



**NORTH
TEXAS
MUNICIPAL
WATER
DISTRICT**

REQUEST FOR PROPOSAL NO. 26-099-P CRANE, RIGGING AND SIGNALING TRAINING SERVICES

PRE-PROPOSAL MEETING:

Monday, June 29, 2026, at 2:00 PM Central

SUBMITTALS ARE DUE PRIOR TO:

Thursday, July 9, 2026, at 11:00 AM Central

RFP MAY BE SUBMITTED ELECTRONICALLY TO (Registration is free):

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:

Nancy Leyva
nleyva@ntmwd.com

SOLICITATION SUMMARY FOR REQUEST FOR PROPOSAL 26-099-P (RFP)

1 GENERAL DESCRIPTION

The North Texas Municipal Water District (NTMWD) is seeking proposals from qualified, experienced consultants to provide comprehensive lifting systems training, certification, qualification, and refresher training services for employees performing lifting operations under the NTMWD Lifting Systems Program.

2 SCHEDULE OF EVENTS

Please find below a tentative schedule of events for this RFP. NTMWD reserves the right, in its sole discretion, to revise the tentative schedule of events if the said revision is in its best interest.

- **RFP Release Date:** June 18, 2026
- **Pre-Proposal Meeting:** June 29, 2026, at 2:00 PM Central
- **Deadline for Questions:** June 30, 2026, at 4:00 PM Central
- **Proposal Due Date and Time:** July 9, 2026, at 11:00 AM Central
- **Contract Execution:** Anticipated in mid-to-late August 2026

The proposal opening will be held via Webex immediately following the Proposal Due Date and Time. To participate in the opening, please utilize the following information:

URL: <https://ntmwd.webex.com/join/nleyva>

OR

TEL: 1-415-655-0001 or 844-621-3956
Access Code: 2590 090 3440

Only the names of companies who submitted proposals will be read.

3 TERM

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.

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.

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

4 INSURANCE REQUIREMENTS

Before a contract can be executed, the successful proposer shall provide evidence of insurance coverage in accordance with the "Insurance Provisions" in SPECIAL PROVISIONS contained within this solicitation document. Bidders and their insurance agent, broker or representative must review the insurance provisions to understand its requirements and cost to contract with NTMWD. An insurance affidavit is included in this solicitation to verify the proposer will comply with the insurance provisions if a contract is awarded.

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PROPOSAL INSTRUCTIONS & REQUIREMENTS

A Proposal is requested by NTMWD. NTMWD will receive separate sealed Proposals until the Proposal Due Date and Time. This Section provides information on how and where to submit a Proposal and other pertinent information regarding this RFP. Those who submit proposals are required to read and comply with these instructions.

1. CONTACT INFORMATION

It is the Proposer's responsibility to ask questions and obtain clarification of any information contained herein. Proposers must submit all questions or requests for clarification ONLY in writing and ONLY to the contact person identified on the Cover of this RFP (the "NTMWD Contact"). The Solicitation Number must be referenced in all correspondence pertaining to this RFP. Proposer contact with NTMWD personnel, other than the NTMWD Contact, may be cause for Proposal rejection.

2. ADDENDA AND CLARIFICATIONS

NTMWD may, in its sole discretion, elect to issue changes or clarifications to the RFP. NTMWD will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the RFP. Other written information or verbal communications shall not constitute a change to the requirements of the RFP. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Proposers prior to the date and time of the Proposal Due Date and Time.

It is the Proposer's responsibility to ensure receipt of any addenda issued by NTMWD. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the contract documents.

3. PROPOSAL PREPARATION

- A. Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.
- B. Endorsing the Proposal: An authorized officer of the Proposing Firm must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this RFP except where properly noted in the Proposal Response Forms. Proposers that take exception to NTMWD's General Terms and Conditions, Special Provisions, and/or Scope of Work shall do so at the risk of Proposal rejection.
- C. Tax Exempt Status: Purchases by NTMWD are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, purchases of tangible personal property and taxable services for the purpose of reselling them to NTMWD may also be exempt from sales and use tax under Code Section 151.302. Where legally permitted, a Consultant shall provide the vendor or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to NTMWD pursuant to a contract.
- D. Acceptance of Specification Requirements: NTMWD will presume that the service offered complies with each requirement of the scope of work unless indicated otherwise. If the service offered is different than specified, Proposer must note the difference on an attached document that details the exception(s) to scope of work. Failure of the Proposer to make the required acknowledgements may cause the Proposal to be considered non-responsive, in the sole determination of NTMWD. Should any product be delivered or service performed which is not as the Successful Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to NTMWD.
- E. Proposer Requirements: The Proposer must have demonstrated experience of a similar nature and scope in the successful completion of the services to be performed pursuant to the Scope of Work. The Successful Proposer must take prime Consultant responsibility, including the management and performance of all subcontractors and products (goods) provided.
- F. Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections,

provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.

