



SECOND SIGHT SYSTEMS

Water Meter Replacement Program

Seguin, TX

Prepared for:



It's real.



March 13, 2026

Steve Parker
City Manager

Re: Seguin Survey | MTU | Water Meter Replacement

Dear Mr. Parker,

Second Sight Systems is proud to submit our response to the Meter Replacement Program RFP for Seguin, TX. We appreciate the opportunity to be considered and are excited about the potential to support this important initiative with our experience, resources, and proven technical expertise.

Second Sight Systems has been in business for more than 25 years and employs over 175 professionals nationwide. We are headquartered in **Saint Louis, Missouri**, with sister headquarters and major operational offices in **Baltimore, Maryland, and Denver, Colorado**, allowing us to support projects efficiently across multiple regions while maintaining strong local presence.

We are a certified **Woman-Owned Business**, recognized through both **WBENC and WOSB**, and we remain deeply committed to excellence, safety, and integrity in every project we undertake. Since 1999, our team has delivered high-quality field services for water, electric, and gas utilities nationwide. Our experience includes AMR and AMI system installations, meter replacements, and ongoing network support and maintenance. Our technicians bring extensive hands-on field expertise, and our nationwide operational footprint allows us to mobilize quickly and scale effectively to meet project demands.

As outlined in the pages that follow, we are confident in our ability to exceed the requirements set forth in this RFP. Please refer to the Table of Contents on the following page for a comprehensive overview of our response.

Second Sight Systems is currently supporting the City of Seguin's electric meter replacement program, giving our team familiarity with local operations, customer communication expectations, and field conditions. This existing presence allows us to mobilize quickly and efficiently for the water program.

Thank you for your time and consideration. We look forward to the opportunity to partner with you.

Respectfully,

TJ Mudd

Director of Customer Relations | Metering
Second Sight Systems, LLC
12949 Maurer Industrial Drive
Saint Louis, MO 63127
O: 636.789.9999 F: 636.789.9998 C: 270.287.3569

Table of Contents

- **Past Performance**
- **Cost Proposal**
- **What Does Second Sight Offer?**
- **Why Choose Second Sight?**
- **Letters of Reference – Customer Satisfaction**
- **Standard Operating Procedures**
- **Work Order Management and Reporting | Call Center**
- **Assumptions and Exceptions**
- **Meet Your Key Players**
- **Recent and Relevant Project Experience**
- **WBENC | NATE | AVETTA**

PAST PERFORMANCE PROFILE

AMI / AMR Meter Projects

- Ameren / Spire (MO & IL) – Maintenance, reading, and installation touching 400,000 endpoints annually. (Electric & Gas)
- Owatonna, MN – Installation and maintenance touching 25,000 endpoints. (Electric)
- DEMCO, LA – Meter Reading of 100,000 endpoints annually. (Electric)
- NAVFAC Southwest – Maintenance and inspection of water, electric, and gas endpoints across 8 Navy Bases
- Baltimore Gas & Electric (2022–2025) – Gas module and full changeouts of over 600,000 endpoints
- Ferguson Water Meter Projects (2020–Current) – Installation of over 50,000 water meters
- Ameresco Water Meter Projects (2020 – Current) – Installation of over 50,000 water meters.

Utility Communication Projects

- Evergy (MO) – OPGW / Fiber Splicing for projects spanning over 70 sites
- Mountainview Electric (CO) – Installation of 735 repeaters and 51 base stations
- Wyandotte County, KS – Turnkey project consisting of GE MDS radios, antenna & line work, and installation of 120 self-support tower and shelter systems
- City of Lee’s Summit, MO – Wireless SCADA project involving GE MDS radios and antenna & line work
- Whiteman AFB (MO) – Multiple projects including antenna & line work and tower decommissioning
- National Weather Service – Repair and replacement of antenna and line systems
- Ferguson AMI Network Infrastructure (Master Meter) – 10 projects in 10 months across KY, OH, and IL involving base station and repeater installations

Qualifications & Certifications

- ISNetwork & Avetta Certified Contractor
- Comtrain Certified Tower Climbers
- Fiber Optic Association (FOA), Certified Fiber Optic Technicians (CFOT)
- OSHA 30
- PowerSafe Electrical Substation Training
- Dedicated Safety Professional on Staff
- GE Channel Partner and Authorized Reseller

SAM Information

- DUNS: 019756241
- CAGE Code: 73VR9
- GSA Contract: GS-35F-093DA



Cost Proposal

Second Sight Systems is pleased to provide pricing based on the scope of work described in the RFP.

Mobilization assumes a separate project start. If the water project begins immediately following completion of the electric deployment and SSS maintains the same crew on site, mobilization may be reduced. If crews demobilize between projects, full mobilization will apply.

Water Meter Replacement – 2 Month Duration – 4 Experienced Techs – Project Management

Water Meter Sizes	Quantity	Unit	Total
5/8x3/4	2,307	\$ 52.00	\$ 119,964.00
1"	78	\$ 62.00	\$ 4,836.00
1.5"	52	\$ 350.00	\$ 18,200.00
2"	78	\$ 350.00	\$ 27,300.00
3"	7	\$ 450.00	\$ 3,150.00
4"	5	\$ 650.00	\$ 3,250.00
Payment and Performance Bond	1	\$ 1,500.00	\$ 1,500.00
Mobilization/Setup/Ensignt	1	\$ 10,500.00	\$ 10,500.00
		TOTAL:	\$ 188,700.00
Optional Water Meter Survey	Quantity	Unit	Total
Antenna Location Survey	2,600	\$ 20.00	\$ 52,000.00
Mobilization/Setup/Ensignt	1	\$ 7,500.00	\$ 18,720.00
		TOTAL:	\$ 70,720.00
Water Meter Services	Quantity	Unit	Total
Antenna Only per Register (No Register Head Swaps)	2,600	\$ 24.00	\$ 62,400.00
Optional Sub-Meter GPS >1m	2,600	\$ 4.00	\$ 10,400.00
Mobilization/Setup/Ensignt	1	\$ 18,720.00	\$ 18,720.00
		TOTAL:	\$ 91,520.00



Additional Water Meter Services	Per Meter Rate
Metal lid cut for node mount (Labor Only)	\$20.00
Polymer lid cut for node mount- (Per Node- Labor Only)	\$4.00
Lid Swap – Per Meter (Labor Only)	\$4.00
Submeter GPS per Endpoint	\$4.00
Modify or Replace Meter Box - Labor Only	\$52.00
Modify or Replace Double Meter Box	\$150.00
Modify or Replace Large Meter Box	\$250.00
Curb Stop/Valve Replacement	\$52.00
Concrete Cut Out Replace	\$950.00
Vac Truck per Week per Truck	\$1,500.00
Confined Space per Occurrence 1.5" and 2" (Permit Required)	\$300.00
Confined Space per Occurrence 3" and 4" (Permit Required)	\$450.00
Confined Space per Occurrence 6"+ (Permit Required)	\$600.00
Excessive Dig per Occurrence	\$20.00
Replace Meter Setter 1" and Less	\$30.00
Replace Meter Setter 1.5" and 2"	\$75.00
Re-Pipes/Re-Plumbing (1" or less)	\$52.00
Re-Pipes/Re-Plumbing (1.5" - 2")	Same as Meter Price
Re-Pipes/Re-Plumbing (3" - 12")	50% of Meter Price
Traffic Control per Occurrence	\$1,500.00
Customer Notification Mailers	\$0.85
Printed Door Tags	\$0.45
Automated Emails	\$1.05
Automated Calls	\$0.20
SMS per Message	\$0.20
Customer Missed Appointment Access Obstructed	\$26.00
Priority Out of Route Scheduling Week Days Only	\$10.00
Out of Scop Hourly Rate	\$85.00
Additional Plumbing Repairs (Per Tech/Per Hour)	\$200.00
Daily Charge for Clean Up / Blackout Days / Delays	\$1,000 per day / per tech

Additional Notes | Payment Terms

- This document is a budgetary quotation only. Final contract pricing will be negotiated prior to contract execution and may be adjusted based on addenda, clarified scope, or other project changes issued after the date of this quote.
Progress billing with invoices submitted weekly - Payment Terms 1% 10 / Net 30



Second Sight Systems is a turnkey solutions provider for utility communications and technical field services. Founded in 1999, our core services consist of meter services, tower services, fiber splicing services, and submetering services. Markets we serve include utilities, municipalities, government / military, and commercial property managers.

METER SERVICES

The premier provider of contracted metering services and utility field operations with the ultimate goal of improving efficiency, productivity, and response time. Our core of meter services spans electric, water, and gas to include AMI/AMR meter endpoint installation and maintenance, field and meter auditing, contracted meter reading services, and submeter installation, reading and billing. Our technicians act as an extension of our customers' existing team in order to maximize productivity and optimize utility billing requirements.

TECHNICAL SERVICES

Our technical services team consists of experts in the field of tower work, wireless networking & engineering, as well as fiber splicing. Our fully-certified Comtrain tower technicians offer a range of solutions from heavy tower rigging of antennas and microwave dishes to tower light replacement. As a provider of GE MDS radio solutions and fiber services, our technical services team is ready to provide you the best solutions to deliver and deploy your network communication infrastructure safely, securely, and efficiently.

At **Second Sight Systems** we are a highly capable and motivated team of professionals ready to provide engineering, installation, and maintenance services for a wide range of systems. Our mission is to always provide superior service to our customers, while striving to consistently exceed quality expectations. While no one can be the best at everything at Second Sight Systems we are the best at our thing!



METER SERVICES

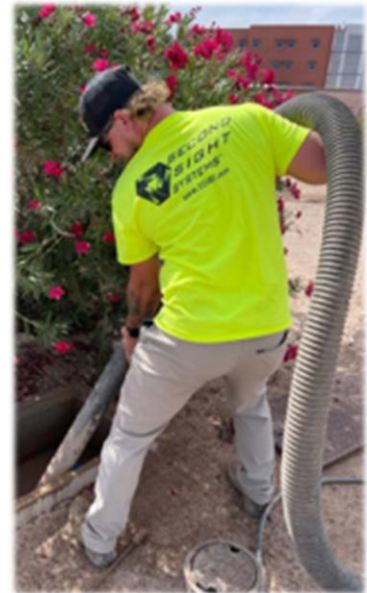
Meter Endpoint Installation

- Replacement / Installation of Electric, Water, and Gas Meters (including full change-outs)
- Utilization of ENSIGHT+ Work Order Management System for quality installation, project management, inventory management, and call center services
- Highly experienced project management and professionally trained technicians
- Turnkey deployment solutions for projects of all sizes
- Safety, experience, and resources delivered to every project



Meter Reading

- Contract meter reading services for electric, water, or gas utilities
- Scalable staffing from single-reader supplementation to full outsourced meter reading programs
- Rapid mobilization of trained meter reading personnel



Meter Auditing

- Pre- and post-AMI deployment field and meter auditing
- Customizable data capture and photographic documentation requirements
- ENSIGHT+ integration to ensure accurate audit data delivery

AMI Network Communications

- Installation of AMI routers, gateways, relays, and repeaters on water infrastructure, towers, poles, and related assets
- Turnkey network infrastructure services including H-frames, poles, and tower installations
- Complete AMI deployment capability from meter endpoint to network infrastructure

Ferguson Waterworks 2021 Contractor of the Year

TECHNICAL SERVICES

Tower Services

- Antenna, waveguide, and coax installation & testing by Comtrain-certified climbers
- Free-standing and self-supporting tower construction, including shelters
- Heavy rigging capabilities
- Tower decommissioning services
- FAA warning light system installation, repair, and maintenance
- Engineering surveys for electrical grounding and lightning protection
- Tower surveys for compliance with Motorola R56 standards

