



**NORTH  
TEXAS  
MUNICIPAL  
WATER  
DISTRICT**

## **REQUEST FOR BID NO. 26-157-B VEHICLE GRAPHICS PRODUCTS AND SERVICES**

**BID SUBMITTALS ARE DUE PRIOR TO:**  
Thursday, July 16, 2026, at 10:00 AM Central

**BID MAY BE SUBMITTED ELECTRONICALLY TO (Registration is free):**

[ntmwd.bonfirehub.com](https://ntmwd.bonfirehub.com)

**DOCUMENTS MAY BE DELIVERED TO:**

NORTH TEXAS MUNICIPAL WATER DISTRICT  
PROCUREMENT DEPARTMENT  
501 E. BROWN STREET  
WYLIE, TX 75098

**DOCUMENTS MAY BE MAILED TO:**

NORTH TEXAS MUNICIPAL WATER DISTRICT  
PROCUREMENT DEPARTMENT  
PO BOX 2408  
WYLIE, TX 75098

**NORTH TEXAS MUNICIPAL WATER DISTRICT CONTACT:**

Adrienne Conyer  
aconyer@ntmwd.com

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **INSTRUCTIONS TO BIDDERS**

### **1. REQUIRED INFORMATION**

The North Texas Municipal Water District's (NTMWD) solicitation packets contain various documents that require completion by the bidder. Said information must be completed and submitted prior to the closing date and time for the submission of bids. Failure to provide required information may result in the rejection of your bid.

### **2. SUBMISSION OF BIDS**

A response to a Request for Bid (RFB) may be submitted to NTMWD by any of the following means:

- Electronically submitted via [ntmwd.bonfirehub.com](http://ntmwd.bonfirehub.com);
- Hand delivered to the North Texas Municipal Water District Administrative Building, 501. E. Brown Street, Wylie, Texas 75098;
- Mailed to the North Texas Municipal Water District, Procurement Department, at P.O. Box 2408, Wylie, Texas 75098;
- No oral, telegraphic, telephonic, or facsimile submittals will be considered or accepted.

### **3. OFFICIAL TIME & LATE SUBMITTALS**

The time clock at the North Texas Municipal Water District front receptionist area shall be the official time of receipt for all responses to a RFB submitted in hard copy paper form. All submittals received after the submission deadline shall be rejected. Absolutely no late submittals will be considered. Bidder will be notified of the rejected late bid submission and will advise NTMWD as bidder's desired disposition of the bid submittal by either (1) pick up, (2) return at bidder's expense, or (3) destroyed with written authorization of the bidder. If bids are sent by USPS to the Administration Building, the bidder shall be responsible for actual delivery of the bid to the Administration Building before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of NTMWD beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

### **4. NOTIFICATION**

NTMWD uses [www.bonfire.com](http://www.bonfire.com) and The Wylie News to disseminate notification of bid opportunities. NTMWD shall not be responsible for receipt of notification and information from any source other than those listed above. It shall be the Bidder's responsibility to verify the validity of all information received by sources other than those listed.

### **5. ELECTRONIC SUBMITTALS**

NTMWD exclusively uses Bonfire for the electronic notification and dissemination of all bids. The receipt of documents through any other company may result in the receipt of incomplete specifications and/or addenda. NTMWD accepts no responsibility for the receipt and/or notification of solicitations through any other company.

To streamline the solicitation process, all Bidders are highly encouraged to utilize the Bonfire system. There is no cost to the Bidder to download or respond to NTMWD solicitations on Bonfire. Even though electronic response submission are recommended, Bidders may continue to submit a hard copy, paper bid directly to NTMWD if desired.

### **6. MODIFICATION AND WITHDRAWAL**

Bids may be withdrawn at any time prior to the official opening of the bids. Alterations made by a bidder before opening time must be initialed by bidder guaranteeing authenticity and must be resealed. After the official opening, bids become the property of NTMWD and may not be amended, altered, or withdrawn without the authorization of the Procurement Manager.

### **7. BID OPENINGS**

All submittals will be opened and presented according to the legal requirements for the type of solicitation at the designated time and place specified in the solicitation. However, the reading of a bid at the opening should not be construed as a comment on the responsiveness of such bid or as any indication that NTMWD accepts such bid as responsive. NTMWD will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, NTMWD purchasing guidelines, and project documents, including but not limited to the specifications and required submittal documents. NTMWD will notify the successful bidder upon award of the contract and, according to State law, all bids received will be available for inspection at that time.

### **8. BID SUBMISSIONS**

Due care and diligence has been used in preparation of the information contained in this request for bids, and the information is believed to be substantially correct. However, it is Bidder's responsibility to determine the full extent

of its exposure and to verify all information presented in the request for bids. NTMWD and its representatives are not responsible for any errors or omissions in these specifications. Additionally NTMWD and its representatives are not responsible for Bidder's failure to determine the full extent of the exposure and risk associated with this request for bids.

This bid is issued in compliance with the NTMWD Purchasing Policy and with authorization from NTMWD's Board of Directors.

- A. Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or other irregularities of any kind. However, NTMWD reserves the right to waive any irregularities and to make one or more awards in the best interest of NTMWD.
- B. NTMWD reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities in the best interest of NTMWD. Bids may be rejected, among other reasons, for any of the following specific reasons:
  - Bids containing any irregularities, and
  - Unbalanced value of any items.
- C. Bidders may be disqualified and their submissions not considered, among other reasons, for any of the following specific reasons:
  - If NTMWD believes collusion exists among the bidders;
  - Reasonable grounds for believing that any bidder has an interest in more than one bid for the work contemplated;
  - The bidder having an interest in any litigation against NTMWD;
  - The bidder being in arrears on any existing contract or having defaulted on a previous contract;
  - Lack of competency as revealed by a financial statement, experience, equipment, questionnaires, etc.; and
  - Uncompleted work which, in the sole judgment of NTMWD, will prevent or hinder the prompt completion of additional work, if awarded.
- D. It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices.
- E. When in the best interest of NTMWD, NTMWD reserves the right to request additional information or clarification from bidders to determine bidders' ability to meet the requirements specified by this bid.
- F. On the Bid Pricing Form, in the case of a conflict between the unit price indicated and the extended amount shown, the unit price indicated, multiplied by the stated quantity shall govern.
- G. NTMWD reserves the right to reject any of all submissions without cause prior to award, to waive formalities, or to proceed otherwise when in the best interest of the NTMWD.

9. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. Bidders must examine the Solicitation, make observations and investigations, correlate knowledge and observations with the requirements of the Solicitation and consider these in preparation of a bid for the project.
- B. Bidders must read the Solicitation and related technical data and reports thoroughly. Use a complete set of Solicitation Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete documents.
- C. Bidders may visit the sites to become familiar with general, local and site conditions that may affect cost, progress, or performance of the work in any manner.
- D. Bidders must become familiar with federal, state and local laws, ordinances, rules, and regulations affecting cost, progress, or performance of the work.
- E. Bidders should make additional visits and investigations as necessary to determine the bid price for performance of the work in compliance with the terms of the Solicitation before submitting a bid. Cost associated with these investigations is to be paid by the Bidders.

- F. By the submission of a Bid for this project, Bidders acknowledge sole responsibility for job site safety.
- G. The submission of a Bid is an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Section.

10. **UNIT OF MEASURE**

Responses to the RFB must be submitted in the units of measure specified in the bid pricing form.

11. **INTERPRETATIONS**

Bidders must submit all questions about the meaning or intent of the Solicitation to NTMWD in writing by the question due date and time. Replies are issued by Addenda to all parties recorded as having received the bidding documents. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

12. **ADDENDA**

Any interpretations, corrections, or changes to this bid will be made by written addenda. Sole issuing authority of addenda shall be vested in NTMWD's Procurement Department. Addenda will be issued via [ntmwd.bonfirehub.com](http://ntmwd.bonfirehub.com). It is the responsibility of the bidder to ensure receipt of all addenda, and acknowledge by signing and including with the bid submittal.

13. **CONFIDENTIALITY**

- A. Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Chapter 552, Government Code.
- B. The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. NTMWD is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a bid request is "confidential" will not be treated as such if NTMWD receives a request for a copy of the bid proposal. NTMWD will of course make an effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but NTMWD cannot and will not make an agreement to withhold information from the public contrary to NTMWD's responsibilities under the Act.
- C. To the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.
- D. Bids shall be opened so as to avoid disclosure of contents to competing bidders and kept secret during the process of awarding a contract. All bids that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the submission and identified as such.

14. **BID TABULATIONS**

As-Read Bid tabulations will be electronically posted to [ntmwd.bonfire.com](http://ntmwd.bonfire.com) within forty-eight (48) hours after the bid opening.

15. **PREPARATION COSTS**

NTMWD will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to this bid.

16. **TAXES**

NTMWD is exempt from Federal Excise and State Sales Taxes. Tax must not be included in the pricing.

17. **PRICING**

Prices must be firm for a minimum of ninety (90) days from the date of the bid closing. In the case of an annual contract, the prices must remain firm for the period as specified in the solicitation.

18. **BIDDER QUALIFICATIONS**

A prospective Bidder must meet the following minimum requirements:

- Must have adequate financial resources, or the ability to obtain such resources as required;
- Must be able to comply with the required or proposed delivery/completion schedule;
- Must have a satisfactory record of performance;
- Must have a satisfactory record of integrity and ethics;

- Must be otherwise qualified and eligible to receive an award;
- NTMWD may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

19. **AWARD OF CONTRACT**

NTMWD reserves the right to award this contract by one of the following methods. The method selected will be in the best interest of NTMWD, as determined by the Procurement Manager.

- To the lowest responsible Bidder(s), bidding all items and meeting all specifications;
- To one or more Bidders, if deemed in the best interest of NTMWD;
- To the lowest responsible Bidder(s) meeting specifications per line item;
- If specified, to the low Bidder(s) meeting specifications, per category. To qualify for an award of a category, a Bidder must bid all items within that category. If all items of a category are not bid by all Bidders, award shall be made in the best interest of NTMWD;
- To the Bidder(s) who provide the goods or services specified in the solicitation at the best value to NTMWD.
- NTMWD reserves the right to compare all bids against any State and/or Interlocal contracts in determination of the award of this bid.

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **SPECIAL CONDITIONS**

### **1. GENERAL INFORMATION**

The North Texas Municipal Water District (NTMWD) is soliciting sealed bids for a pool of vendors to provide **Vehicle Graphics Products and Services** in accordance with the specifications provided herein.

### **2. DURATION OF AGREEMENT**

A. The initial term of this agreement shall commence on the date of the last signatory and shall be for a period of one (1) year. The agreement will automatically renew under the same pricing, terms, and conditions for four (4) additional one-year periods unless NTMWD provides Contractor with written notice of its intent to terminate the agreement at least sixty (60) days prior to the expiration of the current term. If said notice is given by NTMWD, the agreement shall terminate at the conclusion of the current one-year term. In no event shall the entire term of this agreement exceed five (5) years.

B. Prices shall remain firm for the duration of the initial contract period. Thereafter, price changes are subject to the price adjustment provisions of this Contract.

C. NTMWD reserves the option to temporarily extend this service for an additional ninety (90) days from its expiration date for any reason.

### **3. BID QUESTIONS & CLARIFICATION**

All questions regarding this request for bid shall be submitted in writing on [ntmwd.bonfirehub.com](https://ntmwd.bonfirehub.com) no later than **2:00 PM Central on Wednesday, July 1, 2026**. All questions will be addressed in an addendum. Questions received after the deadline may not be answered.