- G. Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law but does provide NTMWD with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

4. PROPOSAL FORMAT REQUIREMENTS

Overview

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. A Proposal may be deemed to be non-responsive and may be disqualified, at NTMWD's discretion, if the Proposal fails to comply with the following instructions.

Proposal Organization

The original hard copy Proposal shall be submitted in a 3-ring binder or electronically via Bonfire.

Proposals that are uploaded to ntmwd.bonfirehub.com by the specified due date and time will satisfy the bidding requirements.

Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper, with one-inch margins. Proposals may be either single-sided or double-sided pages and single-spaced the entire document.

All Proposal sections shall be divided by the use of numeric index tabs. All pages within these sections shall be uniquely numbered for purposes of easy reference.

Proposals shall be assembled in accordance with the following format.

Cover Letter (1 Page Limit)

- Include an explicit statement indicating that the Proposer, if successful, will be the Prime Consultant for the Work.

Table of Contents

- Include references to sections and page numbers.

Disclosure Statements

- Proposer's disclosure and description of any outstanding legal issues and claims against it in connection with current Scope of Work or other Scope of Work undertaken in the last five (5) years.
- Proposer shall include in its response a statement affirming that no member of NTMWD, no officer, director, agent, or employee of NTMWD, and no member of any commission, committee, NTMWD or corporation controlled or appointed by NTMWD has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value. In addition, the firm shall furnish a statement that identifies any member of NTMWD and any official or employee of NTMWD who, the firm has reason to believe, would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the Proposer. Upon request by NTMWD's Executive Director, or an authorized agent thereof, the Proposer shall respond to any questions relating to the subject of this section.

Addenda

- The acknowledgement page(s) of all addenda issued by NTMWD shall be signed by the Proposer's authorized representative and submitted in this section.

Section 1 – Company Overview/Experience with Similar Work

- Provide the name of the person who is authorized to answer questions regarding the firm's proposal. Please include a phone number and e-mail address.
- Provide a brief overview of your firm including history, mission and/or philosophy, services offered, areas of expertise and organizational structure. Include the number of years in business and the size of company.
- Describe your understanding of the work to be performed and your firm's ability to perform the work within the constraints of the requirements.
- Describe your firm's history of providing crane, rigging and signaling training.
- Describe how and why your firm should be considered. This should include an explanation of the firm's size, structure, and qualifications for serving governmental organizations with a similar size and operations.
- Describe how proposer's training complies with all applicable OSHA, ANSI, ASME, and other applicable standards. Indicate if training is aligned with regulatory requirements and if your firm can train and certify through recognized bodies such as National Commission for the Certification of Crane Operators (NCCCO) or equivalent.
- Describe how the training will prepare the employees to receive certification(s) upon completion of courses.

Section 2 – Team Qualifications

- Identify the key personnel who will be assigned to this contract.
 - Please provide resumes and/or background information that discuss their education, professional certifications, qualifications, and indicate their relevant experience with providing the various types of training requested under this RFP.
 - Detail any hands-on experience the personnel have on the training topics (not just training others) and provide any examples of how they have applied the concepts in real-world situations.
 - Identify how long each person has been with your firm.
- Indicate what specific responsibilities each individual listed above will have with regard to this project and the proper instructor to student ratio.
- Discuss commitments you make to staff continuity, including your staff turnover experience in the last five (5) years. Include your transition and succession plan when key personnel leave your firm.

Section 3 – Methodology, Approach and Timeline

- Describe how your firm will approach the proposed services described in this RFP. This should include information gathering, materials to be used, any hands-on training, software used, etc.
- Describe how your firm will provide refresher courses for participants at the time of certification renewal.
- Identify your firm's capability to cover rigging fundamentals, signaling, load calculations, lift planning, and critical lifts; ability to adapt to our equipment/site needs; clear methods identified to verify both knowledge and skill; use of scenario-based learning.
- Identify inherent Scope of Work challenges and the plan for meeting project management challenges and requirements for training taking place on NTMWD property.
- Provide a schedule of availability to provide training, and an estimated response for scheduling and completion of ad-hoc training requests.
- Provide approach to perform quality reviews of training and incorporation of lessons learned.

- Provide any additional service capabilities and/or information which will be useful in evaluating your proposal, specifically additional training that may be beneficial to NTMWD in the future.
- Identify list of equipment that will be provided for trainings and what equipment the NTMWD will need to provide to accomplish training.
- Provide schedule which captures the required minimum and maximum allowable class size based on each training.

