



Creedmoor Maha Water Supply Corp

Committed to Providing Clean, Safe Water for All Our Members

REQUEST FOR PROPOSAL

Creedmoor Maha Water Supply Corp. (the “CMWSC”) is seeking proposals from vendors for the provision of water pursuant to a water supply agreement.

Response Deadline: May 3, 2024 by 5:00 pm

I. OVERVIEW

A. INTRODUCTION AND OVERVIEW

The CMWSC desires to award a contract or contracts based upon vendor proposals (“Solicitation Response(s)”) to this Solicitation (“Solicitation”). The CMWSC is soliciting vendor proposals from vendors capable of supplying the CMWSC with **additional water supply** (the “Project”), as set forth and specified herein. All Solicitation Responses must be delivered to the CMWSC by the date and time, and in the manner specified in **Section I.B** hereof to be considered a Solicitation Response by the CMWSC. It is the sole responsibility of the vendor submitting a Solicitation Response (“Respondent”) to ensure that its Solicitation Response is delivered to the proper location on time and in the manner set forth herein.

A Solicitation Response does not commit the CMWSC to accept such Solicitation Response or to award a contract based on any Solicitation Response (“Contract Award”) merely because a Solicitation Response may propose the lowest price for the Project. The CMWSC expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the vendor, including, but not limited to, Project pricing and terms, management experience and expertise, industry reputation and profile, performance history, support services, location and accessibility, and any other information relevant to its evaluation. This Solicitation is not an order and does not commit the CMWSC to pay for any costs incurred by the prospective vendor in the preparation or submission of the Solicitation or in the procurement of the Project. Project quantity estimates used herein may or may not reflect actual quantities needed or used by the CMWSC in the future, and do not commit the CMWSC to order specific Project quantities. Any Solicitation Response accompanied by terms and conditions that conflict with this Solicitation may be rejected by the CMWSC.

The CMWSC reserves the right to reject any or all Solicitation Responses and to issue a Contract Award or not to issue a Contract Award based solely on the Solicitation Responses received by the CMWSC in response to this Solicitation. However, prior to making any award hereunder, the CMWSC also reserves the right to engage in additional discussions with one or more of the vendors responding to this Solicitation.

The CMWSC reserves the right to divide the Project into multiple parts and, without further discussion, enter into any agreement(s) for the Project with a single or multiple vendors which best serve the CMWSC’s interests.

TEXAS PUBLIC INFORMATION ACT

Each Respondent acknowledges that the CMWSC is a governmental body operating under and subject to the provisions of the Texas Public Information Act (“TPIA”) (Chapter 552 of the Texas Government Code) and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request. Respondent retains full responsibility and all costs for challenging any requests for information it considers confidential under the TPIA. **Respondents should consult the Attorney General’s website (www.texasattorneygeneral.gov) for information concerning the application of the provisions of the TPIA to proposals and proprietary vendor information.**

B. SOLICITATION RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION

1. Preparation of Solicitation Response.

- a. Each Respondent should carefully examine and familiarize itself with this Solicitation and all exhibits, drawings, specifications, and instructions regarding the Project included in this Solicitation (collectively, the “Solicitation Documents”). Each Respondent, by submitting a

Solicitation Response, represents that Respondent has read and understands this Solicitation and the information included in this Solicitation.

- b. Each Solicitation Response shall be fully completed, shall contain all the information required from the Respondent by this Solicitation and shall be signed and executed, on the Signature Form attached hereto as **Exhibit A** by an officer or other authorized representative of the Respondent. Each page of a Solicitation Response shall contain the company name of the Respondent. A Respondent's failure to provide any of the required information in its Solicitation Response, or the failure of the Solicitation Response to contain the signature of Respondent's officer or other duly authorized representative, may result in the CMWSC's disqualification of such Solicitation Response.
- c. Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its Solicitation Response. Unless otherwise designated by Respondent and agreed by the CMWSC, the Solicitation Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any Solicitation Response ("Submitted Materials") will, immediately upon submission, become the property of the CMWSC. After the date upon which the final vendor is selected Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be born and paid in advance by the Respondent.
- d. The CMWSC does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting a Solicitation Response, acknowledges and agrees that any Submitted Materials will be distributed or made available to appropriate CMWSC personnel and consultants involved in this Solicitation process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked "Proprietary" when submitted with a Solicitation Response.
- e. The CMWSC reserves the right to modify and/or supplement this Solicitation by amendment issued by the CMWSC prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response Deadline at the same CMWSC internet site where this Solicitation is kept available for solicitation of Solicitation Responses. It is the responsibility of each Respondent to check that internet site frequently to determine if any amendments have been issued.
- f. The CMWSC reserves the right to withdraw this Solicitation, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this Solicitation shall be effective upon the CMWSC's issuance of written notice posted on-line at the same CMWSC internet site where this Solicitation is kept available for solicitation of Solicitation Responses, which notice may also be sent by the CMWSC to the prospective Respondents in any manner deemed reasonable by the CMWSC.