### **4. ESTIMATED ANNUAL CONTRACTS**

The quantities specified are estimates of our projected annual requirements. The award of an estimated annual contract allows NTMWD to use the items and services as the requirements and needs of NTMWD arise on an annual basis and during any subsequent renewal period(s). Quantities may be increased beyond the estimated quantities listed in this bid, as necessary, provided funding is available. Quantities may be decreased below the estimated quantities listed in this bid, as necessary, if funding is not available or if items and services are no longer needed. NTMWD is not obligated to pay for or use a minimum or maximum amount of items or services and payment will be made pursuant to the unit prices bid in the contract. The Contractor shall have no claim against NTMWD for anticipated profits for the estimated quantities listed, diminished, or deleted.

### **5. BID SUBMITTAL REQUIREMENTS & OPENING**

A. If paper bids are submitted, each firm shall submit one (1) original copy of their bid, including all supporting documentation. Paper bids must clearly show **Bid No. 26-157-B**. If bids are submitted electronically, the Bidder shall make sure all required supporting documentation is uploaded into the Bonfire system. Failure to provide requested information in this request for bid may result in disqualification from consideration. Bids shall be accepted until **10:00 AM Central Time on Thursday, July 16, 2026**. No late bids will be accepted.

B. The bid opening will be held on the bid due date and time via TEAMS:

URL:

Join: <https://teams.microsoft.com/meet/239795745396061?p=Hl6XJhkFbA2OkAttZX>

Meeting ID: 239 795 745 396 061

Passcode: Ci2su2Vf

The following documents **must be** included with this bid. Failure to supply the required documents may deem you non-responsive:

- Bid Signature Form
- Bid Pricing Form
- References

### **6. METHOD OF AWARD**

NTMWD's intent is to award a pool of the lowest, responsive, responsible bidder(s) meeting the specifications.

## **NORTH TEXAS MUNICIPAL WATER DISTRICT** **SPECIFICATIONS**

### **Background**

The North Texas Municipal Water District (NTMWD) maintains and operates a fleet of commercial vehicles that travel public roadways as part of daily operations. Due to the nature of this work, vehicles frequently make stops in active traffic environments. To enhance visibility and ensure the safety of both NTMWD personnel and the public, our fleet requires high-quality reflective chevrons and possibly other safety graphics that meet the regulatory compliance standards for reflective materials as set forth by DOT for commercial vehicles.

NTMWD is seeking proposals from qualified service providers capable of producing and applying durable, pre-fabricated, pre-cut reflective vehicle graphics as shown to District vehicles.



Bidders must demonstrate a minimum of three (3) years of successful experience in commercial vehicle wrapping, providing verifiable references for similar work.

NTMWD may award contracts to multiple service providers that respond to this solicitation for safety decals. NTMWD will not engage or contract with any vendors for these services outside of this solicitation process. Awarded contracts are non-exclusive and do not guarantee that services will be requested or utilized. When services are required, NTMWD will select from the awarded service providers based on availability, quality of work, and proposed pricing.

### **SCOPE OF WORK**

#### **Material Specification**

NTMWD requires red/fluorescent and yellow/green chevrons, printed, re-fabricated and pre-cut 3M Diamond Grade DG3 Sheeting 4083-33, printed red on fluorescent yellow/green with 100 mm Red Chevron at 45-degree angle is desired. 100 mm stripes fluorescent yellow green and 100 mm Red printed stripes at 45-degree angle design. 3M 983 diamond grade, laminated and edge sealed is acceptable. Prefabricated, pre-cut reflective sheets to clear vehicle emblem, tailgate handle, and body lines for correct year and model of truck is desired.

## SCOPE OF SERVICES

The selected offeror (s) will be capable of providing and installing rear safety reflective decals on our fleet. The type of tailgates that will require service are as follows:

Make	Model	Year
Ford	F150	2012-2027
Ford	F250	2018-2027
Ford	F350	2022-2027
Ford	F450	2022-2027
Ford	Maverick	2023-2027
Ford	Escape	2016-2027
Ford	Explorer	2022-2027
Chevy	1500	2012-2027

The district reserves the right to add makes and models of trucks and SUV's. Pricing should remain same for added fleet that is similar in nature. The contractor is required to furnish an outlined template of any vehicle in our fleet, upon request. **All design and artwork templates must be submitted to the NTMWD for final approval prior to fabrication.** The selected offeror will furnish all materials, equipment, labor and transportation necessary to provide the installation of pre-cut decals at one of the following NTMWD locations:

***Location 1 - Wylie Service Center***  
810 N Hwy.78 Bldg. E  
Wylie, TX 75098

***Location 2 – Fleet Maintenance Shop***  
3820 Sam Rayburn Highway  
Melissa, Texas 75454

### Installation

Contractor must install the vehicle decals on the required vehicles as specified on the print order at one of the NTMWD Locations listed herein. Contractor is responsible for all prep and cleanup of vehicle(s). Contractor must be able to remove existing wraps from vehicles without damage to vehicle body, paint, or parts (including metal, windows and antennae). Contractor must have the capability to remove any vehicle parts necessary for proper installation of graphics and reassemble parts after installation without incurring damage to wrap or vehicle or incurring additional costs. Decals must be installed with no wrinkles, bubbles, or overstretching with clean edge sealing. Must align continuous chevron pattern (no mismatched angles)

### Warranty

The selected service provider(s) must warrant products against defects in materials and workmanship for a period of not less than three (3) years from the date the items are received, inspected and accepted by the NTMWD at no additional charge. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses. All materials must withstand outdoor elements for a minimum of 3 years in weather conditions typical for the state of Texas with no fading, cracking or peeling.