Section 4 – Past Experience

- Describe your firm's history with NTMWD in the last five (5) years, if applicable. If none, provide any history with the public sector.
- Provide the following:
 - Certifications, licenses or industry-specific credentials relevant to the scope of work.
 - Awards or recognitions relevant to the scope of work.
 - Sample deliverables (i.e. course curriculum, internal certifications, etc.)
- List 3 – 5 projects that are most similar in scope, size, complexity and deliverables to the requirements specified in this request for proposal. For each project, provide the following information:
 - Project name
 - Project description
 - Client name
 - Contract value
 - Duration (planned versus actual)
 - Key deliverables and scope elements that match NTMWD requirements
- Upon request, please provide a minimum of three (3) references, for which work has been completed in the past thirty-six (36) months. References should include public entities, if available, and shall be from clients for whom your firm has provided services of similar size and scope to the requirements specified in this request for proposal. Please include a narrative description of the scope of the project. For each, provide the following information:
 - Client name
 - Location (city and state)
 - Contact name(s)
 - Phone number
 - Email address(s)
 - Brief description of work performed, and how it is relevant to the Scope of Work in this RFP.
 - List any team members who worked on the referenced project that are also proposed for this RFP's Scope of Work.
- List all clients that have, in the past two (2) years, terminated their contract prior to the contract's original completion date, including decisions by the client not to exercise remaining contract option years. For any contracts listed, give the reason for termination (if known) and the names and telephone numbers of the client's agent or employee responsible for administering the contract.

Pricing (Do not include this information in the binder)

Provide one (1) copy of the proposed pricing in a sealed envelope entitled "Pricing". Proposal pricing shall be assembled and presented in accordance with the format and instructions of this RFP.

SUBMITTAL OF PROPOSALS

- **NTMWD will accept Proposals no later than the Deadline for Proposal Due Date and Time. NTMWD will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of NTMWD and will not be returned to the Proposer.**

- Hard Copy Proposals must be signed, sealed in an envelope or container, and delivered to NTMWD's Procurement Department. Unsigned, unsealed or late Proposals will not be considered. **The Proposer must submit one (1) original.** The Proposal submittal must be clearly marked with the RFP Number, Proposal Due Date and Time and addressed to the attention of the Procurement Department.
- Proposals that are uploaded to **ntmwd.bonfirehub.com** by the specified due date and time will satisfy the bidding requirements. Technical questions regarding how to upload your submission should be directed to Bonfire support. All other questions regarding this solicitation should be submitted on Bonfire by the question due date and time. If Bonfire is unavailable, questions can be directed to **nleyva@ntmwd.com**.
- Proposer must provide all information requested in this RFP for a Proposal to be considered responsive.
- **Non-Compete Agreements or Clauses:** By submission of a bid or proposal or the execution of a contract, Bidder/Consultant agrees that NTMWD will not be bound by any non-compete agreements or similar agreements that inhibit NTMWD's right to award and execute a contract to any company that submits a bid or proposal to NTMWD.

PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

Responses to this RFP (Proposals) become the exclusive property of NTMWD. Proposals will be opened by NTMWD so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. After Proposals are opened, they will be evaluated on the basis given in the Scope of Work and as described in the "Evaluation Criteria" Section of this RFP. Until final award of a Contract, NTMWD reserves the right to reject any or all Proposals, to waive technicalities, or to proceed with an award for the services otherwise as deemed in NTMWD's best interest.

- NTMWD reserves the right to require additional information from any or all Proposers and to conduct necessary investigations to determine (a) if the product and/or service offered meets NTMWD's requirements, (b) the quality and reliability of the Proposer's performance, and/or (c) to determine the accuracy of the Proposal information. As part of said investigations, NTMWD may interview and/or visit companies or public entities listed as references.
- NTMWD reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of NTMWD.

PROPOSAL AWARD

- If a Purchase Order or Contract is awarded as a result of this RFP, it will be made by NTMWD to the Proposer whose Proposal is determined to be the most advantageous to NTMWD, taking into consideration the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria Section of this RFP.
- Proposals shall remain valid during the evaluation process time period including award of the Purchase Order or Contract. This time period is a minimum of 120 days.
- NTMWD reserves the right to make multiple awards if NTMWD believes it is in its best interest to do so.
- NTMWD and the Consultant agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this award, in the order of precedence listed:
 - Negotiated Modifications, if applicable
 - Addenda, if applicable
 - RFP Scope of Work
 - Special Provisions
 - General Terms and Conditions
 - Consultant's Proposal
- Proposer is required to review all the terms, conditions and contract provisions contained in this RFP to ensure it can comply with and concurs with all requirements.