2. Form of Contract.

Any Respondent awarded a contract with the CMWSC for the purchase and sale of the products and/or services pursuant to this Solicitation shall be required to execute an agreement between the Respondent and the CMWSC. The CMWSC anticipates each Respondent will propose their contract terms with the RFP submission provided. The CMWSC reserves the right to approve or reject any terms submitted by Respondents.

3. Submission of Solicitation Responses.

- a. All Solicitation Responses shall be submitted to the CMWSC as follows:

(i) **One (1) bound paper copy, and one (1) electronic copy of the Response.** The electronic copy must be an accurate replication of the Respondent's original Response, and must be submitted in a format that preserves the original graphic appearance, such as portable document format (PDF) or other digital image format that is platform-independent and easily readable without purchased software.

(ii) Responses shall be addressed to:

Creedmoor Maha Water Supply Corp.
13709 Schriber Road
Buda, TX 78610
(512) 243-2113
Attention: Matthew Pickle
Email: mpickle@creedmoorwsc.com

(iii) Unless otherwise expressly provided in this Solicitation or in any amendment to this Solicitation, no Respondent shall modify or cancel the Solicitation Response or any part thereof after the Response Deadline. Respondents may withdraw Solicitation Responses at any time before the Solicitation Responses are opened by the CMWSC, but may not resubmit them.

(iv) Solicitation Responses will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, the CMWSC reserves the right to waive any irregularities and to make the award in the best interest of the CMWSC.

(v) The Respondent acknowledges the right of the CMWSC to reject any or all Solicitation Responses and to waive any informality or irregularity in any Solicitation Response received. In addition, the CMWSC reserves the right to reject any Solicitation Response if the Respondent failed to submit the data, information or documents required by this Solicitation, or if the Solicitation Response is any way incomplete or irregular.

(vi) Failure to follow the instructions regarding the submission of Solicitation Responses may result in the CMWSC's disqualification of such Solicitation Responses.

b. Solicitation Responses are due on or before **the Response Deadline described on the first page** of this Solicitation ("**Response Deadline**"). The Response Deadline may be extended by the CMWSC upon amendment to this Solicitation issued prior to the then-existing Response Deadline. Solicitation Responses are not scheduled for public opening. No telephone, telephonic, or FAX Solicitation Responses will be accepted. The CMWSC will not be responsible for missing, lost, or late deliveries. **Solicitation Responses delivered after the Response Deadline will not be accepted or considered under any circumstances.**

C. SOLICITATION SCHEDULE AND RELATED INFORMATION

1. CMWSC Solicitation Contact

Respondents may, in the manner prescribed herein, present requests ("Submission Question(s)") for an explanation, clarification or interpretation of the BUSINESS REQUIREMENTS in this Solicitation and/or other requirements for submission of Solicitation Responses to the Solicitation Contact identified below during the proposal submission period. All Submission Questions must be submitted in writing and emailed to the Solicitation Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this Solicitation that are the subject of such Submission Questions. Confirmation of the delivery of Submission Questions to the CMWSC is the sole responsibility of the Respondent. The

CMWSC may, in its sole discretion, elect not to answer or respond to any or all Submission Questions it receives, and the failure of refusal of the CMWSC to answer or respond to any Submission Question will not affect, in any way, this Solicitation. Submission Questions may be informally addressed during the Pre-Proposal Conference; provided, however, that no answer or response to any Submission Question by any representative of the CMWSC shall be effective unless and until it is issued by the CMWSC in writing in the form of one or more addenda to the Solicitation, and has been posted to the CMWSC's Solicitation website link prior to the Response Deadline. It is the responsibility of each Respondent to check the website for all addenda to the Solicitation up to the Response Deadline. Prospective vendors are advised that no CMWSC employee other than the Solicitation Contact is empowered to make binding statements regarding this Solicitation, and no statements, clarifications, or corrections regarding this Solicitation are valid or binding on the CMWSC except those issued in writing by the Solicitation Contact as addenda to the Solicitation.