**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**BID PRICING FORM**

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**PLEASE FILL OUT THE EXCEL BID PRICING FORM PROVIDED SEPARATELY.**

## **NORTH TEXAS MUNICIPAL WATER DISTRICT** **INSURANCE REQUIREMENTS**

Contractors doing business with NTMWD shall have, at minimum, the following insurance coverages and limits for the duration of the contract:

1. **COMMERCIAL GENERAL LIABILITY** – covering bodily injury and property damage (including property of NTMWD, its officers, agents and employees) with minimum limits on a per project basis of **One Million Dollars (\$1,000,000) occurrence, Two Million Dollars (\$2,000,000) aggregate for premises/operations and One Million Dollars (\$1,000,000) occurrence, Two Million Dollars (\$2,000,000) aggregate for products/completed Operations.**
2. **AUTOMOBILE LIABILITY** - covering all operations of Contractor pursuant to this contract involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than **Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury, death and property damage liability.**
3. **WORKERS' COMPENSATION** – in full accordance with the requirements of the state of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than **Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000).** These limits do not affect the payment of medical expenses or lost wages to injured employees.
4. **Waiver of Subrogation** – The Commercial General Liability, Workers Compensation and Auto insurance required pursuant to this Contract shall provide for waivers of all rights of subrogation against NTMWD, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
5. **Additional Insured Status** – All insurance shall be endorsed to name NTMWD, its officers, and employees as additional insureds as to all applicable coverage except for the Workers Compensation Insurance.
6. **Proof of Carriage of Insurance** – All certificates of insurance will be required in duplicate and filed with NTMWD.
7. All certificates shall provide North Texas Municipal Water District with an unconditional thirty (30) days' written notice in case of cancellation or any major change to Contractor's insurance policies or the contractually required coverages mentioned herein.
8. All copies of the certificates of insurance shall reference the project name and/or bid number for which the insurance is being supplied.
9. The Contractor is responsible for making sure any sub-contractor(s) performing work under this contract have the required insurance coverage(s) and supply NTMWD with the proper documents verifying the coverage.
10. The certificate of insurance shall cite the bid/contract number.
11. The certificate of insurance shall include the following name and address as the Certificate Holder:

North Texas Municipal Water District  
501 E. Brown St  
Wylie, Texas 75098

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**PRICE ADJUSTMENTS FOR ANNUAL CONTRACTS**

- A. The unit prices of all items purchased under an estimated annual contract are firm for the first annual period of the agreement. A price adjustment upward or downward may be requested by either the Contractor or NTMWD by the application of the formula set forth in (B) below. The Contractor must submit the price adjustment request to NTMWD ninety (90) days prior to the expiration of the current term. The index to be used in the computation of the price adjustment shall be the Consumer Price Index for all Urban Consumers, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.

The series identification is as follows:

SUUR0000SAD

Series Title: Durables in U.S. city average, all urban consumers, chained, not seasonally adjusted

- B. The index published in the month of **June (of the prior year)** shall be used as a base for determining price adjustment(s) for the upcoming renewal period. If a renewal option is exercised and a price adjustment is requested, the index published at the time of a contract renewal shall be used as the method for determining a price adjustment for the subsequent renewal period. Contract price adjustments shall be determined as follows: Unit Price X% change (the index published at the time of contract renewal divided by the base index at the time of the most recent contract period) if the index equals the amount of price change. There shall be a minimum of at least twelve months between price adjustments for contracts with multiple renewal options.

*Example:*            *May 2021 Index / May 2020 Index – 1 = Percentage Increase*  
                          *252.14 / 245.51 – 1 = 2.70% Increase*

*Base Unit Price x [1+Percentage Increase] = New Unit Price*  
*\$50.00 x [1.027] = \$51.35*

- C. At the time of renewal, the Contractor may submit a written request for price adjustment and such request shall include the new proposed unit price(s) and the calculation for the price adjustment request.
- D. If approved by NTMWD, in its sole discretion, the new unit prices will then be firm for the term of the renewal contract period.
- E. If the requested adjustment is not supported by the referenced index, NTMWD, in its sole discretion, may consider approving an adjustment on fully documented market increases.
- F. If the requested adjustment is not supported by the referenced index and NTMWD does not otherwise approve an adjustment, the contract will end at the end of the current Contract term and will be re-bid.

## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

### **GENERAL TERMS AND CONDITIONS**

By submitting a bid in response to NTMWD's Request for Bids (the "Solicitation"), the bidder agrees that the Contract shall be governed by the following terms and conditions. Bidder shall be referred to Contractor below. Unless otherwise specified in the Contract, Sections 16, 17, 18, 19, 20, 21, 22, 32 and 33 shall apply only to a Solicitation to purchase Goods, and Sections 23, 24, 25, 26, 27, 28 and 34 shall apply only to a Solicitation to purchase Services to be performed principally on NTMWD's property.

1. **ADDITIONAL TERMS**

No additional terms or conditions of Contractor, whether contained within Contractor's invoice or otherwise, shall be accepted by NTMWD. Exceptions to terms and conditions may deem you non-responsive.

2. **CONTRACTOR'S OBLIGATIONS**

The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Bid in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

3. **EFFECTIVE DATE/TERM**

Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by NTMWD, and shall continue in effect until all obligations are performed in accordance with the Contract.

4. **ASSIGNMENT OF CONTRACT**

Contractor shall not sell, assign, transfer or convey this Contract in whole or in part without the prior written consent of NTMWD. NTMWD may withhold consent for any reason or no reason at all.

5. **INDEPENDENT CONTRACTOR**

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of NTMWD.

6. **SUCCESSORS AND ASSIGNS**

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7. **SEVERABILITY**

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

8. **VENUE**

NTMWD and Contractor agree that the contract shall be governed and construed according to the laws of the State of Texas. NTMWD and Contractor agree that venue shall lie exclusively in the State district courts of Collin County, Texas for any legal action arising of and/or relating to this Agreement.

