consultant 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
David Crowder	Acting Chief of Police
Erin Carr	Building and Development Services Director

Wendy Askey	HR Manager
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 Consultant 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 those who actively participate in facilitating the contract or negotiate the terms of the contract, if any.

Changes to the law requiring certain businesses 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, the person filing a 1295 needs to complete an “unsworn declaration.” 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. 507**.

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**

**APPENDIX A  
SAMPLE CONTRACT**

**FY2021 Information Technology Consultant Agreement**

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

**Section 1. Scope of Work**

1.1 The Consultant shall function in partnership with the City’s in-house information technology department. The technology consultant will, at a minimum, be on-site two (2) days a week to troubleshoot end-user problems, perform routine maintenance on information system(s), provide cybersecurity protection and practices, and perform other services related to information technology as they arise. On an as needed basis, the consultant will provide services to evaluate and assess current municipal processes and information system(s) for recommended enhancements, upgrades or replacement.

The nature of the service will be ongoing support and to ensure that there is no significant downtime, coordination to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems. The Consultant will need to work closely with a variety of departments within the organization, providing support as needed or instructed.

Consultant shall provide professional services during normal business hours: M-F 7:00 a.m. to 5:00 p.m. on-site. However, vendor must be available 24 hours a day, 7 days a week, including holidays.

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.

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

- a. Servers
- b. Desktops
- c. Laptops
- d. Tablets
- e. Mobile devices
- f. Mobile electronic ticket writers
- g. Network hardware
- h. Firewalls and network switches
- i. All software and services installed on City devices
- j. Comprehensive support 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 on that system
- k. Microsoft Exchange email server management and support, including Outlook clients, Outlook web access and mobile devices (Windows, iOS, Android)
- l. VPN management
- m. Active Directory design and management, including group policy maintenance
- n. Network security management, including quarterly security risk assessments
- o. 24/7 monitoring of servers, services, switches, firewall and access points
- p. After hours support for business stopping issues
- q. Remote and on-site support
- r. Cooperative management of all IT services
- s. Help desk support for authorized users including 24/7 support for business-stopping issues
- t. One-hour maximum response to all business-stopping emergency issues
- u. On-site response within 4 business hours if the issue cannot be resolved remotely
- v. A minimum of two (2) scheduled on-site visits per week

- w. 3rd part spam filtering service and disaster recovery email services which all 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
- x. Network performance analysis and optimization
- y. Annual hardware inventory
- z. Monthly network and hardware health reports
- aa. Monthly vulnerability internal and external assessment
- bb. IT roadmap planning, includes consulting and recommendations on hardware and software procurement
- cc. Maintain the following reports and deliver when necessary: Patch management, antivirus management, system events, firewall events, internal vulnerability assessment, network inventory, and network topology
- dd. 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
- ee. Notify the City in writing when Consultant discovers that the City is not in compliance with regards to 3<sup>rd</sup> party hardware or software licenses. The Consultant will then perform any installation or un-installation of software and hardware as needed to regain compliance.
- ff. 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 (RingCentral, Zoom, GoToMeeting, etc.)
- gg. 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

**1.2 PCI configuration and expertise for full PCI compliance (Award based on 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 impact 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.

**1.3 Cybersecurity Protection (Award based on 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

**1.4 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 additional devices added by the City
- c. NETWORK DEVICES:
  - i. 6 SonicWall Firewall Router
  - ii. 9 Network Managed Cisco Switch
  - iii. 4 Ubiquiti Wireless Access Point
  - iv. 5 QNAP Storage Devices
  - v. 25 Apple iPads
  - vi. Additional network devices added by the City

**1.5 The Consultant 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. ERP software solutions

## **Section 2. Quality of Work**

- 2.1 Consultant 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 Consultant'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 Consultant has resolved all written discrepancies, any pending invoices will be paid.

## **Section 3. General**

- 3.1 The Consultant agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this contract. Consultant 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 Consultant 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 Consultant 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.
- 3.2 The Consultant shall provide and pay for all materials, equipment, labor, transportation, fuel, and incidentals necessary for the furnishing, performance, and completion of the Contract.
- 3.3 The Consultant shall provide supervision to assure that all work will be done in accordance with this agreement. The Consultant will designate personnel to communicate with City staff regarding the performance of services as set forth in this agreement.
- 3.4 The Consultant shall, at all times, be vigilant against damage to existing equipment and facilities. The Consultant shall notify the City of such damage.
- 3.5 Consultant shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Consultant or his work force.
- 3.6 Consultant 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.