Wireless Data Systems

- AMI network infrastructure installation and maintenance
- Wireless SCADA communication for electric, gas, and water utilities
- GE MDS Orbit full-service solutions provider
- On-site path testing and propagation software analysis
- RF communication expertise including narrow band licensed, spread spectrum cellular, Wi-Fi, and microwave systems

Fiber Services

- OPGW fiber splicing services
- Overhead and underground fiber installation
- Fiber cabinet supply and installation



OPTIONAL PRE-DEPLOYMENT SURVEYS

In the current climate of stretched lead-times due to various supply chain issues across the globe, it's imperative to have an accurate inventory of a Utility's assets before material is ordered. A **Pre-Deployment Survey** can help to accurately capture critical endpoint data and assist in identifying field level concerns before they become a deployment nightmare. Here are some important takeaways:

- **No utility has 100% accurate data.** Performing the audit prior to installation allows the utility to correct any incorrect meter numbers or swapped accounts, minimizing RTUs (Return to Utility) for meter number mismatches.
- **Leaks** – We can identify leaks prior to installation—giving the utility time to make necessary repairs prior to deployment installation, which reduces the number of RTUs leaking upon arrival.
- **Materials** – During the survey, we may identify odd lay lengths and require additional materials onsite prior to deployment installation, so these can be replumbed properly.
- **Utility Theft** – It is uncommon for a utility to visit every meter every month, especially if they are on a drive-by or any type of automated reading system. Having a fresh set of eyes on the meter will help to identify utility theft, again reducing the RTUs for Suspected Tampering.
- **GPS coordinates** – During the survey we capture GPS data and tie these coordinates on the backend when the project is built for our work order management system. If the utility does not currently have GPS data for their meters already, we can provide that data back to the utility. Having these GPS coordinates already captured assures efficient routing for our meter techs—resulting in a faster, more efficient project completion.
- **Excessive digs, box replacements, lids replacement and drilling, etc.** – Having expert eyes on the meter and boxes before the installation, we can accurately assess the specific conditions beforehand and can quote more effectively for the installation (if applicable).



“What Does Second Sight Systems Bring to Seguin?”

1. Program Management Specialists: We strive to provide industry-leading, experienced project organization and a high-level of customer service to all our clients. One of our largest projects is a multi-year contract with Landis+Gyr across Illinois and Missouri with the following details:

- A specific Project Quality Management Plan
- Involved two publicly traded utilities with a service network over two states
- 1.3 million endpoints
- Involving over 40-45 highly trained staff members across the Ameren (and Spire) Footprint of Missouri & Illinois
- Services include:
 - Maintaining legacy AMR network for electric and gas
 - Meter Reading, **Meter Installation**, Maintenance, Audits
 - Call Center/Dispatching Services
 - Zero recordable safety incidents
 - Quality and performance of the program is at an all-time high

2. A Portfolio of Well-Known Partners: We bring to the table a resume of well-known partners and customers in the utility industry, which in turn helps to foster trust and feelings of assurance between The City of Seguin and their customers:

- Installation partners for Itron, Eaton, USG, Landis + Gyr, Honeywell, Core & Main, Ferguson, Master Meter, Sensus, Kamstrup, Mueller, Neptune and others.
- Investments are placed into national conferences for many of these meter manufacturers.



3. Experienced Leadership

Key Leadership

Matt Johnson

Position: Director, Utility Metering Services

Experience: 22 years

Expertise: AMI deployment across electric, gas, and water sectors; safety compliance and PPE enforcement; utility customer engagement; project and deployment management; installation training; and data quality oversight.

Notable Achievements: Successfully led meter deployment projects totaling over 1 million endpoints.

Jacob Benavides

Position: Program Manager

Experience: 12 years

Expertise: AMI/AMR water deployments; safety management; installation training; and data management.

Role: Project Management, Quality Control Supervisor

Certifications: PMP Certified

Notable Achievements: Nationwide endpoint deployments managed under the direct guidance of senior leadership.

TJ Mudd

Position: Director of Customer Relations | Metering

Experience: 16 years

Expertise: AMI/AMR deployments; safety management; installation training; and data management: relationship building.

Role: Project liaison between Operations and Project Stakeholders.

Notable Achievements: Nationwide AMI deployments in excess of 10M endpoints.

Evan Luthenauer

Position: Director of Customer Relations | Technical Services

Experience: 7 years

Expertise: Project management; safety management; RF/AMI deployments; large, distributed utility programs.

Role: Project liaison between Operations and Project Stakeholders.

Notable Achievements: Completed Edwards Air Force Base FTEL tower design and installation on time and under budget. 80+ AMI make ready sites for Landis+Gyr.

Talent Acquisition

Our hiring process draws from a combination of skilled utility professionals (when available and approved by the customer) and locally sourced candidates who undergo a rigorous vetting process. We also place a strong emphasis on employee referrals, as our team's knowledge of our operational standards and culture helps identify candidates who are both a skill and cultural fit—ensuring consistency and high performance across all projects.

4. **Industry-leading Safety Programs:** Second Sight's emphasis on the safety and well-being of our employees, customers, and subcontractors is our number one priority. Safety is a core value of our company culture and is at the forefront of how we operate as a company.

- We never take anything for granted when it comes to keeping our employees out of harm's way.
- Safety action plans that define the hazards (JHAs), event assessments, project specific mitigation actions, and continual improvement through annual goals.
- We have our own internal web portal for our Meter Techs that contains resources including videos and training materials focused on the best practices and processes to follow while out in the field.
- Our approach starts with hiring people who can be held personally accountable for their own safety as well as their co-workers which includes **a complete review of the SSS's safety program and individual safety contracts for all employees**. This sense of personal accountability is at the forefront of how we mitigate risk while on the job.
- Driver Training:
 - The employment background check includes DMV record check with annual updates on any reported driving infractions.
 - Real-time remote monitoring of vehicles through GPS technology installed on Meter Tech vehicles. Driving performance and scores are monitored by management and reviewed with Meter Techs.
 - Second Sight has developed a comprehensive "Driver Training" manual that consists of over 80 pages of training material that every Meter Tech must study during the onboarding process.
- We stand by our Safety Mission Statement. Safety is a **Value**, not just a **Priority!**
- Additional information is available upon request or as specified in the RFP

5. **Historical Regional Presence:** We are local to the Central US and the Mid-Atlantic and have been involved in many regional projects over the years. Here are some recent highlights:

- The company has been headquartered in Saint Louis, Missouri area for over 25 years.
- Meter and Modules Installation projects in TX, AZ, OK, MO, IL, MN, KY, OH, MD, VA, NC, SC, CO and LA during the years of 2019 -2026.
- We have been a GE MDS Radio distributor serving the Midwest for over 20 years.
- Awarded deployment of 550,000 Gas Module Project in Baltimore MD to be completed in 2028

- Awarded Electric Meter Reading Contract for DEMCO in Louisiana (8000-10000 meters per month).
- Awarded a 60,000 Gas Module Project for Spire MO East to be completed in 2025.
- Awarded a 15,000 Water Meter Installation Project for Duncan, OK completed in 2024
- Awarded a 12,000 Water Meter Installation Project for York, SC completed in 2024
- Completed \$50,000 Fiber Installation project for Evergy in Carrollton, MO
- Recently completed two \$300,000 Fiber Splicing Project for Evergy in NW Missouri
- Awarded a sizeable tower project involving Blue River WWTP in Kansas City, Missouri

6. Flexible Capabilities: Our company continuously evolves with the ever-changing needs of the individual utility and the industry as a whole. We take pride in striving toward the adage “the one stop shop”.

- Tower Maintenance & Installation Services, RF Communication Solutions, GE MDS Radio Distributor, Meter Installation & Reading Services, AMI Network Infrastructure Installation Services
- Fiber Installation & Splicing
- Smart Street Light installation (Photocell Replacement)
- Involvement in Utility SCADA Communication Projects as Supplier, Subcontractor, or Prime Contractor
- One of the few companies that provide a complete installation solution from meter endpoint to collector.
- We also provide a complete *submeter* reading solution for Commercial and Residential Properties by providing all necessary meter hardware, software, and billing solutions.

7. Quality: Bringing a quality Meter Installation Project while keeping down the costs to the local taxpayers.

- A clearly defined Quality Management Plan provided for this project consisting of the following:
 - **Quality Planning** – Defined Applicable standards
 - **Quality Assurance** – Best Practices, Team Meetings, and Audit Processes
 - **Quality Control** – Methods, Evaluations, and Forms
- By providing highly trained meter installation technicians, the utility can rest assured that staffing will remain stable, minimizing turnover and maintaining consistent crew performance throughout the duration of the contract.
- Years of experience have shown by investing in quality materials, equipment, hardware & software will greatly contribute to high quality outcomes of a project. We take great pride in continuing these practices year after year, to include some of the following:
 - Newer, low mileage fleet vehicles and high-end rugged laptops for field technicians
 - Internal Software systems, such as *Ensign+ Work Order Management System* and HubSpot CRM for Customer Service

- Because of our proven quality and safety processes that are already in place, the utility can rest assured the project will be completed safely and swiftly.

8. Community Trust and Credibility: We help to bring increased trust and credibility to the consumers of Seguin:

- Our company takes pride in a professional appearance, which has proven greatly in reducing customer issues. Here are some of the steps we take:
 - All employees and field technicians are fully vetted and screened via a 10-year criminal background check (see letter below)
 - All vehicles are professionally marked with clear signage for Second Sight Systems with both our website and our phone number highly visible.
 - The phone number will go directly to our dispatch call center where a live person will field any customer inquiries
 - All technicians will wear attire clearly designed with Second Sight Systems name, logo, and info, along with carrying a Utility Provided Identification Badge (typically provided by city Human Resources group).
- These steps will help to cut down on the number of phone calls from suspicious customers to the police or random messages on social media inquiring “What is this unmarked vehicle? Who is this person walking around in my neighbor’s yard?”