9. **FISCAL YEAR FUNDING**

The NTMWD's fiscal year begins October 1 and ends the following September 30th. Budget funds are approved by the NTMWD and NTMWD's Board on an annual basis. In the event the NTMWD's Board should fail to fund the Contract for any fiscal year during the Contract term, the Contract shall automatically terminate on the last day of the fiscal year for which funding has been approved. Contractor will be given no less than sixty-(60) days written notice of any such non-approval of Contract funding. Termination under this clause shall be without penalty to the NTMWD.

10. **TAXES**

NTMWD is exempt from Federal Excise and State Sales Taxes. Tax exemption certificates will be executed by NTMWD and furnished upon request.

11. **PAYMENT TERMS AND METHOD**

Payment terms are Net 30 for invoices submitted to and approved by NTMWD.

NTMWD utilizes a 3<sup>rd</sup> party payment provider. Vendors will be required to complete a vendor profile upon award notification to, and select your preferred payment method.

12. **INVOICES**

Invoices shall be fully documented in accordance with the scope of work. Invoice must include the appropriate Purchase Order number and the NTMWD Work Order Number (if applicable). Payment may be delayed on invoices not listing the Purchase Order number. Invoices should also reference department name, job site location, NTMWD employee requesting goods or services, and a complete breakdown of charges.

The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup).

Invoices shall be priced per unit prices as awarded unless Contractor invoices at a discounted unit price. If Contractor invoices for less than the contracted unit price, NTMWD has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.

Unless otherwise directed, invoices shall be submitted by mail or email to:

North Texas Municipal Water District  
Attn: Accounts Payable  
P. O. Box 2408  
Wylie, Texas 75098  
Email: [payables@ntmwd.com](mailto:payables@ntmwd.com)

13. **INTEREST**

NTMWD is not obligated to pay interest on moneys not paid except as provided in Section 2252.032 of the Texas Government Code.

14. **SPECIFICATIONS/NAME BRAND**

Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality NTMWD desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by NTMWD.

15. **SAMPLES**

Samples if required, shall be furnished free of expense to NTMWD and if not used or destroyed in examination and testing, will be returned to the Bidder, if requested, at the Bidder's expense. Each sample must be marked with the Bidder's name and address and NTMWD RFB number. SAMPLES SHOULD NOT BE ENCLOSED WITH A BID SUBMITTAL UNLESS REQUESTED.

16. **PLACE OF DELIVERY**

The place of delivery shall be that set forth in the specifications. The terms of this contract are "no arrival, no sale."

17. **DELIVERY TERMS AND CHARGES**

Deliverables shall be shipped F.O.B Destination to the designated NTMWD facilities unless otherwise specified in the Solicitation. Contractor's price shall include all delivery and packaging costs. NTMWD assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged or missing goods, shall ship replacement goods immediately upon notification by NTMWD.

18. **DELIVERY PROMISE**

When delivery delay can be foreseen, the bidder shall give prior written notice to NTMWD, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes NTMWD to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting contractor.

19. **PACKAGING**

Unless otherwise indicated, items provided by the Contractor will be shipped new, unused, in first class condition and in containers suitable for damage free-shipment and storage.

20. **TITLE & RISK OF LOSS**

The title and risk of loss of the deliverables shall not pass to NTMWD until NTMWD actually receives and takes possession of the goods at the point(s) of delivery.

21. **SAFETY DATA SHEETS**

Where required by law, contractor will include Safety Data Sheets (SDS) with delivery for applicable items. Failure to include the SDS for such items will constitute a material breach of contract and may result in refusal to accept delivery.

22. **RIGHT OF INSPECTION AND REJECTION**

NTMWD shall have the right to inspect goods upon delivery before accepting them, and to reject defective or non-conforming deliverables. Contractor shall be responsible for all charges for the return to of any goods rejected as being nonconforming under the specifications.

23. **PLACE AND CONDITION OF WORK**

NTMWD shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of NTMWD's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds NTMWD harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

24. **LIABILITY FOR DAMAGE TO NTMWD PROPERTY**

The Contractor shall be liable for all damages to government-owned, leased or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors and supplies, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Contractor shall notify NTMWD in writing of any such damage within one (1) calendar day.

25. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. Vehicle operators are required to have appropriate state licenses and comply with all federal, state and local laws governing the operation of motor vehicles.
- C. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under An NTMWD contract or on NTMWD's property:
  - use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- D. If NTMWD or NTMWD's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without NTMWD's prior written consent.
- E. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9. The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with NTMWD. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**26. SAFETY**

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including but not limited to the requirements of the United States Occupational Health & Safety Administration. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- all persons on the Site or who may be affected by the Work;
  - all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of project.
- B. Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and final payment has been issued.
- E. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- F. Debris discharged into the street, into traffic lanes, down gutters/waterways, down storm drains or onto private property must be minimized and cleaned up as quickly as possible.

**27. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**

- A. The Contractor, its' Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by NTMWD and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern.
- B. Services, products, materials, and supplies provided by the Contractor must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Contractor agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. The Contractor shall indemnify and hold NTMWD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this section.

**28. PREVAILING WAGE RATES**

Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

**29. TRAVEL EXPENSES**

All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms.

30. **PRICE**

Unit prices of all items purchased under this Contract are firm for the initial period of the Contract. If applicable, prices may be adjusted for subsequent terms pursuant to the provisions contained in "North Texas Municipal Water District Price Adjustments for Annual Contracts," as attached. The prices specified by the bidder shall include all direct and indirect costs including, but not limited to freight, delivery, fuel surcharges, etc. No additional charges shall be permitted for either response or invoice purposes.

31. **WARRANTY – PRICE**

The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

32. **WARRANTY – TITLE**

The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold NTMWD harmless from and against all adverse title claims to the Deliverables.