Contact between Respondents and the CMWSC shall be in the manner described and set forth in this Section I.C.1. Any attempt by a Respondent to engage in prohibited contact with the CMWSC or the Solicitation Contact may result in disqualification of its Solicitation Response.

The Solicitation Contact is:

Creedmoor Maha Water Supply Corp.
13709 Schriber Road
Buda, TX 78610
(512) 243-2113
Attention: Matthew Pickle
Email: mpickle@creedmoorCMWSC.com

II. BUSINESS REQUIREMENTS

A. INTRODUCTION

The CMWSC is requesting proposals from a vendor for the supply of water.

B. BACKGROUND

The Creedmoor Maha Water Supply Corporation (CMWSC) was created in 1965 with 150 connections. Since then the CMWSC has grown to 2,484 household and business connections. The CMWSC is a member-owned water utility and provides 240,000,000 gallons of safe, reliable drinking water a year to almost a population of 10,000. Located just south of Austin, Texas, the CMWSC is a rural water utility that manages 134 miles of water pipelines spanning 56 square miles of service area. The members the CMWSC serves live in parts of Texas, including but not limited to, Austin, Buda, Creedmoor, Mustang Ridge, and Dale. The CMWSC is committed to its members' welfare and do its best to ensure that members have the quality of life that they and their family need to flourish and be healthy.

C. MINIMUM AGREEMENT REQUIREMENTS

Structure: The agreement should take the form of a take-or-pay potable water supply contract with the option to purchase.

Contract Term: One initial 30-year term with two 15-year CMWSC options to renew.

Contract Volume: In the first year of the Contract Term, the vendor must commit delivering at the Delivery Point no less than 2.0 million gallons per day ("MGD") of Minimum Quality groundwater. Thereafter, the Contract Volume will increase annually by 0.5 MGD until it reaches a maximum of 5.0 MGD. The agreement may include a volume expansion option in the event

CMWSC has unmet demand and vendor has additional supply available.

- Delivery Point: Water will be delivered to CMWSC at a mutually agreeable designated point on the CMWSC potable water distribution system using vendor-acquired or CMWSC-owned pipeline easements and rights of way.
- Volume Quality: Contract Volume will meet a minimum water quality threshold that will be delivered at a quality that (i) satisfies all applicable TCEQ and EPA standards for drinking water and (ii) meets water chemistry compatibility as determined by CMWSC. The agreement will include provisions for early termination in the event the Volume Quality is not met.
- Contract Rate: Best price available, with annual structured price adjustments of five percent or the percentage increase of the Consumer Price Index, whichever rate is less.
- Water Treatment: Vendor is responsible for all water treatment costs, including costs of acquisition, costs of construction, and costs of operations and maintenance.
- Control Agreement: The water supply agreement will include a Support and Control Agreement incorporating the following terms: "CMWSC will have the option to purchase the building at current market rate established by a third-party appraisal commissioned by CMWSC prior to completion of the initial hold period (minimum 10 years) and the **Right of First Refusal ("ROFR")** to purchase the facility upon completion of the initial hold period and at any point thereafter."

The CMWSC will only exercise eminent domain/condemnation for the purposes of acquiring pipeline easements.

D. Intentionally omitted.

E. CONTRACT TERM

Contract term will be included in Respondent's proposal and is subject to negotiation with the selected vendor.

F. SELECTION AND EVALUATION PROCESS

Selection Process

The Solicitation Contact shall designate an evaluation committee ("Evaluation Committee") which will be composed of employees from the CMWSC. The CMWSC reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Evaluation Committee will narrow the field of submitted Solicitation Responses to those which best meet the requirements of this Solicitation and which best meet the complete needs of the CMWSC. Each such Solicitation Response will then be evaluated according to the criteria set forth herein.