Professional Fleet:



Attire and PPE for Gas Meter Module Installation:



Attire and PPE for Electric Meter Installation:



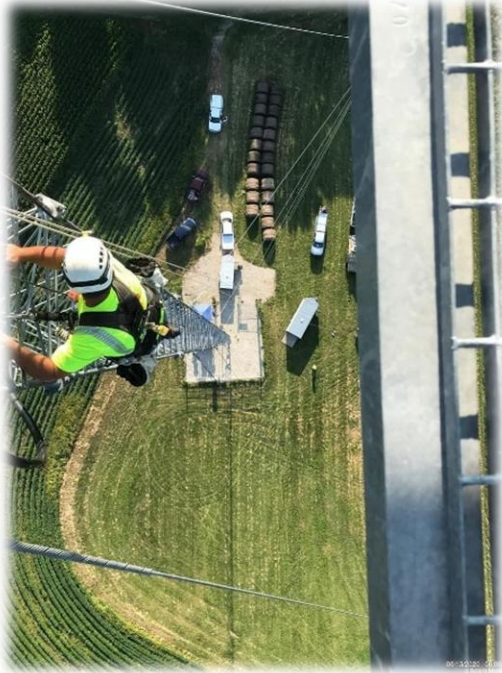
Attire and PPE for Water Meter Installation:



Headquarters:



Tower Services:



Letters of Reference

We strive to turn every customer we touch into a future project referral and testimonial. We are certain that by the conclusion of this project, Seguin, TX will be another thoroughly satisfied customer recommending SSS to any Utility! A few testimonials to highlight:

- Landis + Gyr:
 - *"I've served at Landis+Gyr for 30 years using multiple different contractors; however, I can say with 100% confidence that Second Sight Systems was one of the best decisions I made. Their professionalism, integrity, commitment, and hard work was noticeable within a matter of months. It was not long where I felt that Second Sight Systems was no longer a Contractor, but more of a partner in this great undertaking that was ahead. Many challenges happened over the years with major storms, the COVID Pandemic and with our 25+ year old technology, but for some reason, we (at L+G) never had to worry that we would not be able to provide the data to our Utility customers that we were contractually obligated to deliver because of Second Sights ability to prepare, plan and commit to delivering excellent service with an amazing safety record. Even our Utilities we were contracted with noticed this, the old saying "actions speak louder than words" proved to be true with them as both Utilities took notice of the excellent work they performed and were quick to contract directly with Second Sight when our contract for Managed Service expired. In the end due to a strong and honest work relationship, they were more looked at as part of the Family more than a contractor or Partner due to the relationship developed over the years. I wish the Second Sight team nothing but great success in the future and hope we find the opportunity to work together again. In the end, I can with confidence say that whatever company or organization hires Second Sight to do their work, will not be disappointed, but will find a dedicated and committed partner that will represent them with pride and excellent customer service."*
- Cross Timbers WSC:
 - *"Cross Timbers WSC is giving Second Sight permission to change out ALL meters more than the original meters planned. This may include some 1' meters as well. The two crew members have done an absolutely great job, and in my mind, they are ahead of what we were allowing for time. I'm impressed with the job the technicians are doing, and I would highly recommend them to work in any city without a prejudice. I'd like to also express our satisfaction with the program manager as the leader of this project. Please feel free to contact me with any questions or concerns."*

--from Rocky Hatfield, Water Superintendent
- Spire Energy:
 - *"Thank you for the efforts of Second Sight Systems on behalf of Spire. Our past years with SSS have been very good years, and I look forward to the months ahead. It is nice to know that meter reading and reading device maintenance are in good hands. Thanks again and keep up the good work!"*

-- From Tim Steinborn, Reading & Billing Analyst



March 13th, 2026

Garrett Luther
2355 E Camelback Rd., Suite 410
Phoenix, Az 85018

To Whom It May Concern,

On behalf of Ameresco, it is my pleasure to provide this reference letter for Second Sight Systems in recognition of their outstanding performance and partnership during the deployment of the Aclara Advanced Metering Infrastructure (AMI) project for the City of Hurst.

Throughout the duration of the project, Second Sight Systems consistently demonstrated a high level of professionalism, responsiveness, and operational thoroughness. Their team approached each phase of the deployment with clear communication, expert coordination, and an unwavering commitment to quality. From initial planning through final commissioning, they upheld Ameresco's standards and exceeded the expectations of our municipal client.

A particular strength of Second Sight Systems was their expertise in scheduling and managing commercial account installations, a critical component of a successful AMI rollout. They showed exceptional skill in coordinating access, minimizing disruption to businesses, and maintaining a seamless workflow that aligned with the city's timelines and requirements.

Additionally, their approach to customer issue resolution was exemplary. Whenever a question or unexpected challenge arose, whether technical or logistical, the Second Sight Systems team addressed it promptly, professionally, and with a solutions-oriented mindset. Their ability to quickly troubleshoot and resolve issues contributed significantly to maintaining project momentum and ensuring customer satisfaction.

Ameresco values partners who operate with integrity, technical proficiency, and a proactive mindset. Second Sight Systems embodies all of these qualities. Their performance on the City of Hurst AMI deployment reinforces our confidence in their capabilities, and we would not hesitate to work with them again on future projects.

If you require any further information, please feel free to contact us directly.

Sincerely,

Garrett Luther
Senior Manager Construction Services
Ameresco
gluther@ameresco.com



2533 E Camelback Rd, Ste 410
Phoenix, AZ 85016
P: 480.499.9150
ameresco.com

August 1, 2024

TJ Mudd
Deployment Program Manager
Metering Division
Second Sight Systems

TJ,

I wanted to take the opportunity to thank you and your team for the hard work and partnership that Second Sight Systems has provided on the last few projects. We appreciate SSS's willingness to work through some of the issues that have presented themselves on these recent projects. We look forward to maximizing the lessons that both of our companies have learned and doing many more projects together in the future.

Respectfully,

A handwritten signature in cursive script that reads "Russell Kennedy".

Russell Kennedy
Director of Construction
Rkennedy@ameresco.com



October 16, 2023

To Whom It May Concern,

I am writing this letter of recommendation on behalf of Second Sight Systems. Here at Ferguson Waterworks, we have partnered with Second Sight Systems to complete over twelve (12+) meter installation projects together in various states across the United States. Second Sight Systems continues to provide excellent service while working closely with local municipalities to minimize disruptions.

Second Sight Systems takes great pride in the services they provide. Safety is a primary focus of their organization, reinforced daily with onsite associates. Their team is experienced in installing various meter lines including Badger, Mueller, and Sensus. Through their use of the EnSight+ Work Order Management System, they consistently meet Ferguson and municipal data requirements in a timely manner.

The partnership between Ferguson Waterworks and Second Sight Systems has provided a complete solution for assisting municipalities in upgrading their metrology infrastructure. From tower installations and meter deployments to submetering opportunities, Second Sight Systems has repeatedly gone above and beyond to support Ferguson and our customers.

Second Sight Systems has also achieved Women's Owned Business Enterprise (WBE/WBENC) certification, further strengthening diversity within the industry. We look forward to continuing and expanding this partnership across the United States.

Sincerely,

Chris Dashiell

A handwritten signature in black ink, appearing to read "Chris Dashiell", written in a cursive style.

Sr. Project Management Manager

Ferguson Waterworks | Meter & Automation

Irmo, SC 29063

T: (803) 704-8206 C: (803) 600-1746

E: chris.dashiell@ferguson.com



To Whom It May Concern,

I am writing this letter of recommendation on behalf of Second Sight Systems. USG Water has utilized the installation services of Second Sight Systems on several Advanced Metering Infrastructure projects in various states with our utility customers. Second Sight Systems has provided excellent service and performance on the projects on which we have engaged them.

Their professionalism and attention to detail have been outstanding. They work well with our team as well as our customer's personnel to deliver the agreed upon scope of work in a timely and diligent manner. Their attention to safety is strong and we will continue to use them on projects we obtain.

Sincerely,

Frank L. Sublett
Director, Metering Implementation Services
Utility Services Group
Frank.sublett@usgwater.com | 678-662-6071



Having worked with Second Sight Systems on several projects, I can confidently attest to their professionalism, technical expertise, and commitment to quality. Their team is well-trained, efficient, and adheres to all safety protocols, ensuring that every installation meets rigorous quality control standards.

In addition, their open lines of communication throughout our shared projects and customer service efforts are commendable. They handle concerns and inquiries promptly, which has greatly contributed to overall project satisfaction. Their expertise and dedication make them an invaluable partner.

Stacey Spangler
Senior Program Manager, West – Construction
Mobile: 214.458.3538

Standard Operating Procedures

I. WAREHOUSE – Start of Day

1. Arrival at the warehouse/storage facility
2. Have tailboard meeting/safety meeting
3. Check the meter inventory to make sure count is correct and scan inventory for the day out

II. INSTALLATION

1. Meter Tech arrives at customer property and backs his work vehicle in when applicable, strobe light is turned “on” when in park, and safety cones are put out in front and back of work vehicle.
2. Confirm address matches what is listed on the handheld device.
3. Attempts to notify the homeowner by knocking on the front door of the home. Sample Script: “*Good morning, sir/ma’am. I am a subcontractor for **The City of Seguin**. I am here today to complete a water meter exchange. The service will be briefly interrupted during the process.*” If the meter is indoors, a door hanger is left, requesting the customer to call and reschedule. If the meter is outdoors, the technician will proceed with the installation.
4. Once the meter is located, conduct a visual inspection.
5. Verify old meter number matches handheld, enter old meter info including current meter read into handheld.
6. Take a picture of the old meter number.
7. Take picture of the final meter read. Install the new meter.
8. Verify that the new meter is working properly by taking a picture of the successful communication screen on the handheld.
9. Enter new meter information into handheld. Capture GPS coordinates at standard or sub-meter accuracy, as required by the utility.
10. Take a final site picture and make sure no trash or the old meter are left behind.

III. WAREHOUSE – End of Day

1. At the end of the day head back to the warehouse / storage facility
2. Count meters and confirm all old and new inventory are accounted for
3. Write installer initials and date on the box
4. Place new, unused units in the staging area to be scanned back into inventory and stack old meters on correct pallets with the date of the exchanges and the installers initials.
5. Turn in handheld device and route sheet and sync handheld.

EnSight+ Work Order Management System Overview

PRESS RELEASE

SECOND SIGHT SYSTEMS ADDS ENSIGHT+ AS ITS PRIMARY WORK ORDER MANAGEMENT SYSTEM FOR AMI DEPLOYMENTS

SAINT LOUIS, MO – August 10, 2020 -- Second Sight Systems, LLC, the leader in quality Wireless Utility Design, Engineering, and Installation Services, is proud to announce EnSight+ as the organization's new primary Work Order Management System (WOMS) for all future AMI Deployment Projects. EnSight+ is the top-rated, next generation WOMS currently used by many of the premiere AMI Meter Installation contractors across North America. EnSight+ is a highly effective mobile workforce management tool that features such key capabilities as:

- Work Order Management
- Scheduling, Routing, and Dispatch
- Quality Review
- Fleet Management
- Asset & Inventory Management

ENSIGHT+



"EnSight is an industry leading work order management system," said TJ Mudd, Second Sight System's AMI Program Manager. "Implementing it into our daily processes allows us to effectively manage and track both small- and large-scale deployments. Furthermore, it allows us to track our safety performance inside the system to ensure all work performed is done to the highest safety standard." These are strong words coming from TJ Mudd, who over the last decade has been involved or lead such AMI deployment projects as Dominion Power (2,200,000 meters), AEP Ohio (500,000 meters), and Duke NC (350,000 meters).