33. **WARRANTY – DELIVERABLES**

The Contractor warrants and represents that all Deliverables sold NTMWD under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new, and not used or reconditioned.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the specifications, the warranty period shall be at least one (1) year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at NTMWD's option and at no additional cost to NTMWD. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. NTMWD shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair NTMWD's rights under this section.
- C. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by NTMWD, then in addition to any other available remedy, NTMWD may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to NTMWD upon demand the increased cost, if any, incurred by NTMWD to procure such Deliverables from another source.
- D. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to NTMWD. If for any reason the manufacturer's warranty cannot be fully transferred to NTMWD, the Contractor shall assist and cooperate with NTMWD to the fullest extent to enforce such manufacturer's warranty for the benefit of NTMWD.

34. **WARRANTY – SERVICES**

The Contractor warrants and represents that all services to be provided NTMWD under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to NTMWD. All costs incidental to such additional performance shall be borne by



the Contractor. NTMWD shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair NTMWD's rights under this section.

- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by NTMWD, then in addition to any other available remedy, NTMWD may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to NTMWD upon demand the increased cost, if any, incurred by NTMWD to procure such services from another source.

**35. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, NTMWD prefers to accept it, NTMWD may do so. The Contractor shall pay all claims, costs, losses and damages attributable to NTMWD's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, NTMWD may deduct such amounts as are necessary to compensate NTMWD for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to NTMWD by the Contractor.

**36. OWNERSHIP OF DOCUMENTS**

All documents, including but not limited to all drawings, illustrations, schedules, maps, plans, specifications, and other data or information, created or used by Contractor in performance of the contract (the "Contractor's Documents") are the property of NTMWD. Contractor will provide all of Contractor's Documents to NTMWD as soon as practicable, but not later than the conclusion of the services.

**37. CONFIDENTIALITY**

In order to provide the Deliverables to NTMWD, Contractor may require access to certain of NTMWD's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which NTMWD or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of NTMWD and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure NTMWD and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of NTMWD or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies NTMWD before disclosing such information so as to permit NTMWD reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**38. PATENT RIGHTS**

The Contractor agrees to defend, indemnify and hold NTMWD harmless from any lawsuit, claim, damage, loss or expense including reasonable attorney fees arising out of or relating to any claim against NTMWD asserting infringement or alleged infringement of a patent, trademark, copyright or other intellectual property in connection with the goods or services provided by contractor.

**39. BID SECURITY/BOND REQUIREMENTS**

If required, bid security shall be submitted in the same manner as your bid. Any bid submitted without bid bond or cashiers/certified check, where required, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to NTMWD, prior to commencement of any work pursuant to the agreement provisions.

**40. AUDIT**

The Contractor agrees that NTMWD shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that NTMWD has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to NTMWD any overpayments disclosed by any such audit.

**41. DISCLOSURE OF CERTAIN RELATIONSHIPS**

A person or business, and their agents, who contract with NTMWD or seek to contract with NTMWD for the sale or purchase of goods, services or property; are required by Texas Local Government Code, Chapter 176, to file a Conflicts Disclosure Questionnaire (FORM CIQ), if applicable, created by the Texas Ethics Commission, which is available online at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>. The form must be filed with NTMWD no later than seven (7) days after the date the person or business begins contract discussions or negotiations with NTMWD, or submits an application, response to a bid, correspondence, or other writing related to a potential agreement with NTMWD for the sale or purchase of goods, services or property.

**42. FORMER NTMWD-EMPLOYEE REPRESENTATION**

NTMWD is committed to maintaining high ethical standards and as such has adopted policies related to conduct of recently separated former employees. To avoid even the appearance of a conflict of interest, former NTMWD employees are barred from representing any person or business for compensation before NTMWD for one (1) year after separation. Please do not include former employees who are within one (1) year of separation from NTMWD on your proposed team. Firms that do not follow NTMWD's policy may be disqualified from participating in this procurement. (Note that this requirement does not prohibit your firm from hiring former NTMWD employees.)

**43. FOREIGN TERRORIST ORGANIZATION**

Contractor represents that (1) (a) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (b) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, or (2) the United States government has affirmatively declared Bidder/Proposer/Contractor to be excluded from its federal sanctions regimes relating to Sudan, Iran, or any foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given to such term in Section 2252.151, Texas Government Code.

**44. PROHIBITION ON BOYCOTTING ISRAEL**

Texas Government Code, Chapter 2271, Prohibits on Contracts with Companies Boycotting Israel. On a contract with a company with 10 or more full-time employees and a contract value of \$100,000 or more that is to be paid wholly or partly from public funds, a governmental entity may not enter into said contract with a company for goods or services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. "Company" is defined in Section 808.001(2) of the Texas Government Code and means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Contractor verifies that it does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001(1)) during the term of the contract.

**45. PROHIBITED USE OF CERTAIN SOCIAL MEDIA APPLICATIONS AND SERVICES ON GOVERNMENT DEVICES**

In accordance with NTMWD policy and Texas State Law, all contractors and third parties must comply with Texas Government Code, Chapter 620, which prohibits specific applications and technologies. This includes, but is not limited to, a prohibition on Da-Jiang Innovations ("DJI") branded drones. Texas Department of Information Resources (Texas DIR) maintains a current list of prohibited technologies and applications on their website. Failure to comply with this provision will result in immediate termination of the contract and may lead to additional legal action as deemed necessary by NTMWD.

**46. CERTIFICATION OF ELIGIBILITY**

By submitting a bid in response to this solicitation, the bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid submission and time of award, the bidder will notify the North Texas Municipal Water District Procurement Department. Failure to do so may result in terminating this contract for default.

47. **DISCLOSURE OF INTERESTED PARTIES**

By submitting a bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide the Procurement department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

48. **EQUAL OPPORTUNITY**

The Contractor and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans 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. These 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.