Evaluation Criteria Specific to This Solicitation

The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Solicitation. The evaluation of Solicitation Responses will involve scoring each Solicitation Response in the areas listed and set forth below in Section G (Evaluation Factors). The CMWSC's evaluation of the Solicitation Responses will be based upon each Respondent's response to the evaluation factors stated in this Solicitation. Any Respondent's failure to provide complete and full responses to the requested information may lead to disqualification of such Solicitation Response.

G. EVALUATION FACTORS

In determining how to award a contract or contracts in conjunction with the Solicitation, the CMWSC may consider the following:

1. Qualifications of the firm(s)
2. Financial plan proposed and capabilities
3. Development plan proposed (including schedule)
4. Master lease agreement proposed
5. Support and control agreement proposed

H. SOLICITATION RESPONSE CONTENT

Tab 1. Executive Summary

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the CMWSC. This synopsis should not exceed two pages in length and should be easily understood.

Tab 2. Statement of Qualifications

Provide a statement of qualifications (including any subconsultants) for each firm proposed in providing services for this project (limit to one page per firm). Please provide the following information for each firm proposed:

1. Firm Name
2. Number of Years in Business
3. Number of Years Relevant Experience
 - a. Percentage of development projects that are similar
 - b. Current workload
4. Scope of Services Offered
5. Company ownership structure
6. Company mission
7. Principal Office Location
8. Location of Office Performing the Work
9. Number of Staff by Discipline

Tab 3. Key Project Personnel

1. Provide an organizational chart of the proposed team including the firm's top representative who is responsible for the project team and the work quality, with specific project roles for each individual

proposed.

2. Provide a resume for each key team member including the following information. (Limit: one single sided page per resume)
 - a. Name
 - b. Firm Name
 - c. Number of Years with Firm
 - d. Number of Years Experience
 - e. Education
 - f. Project Assignment/Role Description
 - g. Previous Experience within the Role Proposed
 - h. Project References – (Maximum 3 Projects)
 - 1) Project name:
 - 2) Project description:
 - 3) Project start and completion (Month/Year)
 - 4) Project size:
 - 5) Current project status:
 - 6) Project budget and actual cost: (Provide a range if this information is confidential for the Owner.) This information is required.
 - 7) Client reference: (include name, title, address, and current contact information (phone number and email address).

Tab 4. Relevant Project Experience

1. Identify recent projects similar to the scope of services proposed within this RFP (including experience with rural water supply corporations in which your firm has provided services. The following information is requested for each project:
 - a. Facility Name and address
 - b. Project description (identify major elements of projects and/or unique features)
 - c. Project start and completion (Month/Year)
 - d. Project size
 - e. Client reference (name, title, email address, and current telephone numbers)
 - f. Business terms of the development

Tab 5. Development Terms and Financing

Describe the Development Terms and/or Financing Terms, if applicable.

Exhibit A

Signature Form

Respondent shall signify Respondent's acceptance of and compliance with the requirements, terms, and conditions of this **RFP** by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this Solicitation and its terms and conditions. Respondent warrants that Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations, and that Respondent does not appear (nor does any affiliate appear) on any [Texas Comptroller Scrutinized Companies List](#).

Respondent warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete the products and services in its Solicitation Response.

Respondent certifies that the individual signing this Solicitation Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this Solicitation Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CMWSC AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE Solicitation RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE CMWSC.

RFP	
Respondent (Company) Name: _____	
By: _____	Date: _____
Printed Name: _____	Title: _____
Telephone: _____	Email: _____

Exhibit B

Conflict of Interest Questionnaire

Chapter 176 to the Texas Local Government Code (“Chapter 176”) contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with the CMWSC (“Disclosure Information”). The Disclosure Information relates to affiliations, and business and financial relationships such persons may have with members of the CMWSC’s governing body, its officers and certain other high-level CMWSC employees. Each Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its Response. A complete copy of Chapter 176 of the Local Government Code may be found at: <https://statutes.capitol.texas.gov/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; or (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.