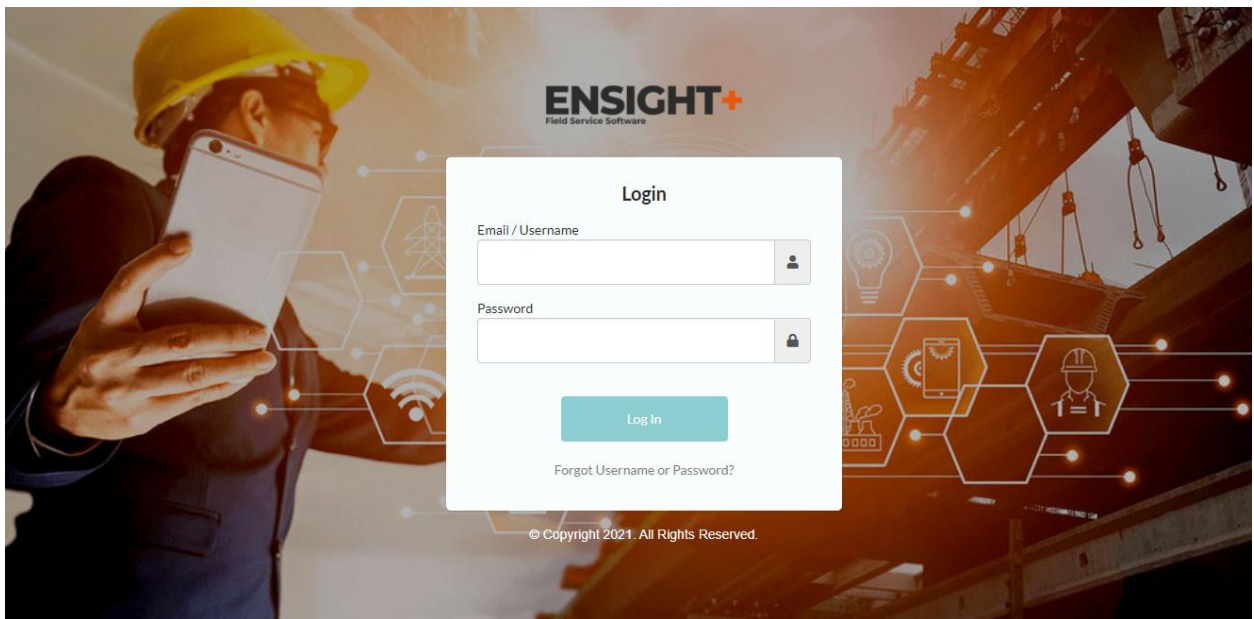
While many businesses and contractors are struggling through the grips of COVID-19, Second Sight Systems has taken this as an opportunity to further strengthen the quality of its AMI meter installation operations. This step will also further strengthen and compliment their numerous services offering. From services covering Tower Installation & Maintenance, AMI Infrastructure Installation, Meter Installation, Fiber Installation & Splicing, along with Commercial & Multi-tenant submetering; EnSight+ will certainly help Second Sight Systems to be the best solution for turnkey utility installation services in the US.

[Visit Second Sight Systems Website for More Information!](#)

Second Sight Systems has invested in one of the industry’s leading work order management platforms, **EnSight+**. This advanced system enables SSS to efficiently assign, track, and manage work orders, while also maintaining full visibility of inventory and assets, both in the warehouse and across field installation teams.

EnSight+ enhances oversight and ensures data accuracy by allowing real-time monitoring of installation quality and data entry. Compatible with both Android and Apple devices, EnSight+ has evolved through years of development and now integrates seamlessly with key software platforms, including *Itron FDM* and *Sensus Field Logic*. This integration enables **single-point data entry and activation within a unified workflow**, eliminating the need for multiple platforms and minimizing the risk of data entry errors.

Additionally, EnSight+ can integrate directly with any Customer Information System (CIS), ensuring seamless, automated data transfers to and from the utility. This eliminates manual entry of meter exchange data into the CIS, reducing errors and ensuring each exchange undergoes a **100% digital quality assurance process** before final submission.



Inventory Control

At the onset of each new project, all inventory is scanned into **EnSight+** to ensure an accurate initial count. Inventory is then tracked daily throughout the duration of the project. Each morning during the tailboard meeting, installation teams are assigned their daily inventory directly through the system.

While in the field, EnSight+ enforces inventory accountability by preventing technicians from installing any meter ID that has not been pre-assigned to their inventory. This control significantly reduces the potential for data entry errors. At the end of the day, any unused inventory is scanned back into stock and made available for reassignment the next morning.

This disciplined inventory management process ensures real-time visibility and traceability—allowing us to always know the exact location and status of every piece of serialized inventory.

Quality Control and Data Accuracy

Second Sight Systems maintains a dedicated Quality Assurance (QA) team responsible for monitoring the accuracy and integrity of every installation. Upon completion of each installation in the field, technicians capture five industry-standard photographs:

1. **Pre-installation site overview**
2. **Old meter face** (to verify the existing meter number and final read)
3. **Inside the meter can/pit** (to check for damage or irregularities)
4. **New meter face** (to confirm functionality and record the new meter number)
5. **Post-installation site photo**

Each day, the QA team generates a detailed report and cross-references these images with both the utility's provided data and the information captured in the field. The use of photographic evidence allows most discrepancies to be resolved quickly and accurately.

If a data error cannot be resolved due to a missing or unclear photo, or if the information cannot be confidently verified, the account is flagged and placed **on hold**. It is then returned to the field for re-verification before being re-submitted and integrated into the utility's Customer Information System (CIS).

Reporting

EnSight+ empowers Second Sight Systems to generate highly customized, real-time reports tailored to each project and utility partner. This powerful reporting capability enables us to monitor and compare scheduled versus actual installations, track daily production, generate inventory reports, and identify accounts where installations could not be completed.

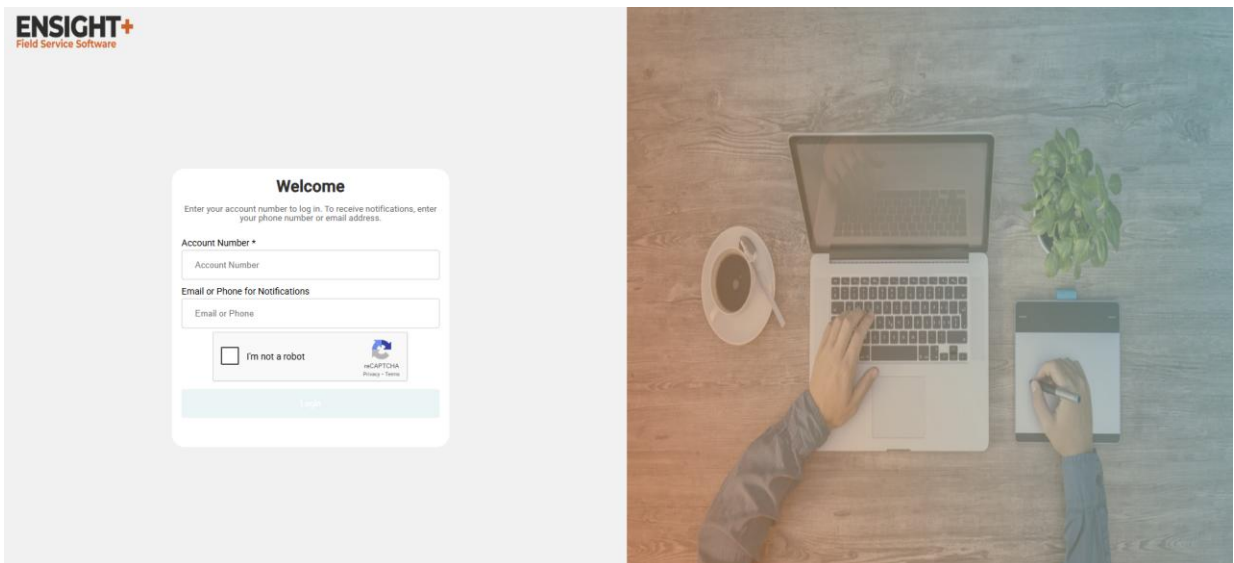
All reports are fully customizable and can be tailored to meet the specific needs of the utility. If a desired report isn't already available, it can be created and added quickly. To promote transparency and collaboration, utilities are granted **read-only access** to EnSight+, allowing them to view live installation progress and pull reports independently—without the risk of modifying any data.

Work Order Management

EnSight+ is built to efficiently track and dispatch work orders, whether individually or in bulk by route. This functionality allows us to follow the utility's preferred route or cycle order precisely, ensuring that each area is completed systematically and on schedule. By assigning work orders in this organized manner, we're able to keep installation teams operating within a tight geographic radius—enhancing both oversight and field safety.

Additionally, our call center operations and appointment scheduling calendar are fully integrated into the EnSight+ platform. This centralized system allows customer service representatives to manage appointments, update account statuses, and respond to customer inquiries in real time. Integration ensures seamless coordination between scheduling, field deployment, and customer communication, improving efficiency, reducing missed appointments, and enhancing the overall customer experience.

Our customer support model includes **bilingual call center capability**, allowing us to assist both English- and Spanish-speaking residents. Multilingual accommodations can be expanded based on community demographics and project needs to ensure equitable access and clear communication throughout the deployment.



ENSIGHT+

210 Sixth Avenue, Suite 3100
Pittsburgh, PA 15222
(833) 436-7444 | www.ensightplus.com

Disaster Relief & Cybersecurity Capabilities

Executive Summary

Enight Plus is a secure, resilient field service management (FSM) platform designed to safeguard operations in the face of disruption. By embedding disaster recovery and cybersecurity into every layer of the platform, Enight Plus strengthens continuity and safeguards sensitive data.

Disaster Relief

The platform is designed for high availability and rapid recovery in the event of disruptions. Our measures include:

- Data centers are deployed across multiple regions, reducing the impact of localized outages.
- Full weekly backups, daily incremental backups, and transaction logs are captured every 5 minutes to protect against data loss.
- We conduct regular simulations to validate recovery procedures and ensure operational readiness.
- The platform is scalable during demand surges, preserving performance under stress.
- The Enight Plus mobile application supports offline access, allowing installers to view and complete work orders even when network connectivity is weak or unavailable.

Cybersecurity

Security is a foundational design principle of Enight Plus. The platform implements a multi-layered security model aligned with industry best practices:

- Multi-factor authentication (MFA) for stronger user account security.
- Role-based access controls (RBAC) to minimize unnecessary exposure to sensitive data.
- All client data is encrypted in transit and at rest.
- Our infrastructure is protected by Intrusion Detection Systems (IDS), Endpoint Detection and Response (EDR), and malware prevention technologies.
- Automated code scanning and dependency checks in development.
- We conduct frequent vulnerability scans, independent penetration testing, and annual SOC 2 Type II audits.
- Incident response procedures are tested regularly, following NIST frameworks, to ensure coordinated action.

Why Enight Plus?

- Annual SOC 2 Type II audit and regular third-party testing prove that our controls meet the highest industry standards for security, availability, processing integrity, and confidentiality.
- Continuity and cybersecurity are integrated into every part of the platform, reducing downtime and operational risk.
- Every client engagement is guided by proactive protection, resilience, and trust, ensuring long-term confidence in the platform.

Conclusion

By combining disaster recovery readiness with robust cybersecurity controls, Enight Plus provides organizations with a strong foundation for continuity and resilience. We welcome the opportunity to discuss how Enight Plus can enhance your organization's resilience and support your critical operations.

Enight Plus, LLC | 210 Sixth Avenue, Suite 3100, Pittsburgh, PA 15222 | (833) 436-7444 | www.ensightplus.com

General Assumptions & Exceptions

(Applicable to All Scopes)

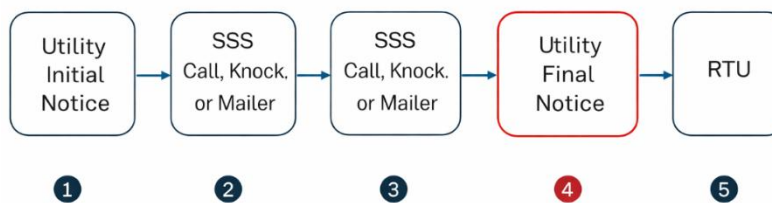
- Pricing assumes that neither Prevailing Wage nor Davis-Bacon requirements apply. If later determined to be applicable, SSS reserves the right to adjust labor pricing accordingly, including recovery of any retroactive wage differentials, fringe benefits, compliance costs, or administrative burdens associated with such requirements.
- Certified payroll reporting is not included. Should certified payroll become required, SSS reserves the right to invoice for the administrative time and associated costs necessary to prepare and submit required documentation.
- Assumes no union labor requirements. SSS is not required to become signatory to any collective bargaining agreement, enter into any union agreement, or maintain union affiliation as a condition of award or performance. If such affiliation is later deemed mandatory by a regulatory authority or the utility, SSS reserves the right to evaluate the impact on scope, cost, and schedule.
- Assumes no state, specialty contractor, or plumbing licenses are required to perform the defined scope of work in Seguin, TX.
- Assumes project inventory will be adequately stocked and available prior to mobilization. Inventory shortages or delays outside the reasonable control of SSS that result in two (2) consecutive days of productivity below 50% may result in:
 - Conversion to hourly or daily billing in lieu of unit pricing
 - Early demobilization fee (\$15,000)
 - Remobilization charges
- Assumes technicians will have access to a full 40-hour workweek (Monday–Friday, typically 8:00 a.m.–5:00 p.m.). Saturday work may be scheduled by mutual agreement.
- Delays or impacts outside SSS’s control that materially affect production may result in additional charges.
- Assumes use of ENSIGHT+ Work Order Management System for data capture and delivery (Excel export or system integration) on an agreed reporting cadence.
- SSS will manage initial customer complaints related to installation activities.
- Assumes no call center services are required.
- These assumptions and exceptions shall govern pricing and shall be incorporated into the final contract.