- 3.7 All work shall be done by Consultant's employees who are covered by all applicable insurance coverage. No work shall be done, pursuant to this agreement, by subconsultants without the written consent of the City.
- 3.8 Consultant 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.
- 3.9 All work shall be scheduled and completed in a manner that will ensure the minimum disturbance to City staff at each Work site.
- 3.10 The Consultant'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.
- 3.11 Consultant will provide a two (2) hour emergency telephone response and next business day emergency field repairs to each site. Consultant will be responsible for maintaining a mobile number when not in the office.

#### **Section 4. Authority of Assistant City Manager**

- 4.1 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 Consultant. Additionally, management control of the criminal justice function remains solely with the Police Department.
- 4.2 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 Consultant 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 Consultant shall not be entitled to any additional payments arising out of any such suspensions.

#### **Section 5. Terms**

- 5.1 This contract shall be in force for one year upon acceptance by the City Manager with a start date of October 1, 2021 with two (2) 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.
- 5.2 This agreement may be terminated at any time by the City or the Consultant upon receipt of thirty (30) days' prior written notice.

- 5.3 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the City.
- 5.4 Any variations from this Contract must be in writing and agreed upon by both the City and the Consultant.
- 5.5 In the event that a service is added/removed, Consultant 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.
- 5.6 Neither the City or Consultant 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 6. Indemnity**

- 6.1 To the fullest extent permitted by applicable law, the Consultant and its agents, partners, employees, and consultants (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 Consultant pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Consultant, 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.
- 6.2 Consultant 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 Consultant, or by the City at the direction of Consultant, 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 Consultant and Consultant shall be given full opportunity to negotiate a settlement. Consultant 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 Consultant and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

- 6.3 The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

## **Section 7. Insurance and Bonds**

- 7.1 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.
- 7.2 Consultant must provide a certificate of insurance to the City prior to being awarded the Contract within ten (10) days of the notice of award.
- 7.3 Consultant 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)
- 7.4 If the coverage period shown on the Consultant's current certificate of insurance ends during the duration of the Contract, the Consultant must, prior to the end of the coverage period, file a new certificate of Insurance with the City showing that coverage has been extended. Consultant shall retain all required certificates of insurance for the duration of the Contract.
- 7.5 By signing this Contract or providing or causing to be provided a certificate of insurance, Consultant is representing to the City that all employees of the Consultant, 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 Consultant to penalties.
- 7.6 Consultant must maintain any other employer insurance required to be in compliance with statutory requirements. Consultant 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.
- 7.7 Consultant's failure to comply with any of these provisions is a breach of the contract by the Consultant which entitles the City to declare the Agreement void if the Consultant does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

- 7.8 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.

## **Section 8. Safety**

- 8.1 The Consultant 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 9. The City's Responsibilities**

- 9.1 Aside from the City Manager, the City shall issue all communications to the Consultant through the Assistant City Manager.
- 9.2 The City is not responsible for any failure of the Consultant to comply with laws and regulations applicable to furnishing or performing the Contract. The City is not responsible for the Consultant'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 Consultant from the obligation to properly and fully perform the Contract.
- 9.3 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.
- 9.4 Should the City suffer injury or damage to person or property because of any error, omission or act of the Consultant or of any of the Consultant's employees or agents or others for whose acts the Consultant 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 10. Payment Terms**

- 10.1 City agrees to pay Consultant for the work performed under this Contract, and Consultant agrees to accept, as his full and only compensation thereof, a sum of \$XXXX to be paid on the following terms: Each payment will be based on the receipt of a monthly invoice from the Consultant which details the exact location, date, and type of services rendered during the previous month related to comprehensive support.
- 10.2 For projects outside of comprehensive support, no more than once a month, Consultant shall submit to the Assistant City Manager for review an invoice, in a form acceptable to the City, filled out and signed by Consultant 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.

10.3 If the Consultant fails to perform any of its obligations under this Contract or any other agreement between the City and the Consultant, including its obligation to the City to pay any subconsultant 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 11. Miscellaneous**

11.1 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.

11.2 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

11.3 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.

11.4 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.

11.5 The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Consultant’s services shall be those of an independent Consultant. The Consultant 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

ATTEST:

\_\_\_\_\_  
City Secretary

CONSULTANT:

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

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

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

\_\_\_\_\_

Phone Numbers:

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

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

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

Federal Taxpayer Identification Number:

\_\_\_\_\_  
*Consultant 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.*