- Proposer is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the scope of work, whichever is later.

DETERMINATION OF NON-RESPONSIBLE PROPOSER

- NTMWD may disqualify a Proposer as non-responsible and its Proposal shall not be considered for reasons including but not limited to the following:
 - Reason for believing collusion exists among the Proposers.
 - The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
 - Where the Proposer, in the judgment of NTMWD, has failed to perform in a satisfactory manner on a previous contract.

DETERMINATION OF NON-RESPONSIVE PROPOSAL

- NTMWD may disqualify a Proposal as non-responsive and it shall not be considered for reasons including but not limited to the following:
 - Proposal received after the Proposal Due Date and Time.
 - Proposal was not signed.

REJECTION OF PROPOSALS

- NTMWD will automatically reject any Proposal that is submitted after the Proposal Due Date and Time and return it unopened.
- Until a Purchase Order is issued, NTMWD reserves the right to reject any or all Proposals, to waive technicalities, to re-solicit, to decline to proceed, or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of NTMWD.

WITHDRAWING PROPOSALS

- Proposer, by submitting a proposal, warrants and guarantees that the proposal has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Proposers have a common law right to withdraw a proposal due to material mistake in the proposal.
- Proposer must submit a request to withdraw a proposal in writing to the Procurement Manager. The written request to withdraw a proposal must state the reason for the withdrawal request and, if the request is made after the Proposal Due Date and Time, the details of the material mistake must be included in the request. A proposal for which withdrawal is properly requested prior to the Proposal Due Date and Time will be returned to the Proposer unopened.
- If the Proposer elects to withdraw its proposal and the withdrawal is accepted by the Procurement Manager or Designee, then the proposal/bid will become null and void. The proposal/bid will not be eligible to be reinstated.

PROPOSAL CHECKLIST

RFP NO. 26-099-P

PROPOSER: _____

A check mark in the space provided indicates these forms, documents, or actions have been completed and are included in the proposal package. All deviations from the scope of work, form submittals, or action items must be documented separately and included in the submission.

This checklist is intended to be an aid to reduce the possibility of errors in proposal submission; it is not intended to relieve the Proposing Firm from its obligations to review and comply with the RFP requirements.

Please include a copy of a completed checklist with the proposal response.

Proposal Submittals

- ☐ **Signatures.** All forms requiring a signature have been signed.
- ☐ **Proposal Forms.** All forms completed, including:
 - Proposal Pricing Form(s)
 - Organizational Summary Form
 - Proposal Endorsement Form
 - All other forms requested as part of the RFP
- ☐ **Addenda.** When applicable, Proposer submits signed addenda issued as part of the RFP. If any addenda included amended proposal pages or attachments, those documents must be used and included with the proposal.
- ☐ **Vendor References.** Proposer provided the requested number of references for the Proposer.
- ☐ **Proposer Qualifications.** When applicable, Proposer to provide all certifications, licensing, or other requested qualifications verification forms or information necessary to validate qualifications to provide products or services.

Proposal Completion Actions

- ☐ **Read/Confirm Intent to Comply.** Proposer has read the Scope of Work, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.
- ☐ **Proofreading.** Proposer has proofread all documents to ensure all information provided by the Proposer is accurate and responsive to the RFP scope of work. NTMWD is not responsible for errors made by the Proposer.
 - ☐ Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.
- ☐ **Late Proposals.** Please note the time, date and delivery location (or mailing address if submitted by U.S. Postal Service). Late bids or proposals will not be accepted.

END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS

EVALUATION CRITERIA

- 1 The evaluation criteria listed below will be used to determine which proposal response is most advantageous to NTMWD. Said determination will be made by NTMWD based on NTMWD's best interest, and shall be considered final. Responses received to this RFP will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. NTMWD's evaluation team may consider feedback from references and/or NTMWD's direct experience with a Proposing Firm as part of their evaluation process and consideration for scoring proposals. NTMWD's evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process.
- 2 Discussions may be conducted with finalist firms as determined by the evaluation team for clarifications as needed. Proposers shall be treated fairly and equally with respect to any opportunity for discussions. Inasmuch as NTMWD may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below:

Criterion	Weight
Company Overview/Experience with Similar Work (Sections 1)	10 Points
Team Qualifications (Section 2)	20 Points
Methodology, Approach and Timeline (Section 3)	30 Points
Past Experience (Section 4)	25 Points
Price	15 Points

END OF EVALUATION CRITERIA

SCOPE OF WORK

1. Introduction and Purpose

North Texas Municipal Water District (NTMWD) is soliciting proposals from qualified firms to provide comprehensive lifting systems training, certification, qualification, and refresher training services for employees performing lifting operations under the NTMWD Lifting Systems Program.