Water Scope – Specific Assumptions & Exceptions

- Assumes 100% of meters are located outdoors.
- SSS is not responsible for network connectivity or communication systems installed by others. If dispatched to a non-responsive endpoint and no installation error is identified, SSS reserves the right to charge a “no fault” trip fee. If a meter is deemed defective and requires RMA, a subsequent installation will be billed accordingly.
- Utility/others will provide assistance for emergency re-plumbs when required.
- Assumes no concrete work is required.
- Assumes any concrete cutout and replacement can be performed via dry cut. If wet cutting or water source access is required, additional charges will apply.

- Any preexisting infrastructure condition that prevents safe and compliant installation will be documented and returned to the utility for correction prior to SSS returning to complete the exchange.
- Assumes service line identification (lead/copper) can be completed inside the meter box. Soft digging outside the box will not be required.
- Standard box dig time is assumed to be 5–10 minutes. Dig times exceeding standard conditions will result in an excessive dig charge.
- Should the use of a hydrovac become necessary for pit cleaning, the ancillary charge listed in the Additional Water Meter Services tab reflects equipment rental only. SSS reserves the right to charge additional labor for operation of the equipment.
- Assumes warehousing will be provided by others.
- Pricing includes standard GPS capture with an expected horizontal accuracy of 2–4 meters. Requests for sub-meter or survey-grade accuracy are excluded and may be provided for an additional fee.
- Assumes standard installation consumables (gaskets, connectors, etc.) will be supplied by the utility.
- Obstructions preventing meter exchange will be documented and returned to the utility for correction prior to SSS remobilization.
- Assumes meters have accessible, functional shut-off valves.
- Assumes meters requiring Remote Disconnect Devices (RDD) will be ordered in the appropriate lay length. If standard lay length meters are supplied, pipe modification charges will apply.
- Assumes a clearly defined and mutually agreed Meter Access Program (MAP) will be established prior to contract execution.
- Assumes the utility will actively manage non-responsive customers within the MAP process.
- Upon completion of MAP efforts, accounts designated as RTU shall remain under utility ownership and will not be reopened for SSS return visits.
- Assumes active utility engagement, up to and including shut-off notices, to support maintaining an RTU rate at or below 3%.
- Accounts descoped by the utility shall not exceed 3% of the quoted quantities.
- Digital QA involves human validation; therefore, SSS guarantees a minimum 98% overall data accuracy across the duration of the program.

Meter Access Program Process Flow



Meet Your Key Players



TJ Mudd – Director of Customer Relations | Metering

With over **15** years of experience in the utility industry - including electric, water, and gas - he's built a career rooted in operational execution, field deployment, and customer connection. Currently serving as Director of Customer Relations | Metering at Second Sight Systems, he focuses on building new relationships, strengthening existing partnerships, and bridging the gap between operations and customer experience with transparency and trust.

His background spans a wide range of roles, from billing and customer service to AMI mass meter deployments, in excess of **10M** endpoints. This cross-functional experience allows him to understand challenges from every angle, technical, logistical, and human, offering solutions that are both practical and customer-focused.

Key Areas of Expertise:

Project Leadership & Workflow Optimization: Skilled in managing full-cycle AMI deployments and improving process efficiency.

Customer Engagement & Partnership Management: Focused on building collaborative relationships that align service delivery with client goals.

Team & Talent Development: Experienced in employee training, onboarding, and leadership at scale.

Data-Driven Decision Making: Able to translate performance metrics into clear, actionable strategies.

Safety & Compliance Leadership: OSHA-certified with strong knowledge of PPE policies, training, and enforcement.

At the heart of his work is a passion for people, mentoring teams, supporting clients, and creating space for clear communication and mutual success. He takes pride in leading with integrity, aligning execution with purpose, and ensuring that every project reflects both excellence and empathy.



Jacob Benavides – Program Manager | Regional Metering Operations

With over 13 years of experience in the water meter industry, spanning residential, commercial, and large-scale utility projects, Jacob Benavides has built a career centered on operational leadership, project execution, and technical expertise. Currently serving as Program Manager at Second Sight Systems, he oversees regional metering operations, driving efficiency, safety, and quality across multi-state deployments.

Jacob’s career progression, from field technician to owning his own metering company, to regional and program manager for SSS, gives him a unique, end-to-end perspective of utility operations. His background includes managing AMI/AMR projects, mentoring crews, optimizing workflows, and ensuring compliance with regulatory and client standards. Having specialized as a large-meter installation and

troubleshooting expert, he combines deep technical knowledge with proven leadership in scaling operations.

Key Areas of Expertise:

- **Project & Program Leadership:** Skilled in managing complex utility projects, from planning and budgeting to execution and closeout.
- **Large Meter Specialization:** Advanced expertise in large commercial meter installation, upgrades, and troubleshooting.
- **Team & Contractor Management:** Experienced in leading, mentoring, and coordinating multi-site crews for high-volume deployments.
- **Client Engagement & Relationship Building:** Trusted liaison between utilities, contractors, and corporate leadership, ensuring alignment and satisfaction.
- **Operational Excellence:** Focused on process optimization, quality assurance, and risk management to maximize efficiency and minimize downtime.

At the core of Jacob’s career is a commitment to hard work, integrity, and results. He takes pride in building strong teams, solving technical challenges, and delivering projects that meet the highest standards of safety, quality, and client trust.



Matt Johnson – Director of Utility Services | Metering

With over **22** years of experience in the utility industry spanning electric, water, and gas, Matt Johnson has built a career defined by operational excellence, customer focus, and team development. Currently serving as Director of Utility Services | Metering at Second Sight Systems, Matt leads large-scale deployments and drives strategic initiatives that align technical execution with client needs.

His background includes key roles in Information Technology and field supervision, giving him a unique perspective on both the systems and the people that power utility operations. He has successfully led major projects, including an **800,000**-point gas project and a **1.2 million**-endpoint electric deployment, reading, and maintenance program, consistently delivering results that exceed expectations.

Matt is known for his commitment to understanding and meeting customer goals, fostering trust through transparency, and mentoring the next generation of utility professionals. His leadership style emphasizes collaboration, accountability, and continuous improvement.

Key Areas of Expertise:

- **Project Execution & Deployment Strategy:** Proven success in managing complex utility rollouts across electric and gas sectors.
- **Customer-Centric Operations:** Dedicated to aligning service delivery with client expectations and long-term goals.
- **Mentorship & Talent Development:** Passionate about coaching and growing high-performing teams.
- **Cross-Functional Leadership:** Experienced in bridging IT, field operations, and customer service for seamless execution.
- **Results-Driven Management:** Focused on delivering measurable outcomes through strategic planning and hands-on leadership.

At the core of Matt’s work is a belief in leading with integrity, empowering others, and creating solutions that are both practical and people-focused.

**Evan Luthenauer – Director of Customer Relations | Technical Services**

With **7 years of experience** in the telecommunications and utility infrastructure industry, Evan has built a career grounded in technical execution, project leadership, and customer-focused delivery. Currently serving as **Program Manager / Director of Customer Relations – Technical Services at Second Sight Systems**, he leads complex tower, network, and utility programs while strengthening client partnerships and driving sustainable growth across multiple markets.

His background spans tower construction, modifications, removals, rooftop and safety system installations, PLTE and AMI network deployments, and multi-site program management. Having worked closely with utilities, municipalities, engineering firms, and subcontractors, he brings a well-rounded perspective that balances field realities with operational planning, budgeting, and customer expectations. This cross-functional experience allows him to proactively identify risks, protect margins, and deliver projects that are both technically sound and client-aligned.

Key Areas of Expertise:**Program & Project Management:**

Experienced in leading large-scale, multi-site telecom and utility infrastructure programs from estimating through closeout, ensuring schedules, budgets, and scope are consistently met.

Customer Relations & Business Development:

Focused on building long-term partnerships through transparency, responsiveness, and a deep understanding of client objectives, translating technical work into clear value for stakeholders.

Operational & Financial Oversight:

Skilled in estimating, cost control, margin analysis, and subcontractor management, with a strong emphasis on profitable execution and scalable operations.

Field & Safety Leadership:

Hands-on knowledge of tower and rooftop environments, safety systems, OSHA compliance, and best practices for protecting crews while maintaining productivity.

Team Coordination & Talent Growth:

Experienced in supporting crew development, onboarding, and collaboration between field teams, engineering partners, and leadership to drive consistent performance.

At the core of his work is a commitment to accountability, clear communication, and practical problem-solving. He takes pride in bridging the gap between field execution and client expectations, leading with integrity, and delivering infrastructure solutions that support both immediate project success and long-term partnerships.



Kenneth Nash – Regional Program Manager

With over 25 years of experience across program management, logistics, and strategic operations, Ken has built a career rooted in leadership, innovation, and mission success. His background spans both public and private sectors, from leading multi-million-dollar defense programs at Northrop Grumman to serving as a U.S. Navy Captain, demonstrating his ability to optimize performance, manage risk, and deliver results under pressure.

As a proven leader in both government and industry, Ken has overseen complex logistics systems, managed global supply chains, and directed high-visibility programs exceeding \$30M in value. His unique blend of technical expertise, operational execution, and people-focused leadership ensures that every project balances efficiency, compliance, and customer satisfaction.

Key Areas of Expertise:

- **Program Leadership & Development:** Skilled in managing multimillion-dollar programs, aligning goals with customer needs, and delivering measurable results.
- **Logistics & Supply Chain Optimization:** Experienced in large-scale logistics operations, government property management, and global vendor relationships.
- **Strategic Planning & Risk Management:** Adept at analyzing complex challenges, mitigating risks, and implementing long-term operational strategies.
- **Customer & Stakeholder Engagement:** Trusted partner to U.S. Government, defense clients, and global contractors, fostering transparency and collaboration.
- **Military & Maritime Operations:** Retired U.S. Navy Reserve Captain with extensive command experience, decorated with Bronze Star and Meritorious Service Medals.

At the core of his work is a dedication to service, integrity, and results. Whether leading military operations, guiding high-stakes defense programs, or mentoring teams, Ken brings a steady hand, a strategic mindset, and a passion for solving problems that matter.

**James Douglas – Manager – Safety | Quality | Compliance**

With over **10** years of experience in the utility industry, spanning gas and electric metering, field installation, and meter reading, James Douglas has built a career rooted in safety, operational excellence, and workforce development. Currently serving as **Manager: Safety, Quality, and Compliance** at Second Sight Systems, he ensures that safety, quality assurance, and compliance remain the foundation of every project, crew, and operation.