49. **INSURANCE**

The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the term of this Contract. The Contractor must submit proof of meeting necessary insurance requirements within ten (10) Business days of notification by NTMWD. Failure to respond within ten (10) business days will be grounds for declaring bid non-responsive to specifications. NTMWD reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by NTMWD based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

50. **CHANGE ORDERS/MODIFICATIONS**

The Contract can be modified or amended only in writing and must be signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

51. **PUBLIC INFORMATION ACT**

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

52. **INTERPRETATION**

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **RIGHT TO ASSURANCE**

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

54. **STOP WORK NOTICE**

NTMWD may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by NTMWD to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by NTMWD that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by NTMWD as a result of the issuance of such Stop Work Notice.

55. **DEFAULT**

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance as judged solely by NTMWD, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Bid, or in any report or deliverable required to be submitted by the Contractor to NTMWD.

56. **INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless NTMWD from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on NTMWD premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

57. **SURVIVABILITY OF OBLIGATIONS**

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

58. **TERMINATION FOR DEFAULT**

In the event of a default by the Contractor, the Contractor shall be given written notice to cure. Such notice shall describe the default and may, but shall not be required to, recommend a remedy to the default. The Contractor shall have two (2) business days to respond to the notice in writing, which notice shall describe the cure and any associated plan of action. The Contractor shall have thirty (30) days from the date of its receipt of the notice to cure the default. If the Contractor has not cured the default on the 31st day after receipt of the notice, NTMWD may terminate the contract and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default.

59. **TERMINATION FOR CONVENIENCE**

Whenever NTMWD, in its discretion, deems it to be in NTMWD's best interests, it may terminate this Contract for NTMWD's convenience. Such termination shall be effective immediately after NTMWD delivers written notice of such termination for convenience to the Contractor. Upon receipt of such notice from NTMWD, Contractor shall not thereafter incur, and NTMWD shall have no liability for, any costs under this Contract. In the event of a termination for convenience hereunder, NTMWD shall have no liability to Contractor for lost or anticipated profit resulting therefrom.

60. **HOLIDAYS**

The following holidays are observed by NTMWD:

New Year's Day  
Martin Luther King Jr. Day  
Good Friday  
Memorial Day  
Independence Day (Observed)  
Labor Day  
Veterans Day  
Thanksgiving Days (Thursday & Friday)  
Christmas Days

# **NORTH TEXAS MUNICIPAL WATER DISTRICT BIDDER FORMS**

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**BID SIGNATURE FORM**

The undersigned Bidder agrees that this bid becomes the property of the North Texas Municipal Water District ("NTMWD") after the official opening of this bid.

Bidder represents that it has read the bid documents in their entirety, understands the specifications contained in the bid documents, and that the prices submitted in response to this request for bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish all products and/or services at the prices offered by Bidder and upon conditions in the specifications of the submittal.

Bidder represents that this bid has not been prepared in collusion with any other Bidder or any employee of NTMWD, and that the contents of this bid have not been communicated to any other bidder or to any employee of NTMWD prior to the official opening of this bid.

Bidder hereby assigns to NTMWD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Bidder affirms that Bidder has read and understands the specifications and any attachments contained in this bid package. Failure to sign and return this form may result in the rejection of the entire bid.

**AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**COMPANY INFORMATION**

Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel. No: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**AFTER HOURS EMERGENCY CONTACT**

Name: \_\_\_\_\_  
Tel. No: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID RESPONSE**

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**COOPERATIVE PURCHASING PROVISION**

As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in any contract with Bidder. Each local governmental entity wishing to participate must enter into an Interlocal Agreement with NTMWD and have prior authorization from the Bidder. If such participation is authorized, all purchases or services will be issued directly from, and shipped directly to, the local governmental entity requiring said products or services. NTMWD shall not be held responsible for any orders placed, deliveries made, or payment for products or services ordered by these entities. Each entity reserves the right to determine their participation in any contract with Bidder.

Is Bidder willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Bidders will not be penalized for not agreeing to this provision.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**OUT-OF-STATE CERTIFICATION**

As defined by Section 2252.001 of the Texas Government Code, a "nonresident Bidder/Proposer" means a Bidder/Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(    )            I certify that my company is a "Resident Bidder":

\_\_\_\_\_  
Company Name

(    )            I certify that my company qualifies as a "Non-Resident Bidder"

(Note: You must furnish the following information)

Indicate the following information for your "Resident State" (the state in which your principal place of business is located):

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

- A. Does your "resident state" require Bidders whose principal place of business is in Texas to underprice Bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

(    )            Yes

(    )            No

- B. What is the prescribed amount or percentage?

\$ \_\_\_\_\_ or \_\_\_\_\_ %

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date



**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**VENDOR SUPPLEMENTAL FORM**

1. In what state was your business formed? \_\_\_\_\_

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Provide the following information for the person authorized to attest to the signature of the person that will execute the contract on behalf of your organization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Select and complete one of the following:

a. ☐

**Sole Proprietorship**

Legal name of Sole Proprietor: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

b. ☐

**General Partnership**

Legal name of Partnership: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

c. ☐

**Limited Partnership**

Legal name of Limited Partnership: \_\_\_\_\_

Names of General Partners: \_\_\_\_\_

Business address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

d. ☐

**Corporation**

Legal name of Corporation: \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

e. ☐

**Limited Liability Company**

Legal name of Limited Liability Company: \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

f. ☐

**Other Entity (not listed)**

Legal name and type of Company: \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6. a. Are you a publicly traded business? ☐ No ☐ Yes – where traded: \_\_\_\_\_

b. Are you a wholly owned subsidiary of a publicly traded business?