The intent of this Scope of Work (SOW) is to ensure that all affected employees and supervisors are trained and qualified in accordance with applicable Occupational Safety and Health Administration (OSHA) regulations, recognized industry standards, and NTMWD safety policies.

2. Courses

The Contractor shall furnish all labor, instructors, instructional materials, evaluation tools, coordination services, and documentation necessary to deliver compliant lifting systems training and qualification services. Training programs shall be role-specific, equipment-specific, and applicable to the lifting systems and operational environments used by NTMWD.

All training courses shall include:

- Classroom instruction
- Practical / scenario-based demonstrations
- Hands-on skill evaluations
- Written and/or performance-based assessments
- Issuance of training and/or qualification documentation

3. General Safety Training

The Contractor shall provide training and certification, without the use of third-party examinations, for employees performing the following functions:

- Crane and hoist operation and inspection
- Below-the-hook lifting device use and inspection
- Basic rigging and signal training
- Basic overhead crane operator training

4. Specialized Equipment Training

The Contractor shall provide training and certification, without third-party examination, as required per the regulations for employees operating or using specialized equipment as part of lifting operations, including but not limited to:

- Powered Industrial Trucks
- Excavator used as a lifting system
- Mobile platform lift

5. Training and Qualification with Accredited Third-Party Examination

The Contractor shall provide training and facilitate qualification through OSHA-recognized, accredited third-party examinations, such as the National Commission for the Certification of Crane Operators (NCCCO) or equivalent for the following classifications:

- **Crane Operators**
 - Telescopic Boom Truck Crane Operator training (fixed and/or swing cab up to 60T)
 - Telescopic Boom Truck Crane Operator qualification examination administered by an accredited third party.
 - Service Truck Crane Operator training
 - Service Truck Crane Operator qualification examination administered by an accredited third party
- **Signal Person**
 - Signal Person training for employees providing signals to Boom Truck and Service Truck Crane

Operators

- Signal Person qualification examination administered by an OSHA-recognized, accredited third party

- **Riggers**

- Rigger training for employees performing rigging activities for Boom Truck and Service Truck Crane Operators

- Rigger qualification examination administered by an OSHA-recognized, accredited third party

The Contractor shall be responsible for coordinating examination scheduling, verification of examiner accreditation, and documentation of results.

6. Management and Supervisor Training

The Contractor shall provide training for managers and supervisors with oversight responsibilities for lifting operations as required per the regulations. At a minimum, training shall include Crane Safety Management for the Non-Crane Professional

This training shall address regulatory responsibilities, compliance oversight, hazard recognition, lift plan development, and management of qualified personnel.

7. Refresher Training Requirements

The Contractor shall provide refresher training for all employees and supervisors assigned duties under the NTMWD Lifting Systems Program.

Refresher training shall be conducted at intervals not to exceed those required by applicable regulations, measured from the date of the employee's most recent training or qualification examination. Refresher training shall also be provided sooner when required to maintain compliance, including but not limited to the following circumstances:

- Changes in applicable regulations or NTMWD policies
- Incident history, near misses, or safety performance concerns
- Equipment modifications, upgrades, or introduction of new equipment
- Identified deficiencies during audits, evaluations, or observations

All refresher training shall be documented and maintained in accordance with NTMWD requirements.

8. Documentation and Recordkeeping

The Contractor shall provide complete training and qualification records for each participant, including:

- Course title and description
- Date(s) of training
- Instructor qualifications
- Examination results, where applicable
- Certificates of training, certification, and/or qualification
 - Non-Third Party issued certificates shall include course title, issuing entity, trainer name, trainee name, date of training completion, and expiration if applicable.

9. Standards and Regulatory Compliance

All training, evaluations, certifications, and examinations shall comply with applicable federal, state, and local regulations and standards, including but not limited to:

- OSHA 29 CFR 1910 and 1926 (Cranes, Derricks, Rigging, and Lifting Devices)
- Applicable ANSI and ASME standards
- NTMWD Lifting Systems Program requirements

[END OF SECTION]

SPECIAL PROVISIONS

1 NTMWD'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Consultant (and Consultant's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and NTMWD shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by NTMWD to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Consultant personnel who have worked on or have knowledge related to the performance of this Contract. The Consultant shall provide all records and retrieval requested, within seven (7) calendar days.