James began his career in the field, reading meters and installing gas and electric modules, giving him firsthand knowledge of the challenges technicians face daily. His leadership path included years as a supervisor, where he delivered weekly safety topics and embedded a safety-first culture across teams. Since stepping into the safety and compliance leadership role in January, he has leveraged both his practical field background and the mentorship he received from the prior safety manager to advance Second Sight's programs with confidence and continuity.

Key Areas of Expertise:

- **Safety, Quality & Compliance Leadership:** Deep knowledge of OSHA standards, PPE requirements, and utility industry best practices. Skilled in creating training and QA programs that emphasize real-world application.
- **Field Operations & Risk Mitigation:** Hands-on understanding of gas and electric meter installation, with the ability to anticipate and address risks before they impact crews or customers.
- **Team Training & Mentorship:** Experienced in coaching technicians, supervisors, and leaders to recognize hazards, maintain compliance, and prioritize safety and quality at all times.
- **Culture Building & Accountability:** Proven track record of promoting responsibility, consistency, and compliance across all levels of the organization.

At the heart of James's work is a belief that safety and quality are more than policies—they are culture, communication, and care for the people in the field. He takes pride in leading with integrity, ensuring that every technician returns home safely, every deployment meets quality standards, and compliance remains not just a requirement, but the benchmark of success.

Recent and Relative Project Experience

Second Sight Systems has extensive experience delivering large-scale water, electric, and gas meter replacement programs for municipal and investor-owned utilities. The projects below reflect a range of system sizes, access conditions, and operational complexity comparable to Seguin's anticipated program.

Municipal Water Meter Programs

- **Duncan, OK** – Approximately 13,000 water meters
Citywide residential meter replacement program consisting of 100% outdoor installations, requiring consistent daily production, coordinated routing, and accurate asset data capture.
- **Hurst, TX** – Approximately 13,000 water meters
Full water meter replacement program paired with a pre-deployment lead service line survey, supporting asset validation, regulatory reporting, and improved installation readiness.
- **Richmond, TX** – Approximately 9,000 water meters
Residential water meter replacement program involving structured customer coordination, route optimization, and detailed production reporting.
- **Lexington, NC** – Approximately 12,500 water meters
System-wide meter replacement across varied access conditions, supported by contractor-led scheduling and field execution.
- **York, SC** – Approximately 8,000 water meters
Municipal water meter replacement emphasizing customer outreach, access management, and steady installation throughput.

Large-Scale AMI & Indoor Meter Experience

- **Ameren Missouri & Spire Missouri** – Approximately 1.3 million electric and gas meters
Multi-year AMI and meter services programs including installation, maintenance, auditing, and field support across multiple service territories, requiring strict safety compliance and large-scale workforce coordination.
- **Baltimore Gas & Electric (BGE), MD** – Approximately 550,000 indoor gas modules
Predominantly indoor installations requiring appointment scheduling, customer access coordination, and consistent quality control at scale.

Second Sight Systems is an Official Certified WBE Business

WBENC
WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Second Sight Systems, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: July 15, 2022
Expiration Date: July 31, 2026
WBENC National Certification Number: WBE2201698

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Erica T. Kuhlman
Authorized by Erica Kuhlman, President & CEO
Women's Business Development Center - Midwest

WBDC
IGNITES BUSINESS GROWTH

NAICS: 238990
UNSPSC: 8112000

CERTIFICATE OF MEMBERSHIP

This is to certify that

Second Sight Systems

is a member in good standing with NATE

with the status of Principal Contractor Member

for the period of July 1, 2025 to June 30, 2026

NATE
THE COMMUNICATIONS INFRASTRUCTURE
CONTRACTORS ASSOCIATION

UBI
NATE CHAIRMAN

Sidd Shetty
NATE PRESIDENT & CEO

 **Avetta** | **Diversity Leader**
2025

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Second Sight Systems, Llc



AWARDED BY
Arshad Matin
President & CEO



It's real.

CITY OF SEGUIN

205 N. RIVER

SEGUIN, TEXAS 78155

REQUEST FOR BIDS – Bid No. AF-2026-39

MTU Replacement for STAR Meters

**Bids Due:
March 24, 2026, by 3:00 PM**

**PUBLIC NOTICE
CITY OF SEGUIN
INVITATION FOR BIDS
AF-2026-39**

The City of Seguin is accepting sealed bids for:
MTU Replacement for STAR Meters

Sealed Bids will be received by the City of Seguin, electronically through the City's BidNet site <http://www.bidnetdirect.com/texas/cityofseguin> until 3:00 P.M., Tuesday, March 24, 2026.

Bids will be opened and read publicly in the Council Chambers of City Hall, address 210 E. Gonzales, Seguin TX 78155 at 3:00 P.M. on that date.

Bids received after the time and date set for submission will be disqualified.

The City of Seguin reserves the right to reject or accept any and all proposals and to waive informalities. The City Council's decision will be final.

**STEVE PARKER
CITY MANAGER
CITY OF SEGUIN, TEXAS**

ADDENDUM FORM
Bid # AF-2026-39

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED _____ ADDENDUM NO. 4 DATED _____
ADDENDUM NO. 2 DATED _____ ADDENDUM NO. 5 DATED _____
ADDENDUM NO. 3 DATED _____ ADDENDUM NO. 6 DATED _____

- The Undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid as to prices, terms, or conditions of said bid has not been communicated to any other bidder prior to the official opening of this bid.
- The Undersigned certifies that pursuant to Section 2270.002 of the Texas Government Code, Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.
- The Undersigned certifies that pursuant to S.B 19, Bidder does not boycott energy companies and will not boycott energy companies during the term of the contract.
- The Undersigned certifies that pursuant to S.B. 13, Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Second Sight Systems

Company Name

Timothy J. Mudd

Authorized Signature

12949 Maurer Industrial Drive

Address

Timothy J Mudd

Printed Name

Saint Louis, MO. 63127

City, State, Zip Code

Director of Customer Relations | Meterng

Title

270-287-3569

Phone No.

3/13/2026

Date

Email Address: tj.mudd@sssf.com

Bid # AF-2026-39
DUE DATE: 3/24/26

Bid Form – Schedule of Unit Prices
MTU Replacement for STAR Meters Project
City of Seguin
Bidder Name: Second Sight Systems, LLC
Date: 3/13/2026

The undersigned agrees to perform the work described in the Contract Documents for the following unit prices. Payment will be based on actual verified quantities installed or completed.

A. Meter Survey & Evaluation

Includes full field survey, condition assessment, meter size verification, serial number verification, found meter reading, pit location verification, lid condition/material documentation, lead and copper rule, data entry, and CMEP-formatted file delivery.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Total
A-1	Meter Survey & Evaluation	2,600	Each	\$ <u>20.00</u>	\$ <u>52,000.00</u>

B. MTU Removal & Installation

Includes removal of existing STAR endpoint, installation of City-provided Aclara RF MTU, programming, configuration, system validation, and confirmation of communication with Aclara head-end.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Total
B-1	Remove & Install Aclara RF MTU	2,600	Each	\$ <u>\$24.00</u>	\$ <u>62,400.00</u>

C. Water Meter Replacement (City-Provided Meter)

Unit prices shall include removal of existing meter, installation of City-provided meter, reconnection, testing, documentation, and restoration of meter box to operational condition. Minor adjustments and standard reconnections are considered incidental to this unit price.

Item No.	Meter Size	Estimated Quantity*	Unit	Unit Price	Extended Total
C-1	5/8" x 3/4"	TBD	Each	\$ <u>52.00</u>	\$ <u>52.00</u>
C-2	1"	TBD	Each	\$ <u>62.00</u>	\$ <u>62.00</u>
C-3	1½"	TBD	Each	\$ <u>350.00</u>	\$ <u>350.00</u>
C-4	2"	TBD	Each	\$ <u>350.00</u>	\$ <u>350.00</u>
C-5	3"	TBD	Each	\$ <u>450.00</u>	\$ <u>450.00</u>
C-6	4"	TBD	Each	\$ <u>650.00</u>	\$ <u>650.00</u>

*Meter replacement quantities will be determined based on survey findings and City authorization.

Bid Summary

Description	Extended Total
Total – Meter Survey	\$ <u>52,000.00</u>
Total – MTU Removal & Installation	\$ <u>62,400.00</u>
Total – Water Meter Replacement	\$ <u>1,914.00</u>
Total Estimated Bid Amount	\$ <u>116,314.00</u>

Pricing Clarifications

- Unit prices shall include all labor, supervision, transportation, tools, equipment, incidentals, data management, and overhead necessary to complete the work.
- Quantities shown are estimates only and are not guaranteed.
- Payment will be made based on actual verified quantities completed.
- Survey, MTU installation, and meter replacement pricing shall not be combined or bundled.

Project Name: MTU Replacement for STAR Meters Project

Bid No.: AF-2026-39

Issuing Entity: City of Seguin

Location: Seguin, Texas

Date Issued: 3/8/26

1. Project Overview

The intent of this Request for Bid is to secure a contract for the purpose of replacing approximately **2,600 Meter Transmission Units (MTUs)** on the City's **STAR Meters** throughout the City of Seguin's utility service area. Please see **Exhibit A** for the City of Seguin's Water CCN. While a portion of this system has already been upgraded to RF infrastructure, this initiative will complete the transition of the remaining endpoints to a unified **Advanced Metering Infrastructure (AMI)** platform.

The combined effort across both service areas is a foundational step toward enhancing:

- Billing accuracy
 - Utility operations and efficiency
 - Remote meter data collection and management
 - Future integration with the **Outage Management System (OMS)** scheduled for deployment later this year
-

2. Objectives

- Replace 2,600 MTUs on the legacy STAR meters within the Seguin service area
 - Conduct a survey of the meters prior to MTU installation to determine if water meters will need to be replaced
 - Ensure all meters are AMI-compatible and fully integrated into the Aclara system
 - Improve operational data flow, reduce the need for manual field visits, and enhance remote diagnostics and system visibility
 - Establish a unified metering infrastructure as the baseline for upcoming integration with the Outage Management System (OMS)
-

3. Scope of Work

The contractor shall execute the following workflows, survey efforts, and installation tasks to support the full deployment of AMI-compatible meters across the City of Seguin's service area. For clarity, the City will be providing the MTUs. In the event any existing water meters are found to be damaged, non-functional, or in poor condition through the meter survey, the Contractor will also be required to replace the water meter. The City will provide replacement water meters; however, the Contractor will be required to coordinate directly with the City for meter inventory control and delivery scheduling.

A. Meter Survey & Evaluation

Prior to MTU installation, the Contractor shall conduct a comprehensive field survey and evaluation of each meter location to determine whether the existing water meter is suitable for continued service or requires replacement.

The survey scope assumes standard water meter data collection, including, but not limited to:

- Meter box condition
- Meter size
- Existing plumbing configuration and overall plumbing condition
- Meter serial number verification
- Found meter reading
- Pit location verification
- Lid condition and lid material/composition
- Lead and Copper Rule service line material identification per TCEQ
 - Material list to be identified as one of the following: Cast Iron, Copper, Galvanized, PEX, PVC, Lead, or Unknown

In addition to the above, the Contractor shall:

- Evaluate overall meter operability and physical integrity
- Identify broken registers, damaged bodies, leaks, or compromised fittings
- Document any unsafe, inaccessible, or non-compliant installations
- Photograph meter installations where deficiencies are identified
- Flag meters requiring replacement and provide daily reporting to the City for coordination

The Contractor shall not replace any water meter without prior confirmation and coordination with the City unless otherwise authorized in writing.