☐ No

☐ Yes; which publicly traded business? \_\_\_\_\_

**In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.**

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

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**REFERENCES**

Three (3) references shall be submitted, other than NTMWD, who can verify your performance as a vendor. References shall be from customers for whom your firm has provided the same goods and/or services in similar size and scope as NTMWD needs specified in this bid request within the past three (3) years. References may be checked by NTMWD. Inaccurate, obsolete, or negative responses from the listed references may result in the rejection of your submittal. Additional pages may be attached, if needed.

1. GOVERNMENT/COMPANY NAME:

ADDRESS:

CONTACT PERSON & TITLE:

PHONE NUMBER & EMAIL ADDRESS:

DATE(S) OF SERVICE:

SCOPE OF WORK:

2. GOVERNMENT/COMPANY NAME:

ADDRESS:

CONTACT PERSON & TITLE:

PHONE NUMBER & EMAIL ADDRESS:

DATE(S) OF SERVICE:

SCOPE OF WORK:

3. GOVERNMENT/COMPANY NAME:

ADDRESS:

CONTACT PERSON & TITLE:

PHONE NUMBER & EMAIL ADDRESS:

DATE(S) OF SERVICE:

SCOPE OF WORK:

**PROHIBITION ON CONTRACTS WITH  
COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

Texas Government Code, Chapter 809, prohibits entering into contracts with companies boycotting energy companies. A governmental entity may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name of Certifying Official) (Title or Position of Certifying Official)

of \_\_\_\_\_, do hereby verify on behalf of said company to the  
(Name of Company)

North Texas Municipal Water District that said company does not boycott energy companies and will not boycott energy companies (as such terms are defined in Texas Government Code Section 809.001) during the term of this contract.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROHIBITION ON CONTRACTS WITH  
COMPANIES THAT DISCRIMINATE AGAINST FIREARM & AMMUNITION INDUSTRIES**

Texas Government Code, Chapter 2274, prohibits entering into contracts with companies that discriminate against a firearm entity or firearm trade association. A governmental entity may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that it; (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name of Certifying Official) (Title or Position of Certifying Official)

of \_\_\_\_\_, do hereby verify on behalf of said company to the  
(Name of Company)

North Texas Municipal Water District that said company; (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association (as such terms are defined in Texas Government Code Section 2274.001); and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the contract (as such terms are defined in Texas Government Code Section 2274.001).

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AGREEMENT FOR  
<INSERT CONTRACT NAME>  
CONTRACT NO. <ENTER BID NUMBER>**

This Agreement for <Insert Contract Name> (the "Agreement") is made by and between the North Texas Municipal Water District ("Owner" or "District"), a district created pursuant to Section 59, Article XVI of the Texas Constitution, acting by and through its duly authorized representative, having its principal offices at 501 E. Brown Street, Wylie, Texas 75098, and <Insert Vendor Name>, a <Insert Business Type>, organized and operating under the laws of the State of Texas, having an office at <Insert Vendor Address> ("Contractor").

**ARTICLE 1 – CONTRACT ADMINISTRATOR**

1.01 The Contract Administrator will be:

<Enter Contract Administrator Job Title>  
PO BOX 2408  
Wylie, Texas 75098

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Contract Administrator in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 2 - CONTRACT PRICE**

2.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents for the prices outlined in the Bid Pricing Form, which is attached and incorporated herein by reference. The estimated annual expenditure is **<WRITTEN DOLLAR AMOUNT> DOLLARS AND NO/100 CENTS (\$X,XXX.00).**

**ARTICLE 3 - TERM**

- 3.01 The initial term of this agreement shall commence on the date of the last signatory and shall be for a period of one (1) year. The agreement will automatically renew under the same pricing, terms, and conditions for four (4) additional one-year periods unless the District provides Contractor with written notice of its intent to terminate the agreement at least sixty (60) days prior to the expiration of the current term. If said notice is given by the District, the agreement shall terminate at the conclusion of the current one-year term. In no event shall the entire term of this agreement exceed five (5) years.
- 3.02 Prices shall remain firm for the duration of the initial contract period. Thereafter, prices changes are subject to the price adjustment provisions of this contract.
- 3.03 The District reserves the option to temporarily extend this service for an additional ninety (90) days from its expiration date for any reason.

**ARTICLE 4 - CONTRACT DOCUMENTS**

- 4.01 Contents
- A. The Contract Documents consist of the following:
1. Fully Executed Agreement
  2. Clarification Response, dated August 3, 2025
  3. Clarification Request, dated August 1, 2025
  4. Addendum No. 1, dated July 1, 2025

5. The District's Solicitation
6. The Contractor's Bid Response
7. Certificate of Insurance
8. Documentation submitted by Contractor prior to Notice of Award

B. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Written Amendment(s)
3. Change Order(s)
4. Field Order(s)
5. Work Change Directive(s)
6. Written Interpretation(s)

C. There are no Contract Documents other than those listed above in this Article 4.

D. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

#### **AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

#### **EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

Owner: <u>North Texas Municipal Water District</u>	Contractor: <u>TO BE DETERMINED</u>
By: _____	By: _____
(Signature)	(Individual's signature)
Name: <u>Jennafer P. Covington</u>	Name: _____
Title: <u>Executive Director</u>	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____
(Signature)	(Individual's signature)
Name: _____	Name: _____
(typed or printed)	(typed or printed)

Address for giving notice:

<u>North Texas Municipal Water District</u>	_____
<u>PO Box 2408</u>	_____
<u>Wylie, Texas 75098-2408</u>	_____

Designated representative:

Name: Jennafer P. Covington

Title: Executive Director

Address: 501 E. Brown Street  
Wylie, Texas 75098

Phone: 972-442-5405

E-mail: jcovington@ntmwd.com

Designated representative:

Name:

Title:

Address:

Phone:

E-mail:

(If Contractor is a corporation or a partnership,  
attach evidence of authority to sign.)

SAMPLE