2 TERM

- 2.1 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.
- 2.2 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.
- 2.3 NTMWD reserves the option to temporarily extend this service for an additional ninety (90) days from its expiration date for any reason.

3 INSURANCE PROVISIONS

3.1 DEFINITIONS FOR INSURANCE PROVISIONS

- "We", "us", or "our" means the North Texas Municipal Water District.
- "You" or "your" means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
- "Contract" means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
- For purpose of defining Additional Insured and Waiver of Subrogation, the term "North Texas Municipal Water District (the District)" shall also mean the elected officials, Board, officers, employees, agents and representatives of the District and the Cities.

3.2 GENERAL REQUIREMENTS

- You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the District.
- All required policies must be written through a company approved to transact that class of insurance in the State of Texas, with a minimum rating of 'A -', and 'VII' by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.
- All required policies, except policies for workers' compensation and professional liability, shall designate the below mentioned parties as "Additional Insureds."

"North Texas Municipal Water District"

- All required policies shall waive the insurer's right of recovery or subrogation against the District.
- If any policy is in excess of self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding \$100,000.
- All required policies must be primary with respect to coverage provided for the District.
- All required policies must be non-contributory with other coverage or self-insurance available to the District.
- All required Liability policies, except Professional, must be written on an "Occurrence Form." Neither "Modified Occurrence" nor "Claims-Made" policies are acceptable, and the Contractor will be in contractual default if your insurance is "Modified Occurrence" or "Claims Made." If the Professional Liability policy is Claims- Made, the Retroactive Date must be on or before the contract date or the date of the Contractor's first professional service to the District related to our contract.
- All required liability policies must cover cross-suits between insureds.
- All required liability policies must contain a "severability of interests" provision.

3.3 REQUIRED COVERAGE AND LIMITS

Workers' Compensation.....Texas Statutory Coverage
Employer's Liability Insurance\$500,000 Each Accident
Each Disease, Each Employee.....\$500,000
Each Disease Policy Limit.....\$500,000

- All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the District, or entering upon the District's premises, must be covered by Texas Workers' Compensation.
- If Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide the District with a Hold Harmless and Indemnification Agreement in the form attached in the "Proposal Response Forms" section.

Commercial General Liability (CGL)
Limit Any One Occurrence\$1,000,000
Damage to Rented Premises \$100,000
Personal and Advertising Injury.....\$1,000,000
Policy Aggregate.....\$2,000,000
Products and Completed Operations Aggregate.....\$2,000,000

- Aggregate limits of General Contractors or construction contracts General Liability policies shall be "per project" or "per location," as appropriate. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify the District and promptly reinstate the required aggregates.

Business Automobile Liability
Combined Single Limit for Each Accident..... \$500,000

- Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer's Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.

Professional Liability Insurance\$1,000,000

- Your policy must cover the type of professional service you will provide in fulfilling your contract with

the District including covering data breaches, infringement of intellectual property, trademark or copyright, invasion of privacy, information theft, damage to or destruction of electronic data, extortion and network security.

- If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first professional service to the District.

3.4 ADDITIONAL REQUIREMENTS

- Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either endeavor to require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.
- The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
- The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.

3.5 CERTIFICATE OF INSURANCE

Upon execution of the contract or prior to commencement of work, whichever is first, you shall provide the Procurement Manager with a current insurance certificate by emailing your certificate to **nleyva@ntmwd.com** with your contract number and business name in the subject line. Please copy the Procurement Manager on email submissions. You shall cause your insurance data to be kept current with the District for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.

You further agree, upon our oral or written request, to furnish copies of certificates of insurance, certified by an authorized representative of the insurer(s), within ten (10) days of request. Certificate shall include the RFP/Contract number.

You shall provide the District at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.

No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The District's decision thereon shall be final.

Approval, disapproval or failure to act by the District regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.

No special payment, except when separate line item is provided, shall be made by the District for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1 ASSIGNMENT

The Consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title, or interests therein, or its power to execute such agreement to any other person, company, or corporation without the prior approval, in writing, by the North Texas Municipal Water District (NTMWD), whose approval shall be discretionary. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

2 CHANGES IN CONTRACT

NTMWD reserves the right to make changes in the scope of the Work as may be considered necessary or desirable, and Consultant shall perform the Work as altered, whether increased or decreased, for a new Contract price equitably adjusted to reflect the changes. No allowance will be made for anticipated profits where the scope of the Work has been diminished. All Contract changes must be executed in writing. Payment will be made only for actual quantities of products delivered or Work performed.