Survey findings shall be captured within the Contractor’s **Work Order Management System (WOMS)** and delivered in **CMEP (California Meter Exchange Protocol)** format for integration into the City’s AMI and CIS platforms.

B. Workflows

- Install a new meter endpoint
 - Program an existing endpoint to operate within the updated AMI system
 - Remove old endpoints and install new ones as required
 - All removed meters and MTUs remain property of the City and will be stored in a location to be mutually agreed upon by City and Contractor.
 - Coordination with City’s representative will need to occur
 - Disposal of old meters and MTUs to be coordinated with the City
-

C. MTU Installation

- Remove approximately 2,600 STAR water MTUs
- Install approximately 2,600 Aclara RF MTUs, pre-programmed to City of Seguin specifications prior to field installation. Breakdown of type of meter, MTU, and quantity provided in **Table 3C.1**

Table 3C.1: Approximate Number of STAR Meters

Meter Type	MTU Type	Quantity
5/8” x 3/4”	3451 Extended Range	2307
1”	3451 Extended Range	78
1 ½”	3451 Extended Range	52
2”	3451 Extended Range	78
3”	3451 Extended Range	7
4”	3451 Extended Range	5

- Install MTUs under meter lids using stainless steel screws
 - The selected contractor must identify or provide the screw manufacturer

- Ensure proper placement, orientation, and connectivity for all new meter endpoints
 - Update all meter records within Aclara database post-installation
 - Contractor must utilize a WOMS capable of providing installation and configuration data in CMEP format to ensure accurate and seamless communication with the utility's AMI system
 - At the end of each working day, files will need to be transferred to the CIS which will then push updates to Aclara's database
 - The quantity of MTUs shown has been generated from the best information available but is not guaranteed to be the exact number of units necessary for completion of the project. The selected Bidder will be required to install the actual quantity of all components necessary during the deployment process at the established unit price.
-

D. Programming and Configuration

- Verify functionality of each installed or reprogrammed endpoint
 - **CMEP-Formatted Installation Data**
 - Provide all meter and MTU installation data in CMEP format for seamless integration with the City's AMI and utility billing systems
 - Data must include meter serial numbers, MTU IDs, GPS coordinates (if available), install dates, installer IDs, and status codes
 - **Updated Aclara System Files**
 - Submit validated endpoint data to the Aclara head-end system following installation and programming
 - Ensure all new endpoints are properly registered, active, and communicating within the Aclara platform
 - Troubleshoot and resolve any issues related to endpoint programming, communication failures, or data transmission inconsistencies
 - Contractor shall be fully equipped to conduct AMI communication remediation with no assistance from City personnel
-

4. Deliverables

- **Weekly Work Summary Reports** including quantity of installs by meter type, exceptions, and issues encountered
 - The Aclara database should update automatically daily once Tyler sends over the exchanged meters
 - City will notify contractor if any issues are discovered
 - Complete documentation for all MTU installations and meter replacements
 - Digital photos of meters and MTUs before, during and after installation stored on the WOMS for documentation
 - A successful and complete meter & MTU installation is defined as any meter installed to manufacturer's specifications where the data has been accurately transferred to the AMI system and reads at least once electronically.
 - Provide a final closeout report summarizing total installs, issues resolved, and overall project compliance
-

5. Project Timeline

- **Start Date:** April 2026
 - **Completion Deadline:** July 2026
 - Bi-Weekly progress meetings will be held to align project pace and resolve field issues proactively.
-

6. City Responsibilities

- Furnish the MTUs as listed in **Table 3C.1**
- Provide a spreadsheet or electronic file of the addresses needing MTU replacement
- Provide initial customer notification to inform residents that their MTU is scheduled for replacement
- Will provide a location to store the removed meters
- Setup regular project meetings in-person at the Utilities Operation Center
- After completion of the meter survey, the City will provide the water meters needing replacement

7. Contractor Responsibilities

- Furnish trained personnel, tools, transportation, and materials unless specified otherwise
 - Contractor shall be fully equipped to conduct meter replacement/repair and AMI communication remediation with no assistance from City personnel
 - Provide customer door hangers to inform residents that their MTU and possibly water meter is scheduled for replacement and 48-hour notice to commercial customers
 - The contractor is responsible for drafting the door hanger and submitting it to the City for review and approval prior to distribution
 - At the time of replacement, Contractor will knock on the customer's door to make sure the customer knows their meter will be replaced and they will experience a momentary outage
 - Any damage to the setting or surroundings which is the result of a repair/replacement or negligence by the Contractor shall become the expense and responsibility of the Contractor to correct.
 - Handle return of removed meters in accordance with utility policy
 - All equipment and technology furnished and installed shall be in accordance with accepted industry methods and practices. All work shall be in strict compliance with local and state codes, ordinances, laws, and policies.
 - Maintain safety compliance and minimal service disruption
 - There shall be no additional charge/fee for multiple trips to a specific site or location.
 - Coordinate daily/weekly schedules with utility staff for the issuing of the meters
 - Attend regular project meetings in-person
-

8. Bid Requirements

All submitted bids must include the following components to be considered complete:

- **Company Overview & Relevant Experience**
 - Summary of the company's background, years in operation, and areas of specialization
 - Detailed description of relevant experience with AMI meter replacement projects, particularly involving Aclara systems or similar technologies
- **Proposed Project Team**
 - Organizational chart showing roles and responsibilities
 - Resumes of key personnel, including project manager, field supervisors, and AMI integration specialists
 - Certifications or training relevant to utility meter installations and AMI deployments
- **Project Timeline & Resource Allocation**
 - Proposed start and completion dates, including phasing
 - Workload distribution and resource planning to meet project milestones
 - Availability of staff and equipment to complete both phases of the project without delays
- **Itemized Pricing & Payment Schedule**
 - Detailed cost breakdown by task, meter type, labor, equipment, materials, and data services.
 - The Bidder shall provide separate, clearly defined unit pricing for the following components:
 1. **Meter Survey & Evaluation (Per Location Price)**
 - Unit price per meter location surveyed
 - Includes all labor, data collection, documentation, evaluation, reporting, and CMEP-formatted data delivery
 - Price shall apply regardless of whether the meter ultimately requires replacement

2. MTU Removal and Installation (Per Unit Price)

- Unit price for removal of existing endpoint and installation/programming of new MTU
- Includes programming, configuration, system validation, and data integration

3. Water Meter Replacement (Per Unit Price by Meter Size)

- Separate unit pricing by meter size (5/8" x 3/4", 1", 1½", 2", 3", 4")
 - Includes removal of existing meter, installation of City-provided meter, reconnection, testing, documentation, and restoration of the meter box to operational condition
 - Any minor adjustments, standard reconnections, lid reseating, or typical field conditions necessary to complete a standard meter replacement shall be considered incidental to this unit price
- Survey services, MTU installation, and meter replacement shall not be bundled into a single lump sum. Each component must be priced independently to allow the City to pay only for work actually performed.
 - The quantity of MTUs and potential meter replacements is based on the best available information but is not guaranteed. Payment will be based on actual verified quantities completed at the established unit prices.
 - Proposed payment schedule tied to project milestones or completion percentages.
 - Clearly stated terms for change orders or unforeseen conditions.

• References for Similar AMI Projects

- At least three references from recent projects of similar size and scope
- Include project name, client contact information, scope of work, and project outcome
- Preference will be given to contractors with prior experience in Aclara RF AMI system implementations

Exhibit A
City of Seguin's Water CCN

Seguin Water CCN

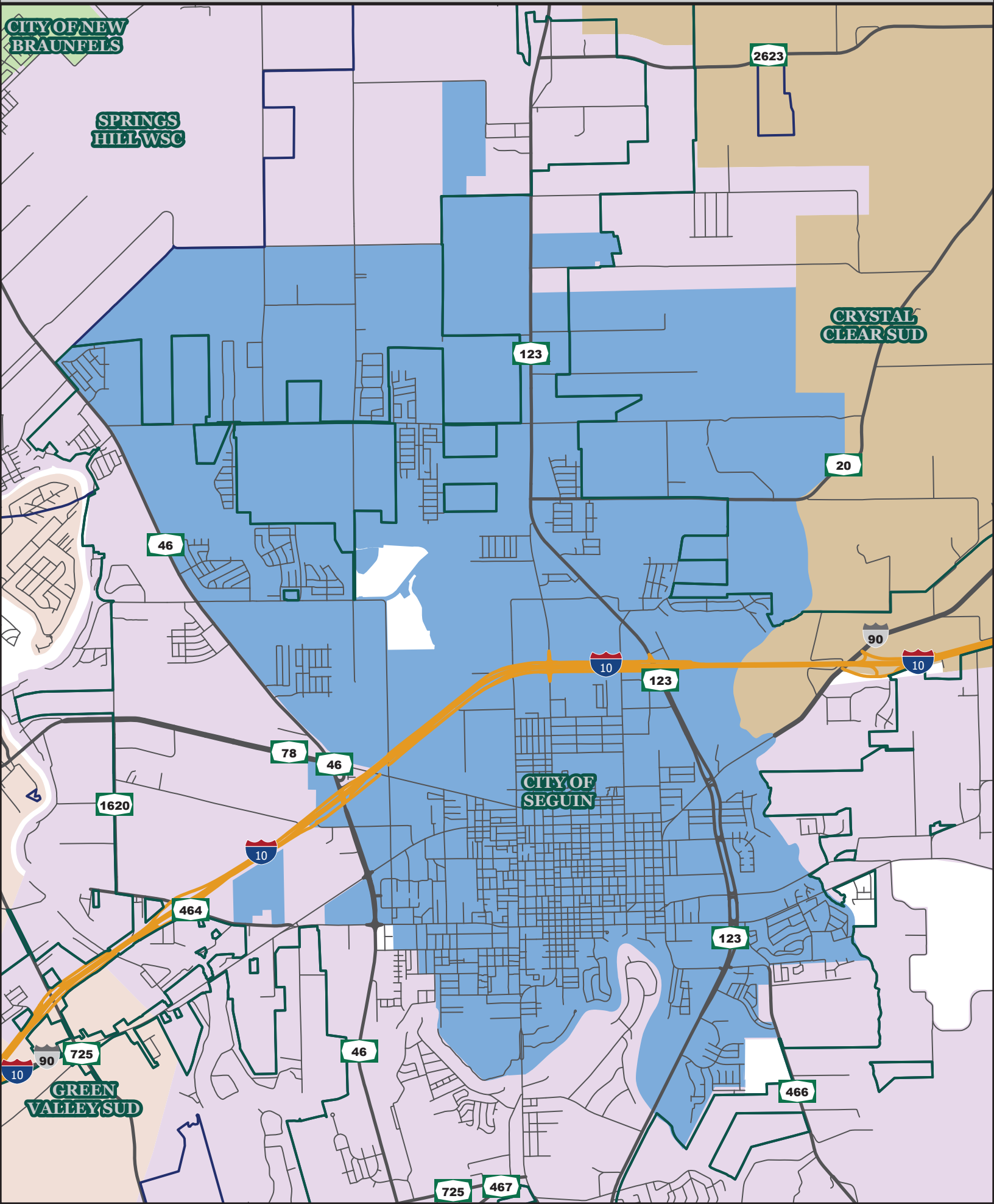
0 4,800 Feet



SEGUIN
TEXAS

This map is for information purposes only and represents the best data available at the time of printing. The City of Seguin assumes no liability for errors on this map or use of this information.

It's real.



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 _____, _____, _____, _____, _____.
(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

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.

Second Sight Systems, LLC

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.

NA

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

3/13/2026
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.