3 COMPLIANCE WITH LAWS

Consultant shall comply with all applicable Federal, State and Local laws, statutes and ordinances, and with all applicable regulations or orders of any governmental department, NTMWD, bureau or agency, including NTMWD.

4 CONFIDENTIAL OR PROPRIETARY INFORMATION

Any portion of the Consultant's Proposal that is marked confidential or proprietary, or clearly states contains trade secrets of the Consultant may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law. If access is requested to information in the Consultant's Proposal so marked, NTMWD shall review the issues thoroughly and, if justified, shall request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

5 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE):

All contracts and subcontracts that result from this RFP incorporate by reference the provisions of 29 CFR part 201, the Federal Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6 FISCAL YEAR FUNDING

NTMWD's fiscal year begins October 1 and ends the following September 30th. Budget funds are approved by NTMWD and Board on an annual basis. In the event 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. Consultant 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 NTMWD.

7 FORCE MAJEURE

Neither Consultant nor NTMWD shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "force majeure events"). For purposes of this Contract, force majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events

or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the force majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. NTMWD shall not be responsible for payment for any product or service delayed or foreclosed by any force majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude NTMWD from canceling or terminating this Contract (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Contract.

8 INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONSULTANT, ANY SUBCONSULTANT, ANY SUPPLIER, OR ANY 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.

IN ANY AND ALL CLAIMS AGAINST OWNER OR ANY OF THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, OR SUBCONSULTANTS BY ANY EMPLOYEE (OR THE SURVIVOR OR PERSONAL REPRESENTATIVE OF SUCH EMPLOYEE) OF CONSULTANT, ANY SUBCONSULTANT, ANY SUPPLIER, OR ANY 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, THE INDEMNIFICATION OBLIGATION UNDER PARAGRAPH 11.1 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR ANY SUCH SUBCONSULTANT, SUPPLIER, OR OTHER INDIVIDUAL OR ENTITY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

9 INDEPENDENT CONSULTANT

The relationship of Consultant to NTMWD is that of Independent Consultant. Under no circumstances shall NTMWD be considered in privity of Contract with any subconsultant or supplier hired by Consultant, and such subconsultant or supplier, if any, shall look solely to Consultant or to the Contract Bond Surety, if any, for recovery of any claims for monies owed for material supplied or labor performed relating to the Work hereunder.

10 JURISDICTION

This Contract shall be construed in accordance with the laws and court decisions of the State of Texas and be enforceable in Collin County, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie exclusively in Collin County, Texas.

11 NON-COMPETE AGREEMENTS OR CLAUSES

By execution of this contract, Consultant agrees that NTMWD will not be bound by any non-compete agreements or similar agreements that inhibit NTMWD's right to award and execute a contract to any company that submits a bid or proposal to NTMWD.

12 NOTICE OF DELAYS

Whenever the Consultant encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Consultant shall immediately give notice in writing to NTMWD including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by NTMWD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

All contracts and subcontracts that result from this RFP incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to them by this Contract, neither NTMWD's Technical Representative, his/her authorized representatives, nor any employees or officers of NTMWD shall be personally liable.

15 SEVERABILITY

If any provision of the Contract is declared or found to be illegal, unenforceable or void, in whole or in part, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that the Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. The parties agree to negotiate in good faith for a proper amendment to the Contract in the event any provision thereof is declared illegal, invalid or unenforceable.

16 SUBLETTING OF CONTRACT

NTMWD will not recognize any subconsultant on the Work. The Consultant shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of NTMWD's Technical Representative.

17 TAX EXEMPTION STATUS

NTMWD is a local governmental agency and exempt from all city, state, and federal sales and use taxes.

18 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

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.

19 TERMINATION OF CONTRACT FOR NTMWD 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.

20 TERMS OF PAYMENT

Terms of payment will be Net 30 for invoices submitted to and approved by NTMWD. Invoices shall be fully documented in accordance with the scope of work.

Payment may be delayed on invoices not listing the Purchase Order number. Invoices shall be priced per unit prices as awarded unless Consultant invoices at a discounted unit price. If Consultant 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 Consultant.

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

21 THIRD-PARTY BENEFICIARY CLAUSE

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the contract to make the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit on or under the Contract.

22 LIABILITY FOR DAMAGE TO DISTRICT PROPERTY

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

23 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.

24 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.

Professional 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.

25 PROHIBITED USE OF CERTAIN SOCIAL MEDIA APPLICATIONS AND SERVICES ON GOVERNMENT DEVICES

In accordance with District 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 the District.

26 DISCLOSURE OF INTERESTED PARTIES

By submitting a proposal in response to this solicitation, the Professional 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.

27 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.

28 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.)

END OF GENERAL TERMS AND CONDITIONS

1 PROPOSAL RESPONSE FORMS

UTILIZE THE PROPOSAL PRICING FORM PROVIDED ON [NTMWD.BONFIREHUB.COM](https://ntmwd.bonfirehub.com)

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL)

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 this contract. Each entity wishing to participate must enter into an Interlocal Agreement with NTMWD and have prior authorization from the Consultant. If such participation is authorized, all purchases or services will be issued directly from, and shipped directly to, the local governmental entity requiring 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 this Contract.

Proposer's authorized agent must indicate if Proposer agrees to allow other governmental entities to participate in this Contract, if awarded, under the same terms and conditions by checking the appropriate box below. Proposers will not be penalized for not agreeing to this Provision.

- ☐ Yes, Agree to Cooperative Purchasing Provision
- ☐ No, Do Not Agree to Cooperative Purchasing Provision

3 INSURANCE REVIEW VERIFICATION

Does the Proposing Firm currently carry the insurance coverage as specified in the Special Provisions?

- ☐ Yes ☐ No

If no, has your firm reviewed the steps necessary, including cost, with your insurance agent, broker or internal department to ensure it will obtain the specified insurance?

- ☐ Yes ☐ No

4 SUBCONTRACTOR AGREEMENT VERIFICATION

4.1 Bidder acknowledges notification that it will submit fully executed copies of each subcontractor agreement to the assigned contract administrator prior to execution of the contract. Contractor is required to submit the subcontract agreement(s) within thirty(30) business days after receipt of Limited Notice to Proceed.

_____ Bidder's Initials

5 ORGANIZATIONAL SUMMARY INFORMATION

1. PROPOSING FIRM:

2. Social Security or Taxpayer Identification Number:

(NOTE: Submit copy of Proposer's current W-9 Form.)

3. In what state is the principal place of business?

4. Does the state in which the principal place of business or home office is located have local supplier or manufacturer preference laws? No ☐ Yes ☐ If yes, give applicable percentage: % , or other conditions:

5. Optional Information:

☐ Certified as a State of Texas Historically Underutilized Business (HUB) ID Number:

☐ Certified as Small Business Enterprise Certification

Agency:

Certification Number: _____

Additional Comments if Desired:

6 INSURANCE AFFIDAVIT

North Texas Municipal Water District RFP No. 26-099-P

NAME OF PROPOSER: _____

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all requirements stated in Special Provisions, 3. Insurance Provisions, and said insurance shall be provided without change to the prices offered.

Name of Proposer: _____

Authorized Agent (please print): _____

Authorized Agent's Signature: _____

Date: _____

7 VENDOR SUPPLEMENTAL INFORMATION

It is recommended this form be completed by a governing person, governing authority, or legal counsel.

The following information is required for contract development.

- 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 _____

Email _____ Phone Number: _____

- 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 _____

Email _____ Phone Number: _____

- 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 _____

Email _____ Phone Number: _____

- 5. Select and complete one of the following:**

- a. ☐ **Sole Proprietorship**
- i. Legal name of Sole Proprietor: _____
 - ii. Business address: _____
City _____ State _____ Zip _____

- b. ☐ **General Partnership**
- i. Legal name of Partnership: _____
 - ii. Business address: _____
City _____ State _____ Zip _____

☐**Limited Partnership**

- i. Legal name of Limited Partnership: _____
- ii. Names of General Partners: _____
- iii. Business address: _____
- City _____ State _____ Zip _____

c.

☐**Corporation**

- i. Legal name of Corporation: _____
- ii. Business address _____
- City _____ State _____ Zip _____

d.

☐**Limited Liability Company**

- i. Legal name of Limited Liability Company: _____
- ii. Business address _____
- City _____ State _____ Zip _____

e.

☐**Other Entity (not listed)**

- i. Legal name and type of Company: _____
- ii. 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 publiclytraded 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: _____

8 PROPOSAL ENDORSEMENT FORM

The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire RFP package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS PROPOSAL, WHEN ACCEPTED BY NTMWD, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND NTMWD.

Acceptance may take the form of an Acceptance Letter or Purchase Order issued by NTMWD, or a Contract document issued by NTMWD and executed by both parties, followed by a Notice to Proceed issued by NTMWD. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and NTMWD. After Proposal acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

PROPOSAL FOR RFP NO. 26-099-P

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

By: _____

(Original Signature of Proposing Firm's Authorized Agent)

***Must be signed for proposal
to be considered responsive***

(Typed or Printed Name)

(Title)

(Email and Telephone Number)

(Date Signed)

9 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

10 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