ATTACHMENT A
(Revised 5/23/23)

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation and Employer's Liability	Statutory
NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.	
2. Commercial General (public) Liability including coverage for the following:	
a. Premises operations	\$1,000,000 per occurrence
b. Independent contractors	\$2,000,000 aggregate
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
h. Professional liability*	
i. Underground hazard*	
j. Explosion and collapse hazard*	
k. Liquor liability*	
l. Fire legal liability*	
m. City's property in Contractor's* care, custody, or control	
n. Asbestos specific liability*	
* Not required for this contract	
3. Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for:	\$1,000,000 per occurrence
a. Owned/leased vehicles	

- b. Non-owned vehicles
 - c. Hired vehicles
4. **Errors and Omissions** insurance policy (when applicable) \$1,000,000 per occurrence or claim
\$2,000,000 aggregate for the willful or negligent acts or omissions of any no less than officers, employees or agents thereof
5. **Cyber** (when applicable) \$2,000,000

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
City of Seguin
P.O. Box 591
Seguin, Texas 78156

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.
3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, 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 or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent
and submitted with bid proposal.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: () _____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2025

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

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


PRODUCER Marsh & McLennan Agency LLC company - St. Louis 825 Maryville Centre Dr. Suite 200 Chesterfield MO 63017	CONTACT NAME: Rochelle Layton, CISR, CIC PHONE (A/C, No, Ext): 314-594-2736 E-MAIL ADDRESS: Rochelle.Layton@MarshMMA.com	FAX (A/C, No): 888-307-1561													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER B : Redwood Fire and Casualty Insurance Co</td> <td>11673</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Atlantic Specialty Insurance Company	27154	INSURER B : Redwood Fire and Casualty Insurance Co	11673	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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COVERAGES **CERTIFICATE NUMBER: 314786156** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			711018259	7/25/2025	7/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			711018259	7/25/2025	7/25/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEWC669008	7/25/2025	7/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions Cyber Liability Installation Floater			760011113	7/25/2025	7/25/2026	\$100,000 Retention \$1,000,000 \$100,000 Retention \$1,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The following are additional insured for General Liability and Umbrella/Excess where required by written contract or agreement per attached form(s) subject to the provisions and limitations of the policy(ies) per policy terms and conditions.
 Waiver of Subrogation in favor of the following applies to General Liability, Umbrella/Excess Liability, and Workers Compensation where required by written contract or agreement per policy terms and conditions.
 1. City of Seguin
 2. Its officers, employees, and elected representatives
 Cancellation provision is amended to 30 days except for 10 day notice of cancellation for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER Purchasing Department City of Seguin P.O. Box 591 Seguin TX 78156	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following: AUTO

DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM MOTOR
CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Schedule	
Person(s) or Organization(s):	Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, Paragraph 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the **Schedule** above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide; or
 - b. The limits of insurance of this policy;whichever is less.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: LAAUT0111901

Named Insured: Second Sight Systems, LLC

Endorsement Effective Date: 11/01/2025

ADA Nondiscrimination and Accessibility Compliance

Americans with Disabilities Act (ADA) Compliance

The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, and requirements concerning nondiscrimination and accessibility, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794).

The Contractor shall not discriminate against any qualified individual with a disability in the performance of this Agreement and shall ensure that its services, programs, activities, communications, and facilities are accessible to and usable by individuals with disabilities.

The Contractor agrees to take appropriate steps to ensure that any subcontractors, agents, or vendors engaged in the performance of this Agreement also comply with these nondiscrimination and accessibility requirements.

The City's ADA Nondiscrimination Policy, including the ADA Coordinator's contact information and grievance procedures, is incorporated herein by reference and is available on the City's website.

GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

1. DEFINITION OF TERMS

- A. "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General Conditions of Agreement, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) and any Addendum.
- B. "Bidder" means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications and competing for award of a contract.
- C. "Bid" or "Proposal" means an offer to perform or provide the requirements specified herein. "Furnish" or "provide" means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- D. "Formal Bid" is a formally advertised solicitation for acquiring goods, services, and construction that requires a public opening of sealed bids or proposals, generally \$100,000 or more.
- E. "Informal Bid" is a competitive bid or price quotation for supplies or services under \$100,000 that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.
- F. "City", "Purchaser", or "Owner" shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.
- G. "Contract" means the contract awarded pursuant to this solicitation.
- H. "Contractor" or "Vendor" means the bidder to which a contract award has been made by the City.
- I. "Purchase Order" means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

- A. All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B. **Formal** sealed bids and proposals must be received at the date, time, and place specified in the bid document. Bids and proposals will be publicly opened and read followed by evaluation and award at a later date. **Formal bids and proposals (\$100,000 or higher) may NOT be faxed or submitted via e-mail and should be submitted as outlined in the bid documents.**

C. Informal bids are due at the date, time, and place stated in the bid document. Informal bids (less than \$100,000) may be submitted as outlined in the bid documents.

D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date. The prices quoted in the bid shall not be subject to escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

E. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

F. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price show and the total price shown, the unit price will govern.

G. No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

H. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

I. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

J. The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

K. The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

3. WITHDRAWAL OF BIDS

A. A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

B. When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

C. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

4. GENERAL CONDITIONS

Bidders will submit their bids or proposals upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by

the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

C. If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

D. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

E. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

F. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

G. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

5. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or Equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "Or Equal" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

C. Alternate bids will not be considered unless expressly authorized by the bid documents.

6. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or vendor but rather to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

C. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

D. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

F. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

G. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above-mentioned taxes and will be so construed.

H. Prompt payment discounts will not be considered in determining low bids and making awards.

7. BID DEPOSIT

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

8. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

9. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Purchasing Manager. A copy of such Addendum will be posted to the City's BidNet Site. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

10. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in

selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.
2. Bidder's current violation of any City ordinance.
3. Bidder's misstatement or concealment of any material fact in the bid.
4. Bid or proposal's nonconformance to law or the requirements of the bid specifications.
5. Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.
6. Lack of signature by an authorized representative on the proposal form.
7. Alteration of bid form.
8. Evidence of collusion among proposers.
9. Omission of proposal guarantee (if required).
10. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

11. AWARD

A. The City reserves the right to award a bid or contract to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider the following to include but not limited to:

1. Price
2. Reputation of Bidder
3. Work Experience of Bidder
4. Quality of bidder's goods and services
5. Conformance to specifications
6. Bidder's past relationship with the City
7. Total estimated Long-Term Cost in a contract with Bidder
8. Crew availability
9. Material Delivery

B. The City reserves the right to reject or accept all or any combination of bids.

C. The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.

D. Contractor is an independent contractor. Award of a contract does not create a joint venture

between the Contractor and the City.

12. CONTRACT

- A.** City's Bid Documents combined with the Vendor's response (bid or proposal) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.
- B.** No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.
- C.** Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

13. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A.** Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B.** Reissue a bid invitation or proposal;
- C.** Procure any item by other allowable means;
- D.** Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.
- E.** Extend any contract when most advantageous to the City as provided by original contract conditions.

14. WARRANTIES

- A. WARRANTY FOR PRODUCT:** The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.
- B. WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- C. SAFETY WARRANTY:** Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or

replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

15. PROTESTS

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

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Purchasing Manager.

C. The protest may be delivered in person to the Purchasing office located at 211 North River, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Purchasing Manager, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

- 1.** Name, mailing address, and business phone number of the protesting party;
- 2.** Identification of the bid or proposal being protested;
- 3.** A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
- 4.** Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

16. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the bid documents. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this bid shall be new and unused unless noted elsewhere in the bid documents.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible”, or “prompt” may result in disqualification of the bid.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

17. REJECTIONS

A. Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City’s Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department’s samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

18. PAYMENTS

A. Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder’s lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
2. Only one contract, agreement, or project shall be billed on a particular invoice;
3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information

that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. WAIVER

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

21. FORCE MAJEURE

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

22. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

23. TERMINATION

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

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

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

D. FUNDING OUT: The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

24. ENTIRETY OF AGREEMENT/AMENDMENTS

This and the other documents in the bid package represent the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

25. SEVERABILITY

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

26. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

27. INDEMNITY

THE VENDOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENT OR INTENTIONAL ACTS ERRORS OR OMISSIONS OF THE VENDOR, ITS OFFICERS, EMPLOYEES OR AGENTS. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, REASONABLE LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING THE AMOUNTS OF ANY DAMAGES OR AWARDS RESULTING FROM CLAIMS DEMANDS AND CAUSES OF ACTION FOR PERSONAL INJURIES, DEATH OR DAMAGES TO PROPERTY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, AND TRADEMARKS AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS, DEMANDS, OR CAUSES OF ACTION OF EVERY CHARACTER OCCURRING, RESULTING, OR ARISING FROM ANY NEGLIGENT OR INTENTIONAL WRONGFUL ACT, ERROR OR OMISSION OF THE VENDOR OR ITS AGENTS OR EMPLOYEES. THIS OBLIGATION BY THE VENDOR WILL NOT BE LIMITED BY REASON OF THE SPECIFICATION OF ANY PARTICULAR INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

28. PATENTS

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the

City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Manager for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

31. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than \$250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City's Purchasing Manager within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is included herein and is available from the Texas Ethics Commission at www.ethics.state.tx.us.

32. CERTIFICATE OF INTERESTED PARTIES

Texas Government Code, Sections 2252.908 requires a business entity to submit a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity following the guidelines prescribed by the Texas Ethics Commission at www.ethics.state.tx.us. The law applies to contracts that require an action or vote by the governing body of the governmental entity before the contract is signed. The Form 1295 is included herein. The completed Form 1295 must be submitted electronically by the business entity to the state. A copy of the certified Form 1295 including the certification number generated by the state must be provided to the City of Seguin at the time a bid or proposal is submitted. Information on the Form 1295 may be considered by the City during bid evaluation and award. The City will only officially acknowledge the Form 1295 submitted by the awarded vendor which will cause it to be publicly posted on the Texas Ethics Commission website.

33. ANTI-DISCRIMINATION IN EMPLOYMENT

The Bidder, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and

services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

34. COMPLIANCE WITH FEDERAL WAGE AND TAX LAWS

The Bidder shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

35. LOCAL VENDOR PREFERENCE POLICY

Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

36. ANTI ISRAEL CERTIFICATION

In compliance with Texas legislature HB 89, by bidding on or accepting an order to provide goods or services to the City of Seguin, the vendor /supplier certifies that the company does not boycott Israel and will not do so at any time while doing business with the City of Seguin.

37. ENERGY BOYCOTT PROHIBITED

In compliance with Texas legislature **S.B. 13 (Birdwell/P. King) – Energy Boycott**: among other things, prohibits a city from entering into a contract with a value of \$100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

38. FIREARMS

In compliance with Texas legislature **S.B. 19 (Schwertner/Capriglione) – Firearms**: among other things, (1) prohibits a governmental entity from entering into a contract with a value of \$100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for the purchase of goods or services unless the contract contains a written verification from the company that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and (2) provides that the prohibition in (1) does not apply to a city that (a) contracts with a sole-source provider, or (b) the city does not receive any bids from a company that is able to provide the required verification required by (1)

39. NOTICES

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

40. STATE AND FEDERAL FUNDED PROCUREMENTS

The City of Seguin follows State of Texas and Federal 2 CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services funded by state and/or federal funds. Additional policy guidance is contained in the City of Seguin Purchasing Policy which addresses the City's requirements pertaining to the procurement and

expenditure of local, state and federal funds.

41. QUESTIONS

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer indicated in the General and/or Technical Specifications or to the Purchasing Manager, abruns@seguintexas.gov and be referenced by bid number and bid title.