



**NORTH  
TEXAS  
MUNICIPAL  
WATER  
DISTRICT**

## **REQUEST FOR PROPOSAL NO. 22-176-P Communications Services**

**PRE-PROPOSAL MEETING:**

Thursday, July 14, 2022, at 2:30 PM Central Time

**URL:** <https://ntmwd.webex.com/meet/dleong>

**OR**

**Tel:** 415-655-0001

**Meeting No. (Access Code):** 145 101 8098

**SUBMITTALS ARE DUE PRIOR TO:**

Wednesday, July 27, 2022, at 10:00 AM Central Time

**RFP 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  
PURCHASING DEPARTMENT  
501 E. BROWN STREET  
WYLIE, TX 75098

**DOCUMENTS MAY BE MAILED TO:**

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

**NORTH TEXAS MUNICIPAL WATER DISTRICT CONTACT:**

Dave Leong, CPPB

[dleong@ntmwd.com](mailto:dleong@ntmwd.com)

# SOLICITATION SUMMARY FOR REQUEST FOR PROPOSAL 22-176-P (RFP)

## 1 GENERAL DESCRIPTION

The North Texas Municipal Water District (NTMWD) is seeking proposals for Communications Services.

## 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 29, 2022
- **Pre-Proposal Meeting:** July 14, 2022, at 2:30 PM Central
- **Deadline for Questions:** July 15, 2022, at 5:00 PM Central
- **Proposal Due Date and Time:** July 27, 2022, at 10:00 AM Central
- **Contract Execution:** Anticipated in late August 2022

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/meet/dleong>

OR

Tel: 415-655-0001

Meeting No. (Access Code): 145 101 8098

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

## 3 TERM

The contract period shall commence on October 1, 2022, for a period of three (3) years. NTMWD shall have the right to renew for two (2) additional one (1) year periods.

## 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.

## **TABLE OF CONTENTS**

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### **PROPOSAL INSTRUCTION AND REQUIREMENTS**

- 1 *Contact Information*
- 2 *Addenda and Clarifications*
- 3 *Proposal Preparation*
- 4 *Proposal Format Requirements*
- 5 *Submittal of Proposals*
- 6 *Proposal Receipt / Evaluation of Proposals*
- 7 *Proposal Award*
- 8 *Determination of Non-Responsible Proposer*
- 9 *Determination of Non-Responsive Proposal*
- 10 *Rejection of Proposals*
- 11 *Withdrawing Proposals*
- 12 *Proposal Preparation Forms*

### **EVALUATION CRITERIA**

### **SCOPE OF WORK**

### **SPECIAL PROVISIONS**

- 1 *NTMWD's Right to Inspect and Audit*
- 2 *Term*
- 3 *Insurance Provisions*

### **GENERAL TERMS AND CONDITIONS**

- 1 *Assignment*
- 2 *Changes In Contract*
- 3 *Compliance With Laws*
- 4 *Confidential or Proprietary Information*
- 5 *Federal Fair Labor Standards Act (Federal Minimum Wage)*
- 6 *Fiscal Year Funding*
- 7 *Force Majeure*
- 8 *Indemnification and Hold Harmless*
- 9 *Independent Contractor*
- 10 *Jurisdiction*
- 11 *Non-Compete Agreement or Clauses*
- 12 *Notice of Delays*
- 13 *Occupational Safety and Health Act of 1970*
- 14 *Personal Liability of Public Officials*
- 15 *Severability*
- 16 *Subletting of Contract*
- 17 *Tax Exemption Status*
- 18 *Termination of Contract: Default And Remedies*
- 19 *Termination of Contract For NTMWD Convenience*
- 20 *Terms of Payments*
- 21 *Third-Party Beneficiary Clause*

### **PROPOSAL RESPONSE FORMS**

- 1 *Proposal Pricing Format*
- 2 *Cooperative Purchasing Provisions*
- 3 *Insurance Review Verification*
- 4 *Subcontractor Agreement Verification*
- 5 *Organizational Summary Information*
- 6 *Insurance Affidavit*
- 7 *Vendor Supplemental Information*
- 8 *Proposal Endorsement Form*
- 9 *Prohibition on Contracts with Companies Boycotting Energy Companies*
- 10 *Prohibition on Contracts with Companies that Discriminate Against Firearm & Ammunition Industries*

## PROPOSAL INSTRUCTIONS & REQUIREMENTS

A Proposal is requested by the NTMWD. The 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**

The NTMWD may, in its sole discretion, elect to issue changes or clarifications to the RFP. The 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 the 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 the 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 the 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 the 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 the NTMWD pursuant to a contract.
- D. Acceptance of Specification Requirements: The 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 the 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 the 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 the 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, in the 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](https://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 the NTMWD, no officer, director, agent, or employee of the NTMWD, and no member of any commission, committee, NTMWD or corporation controlled or appointed by the 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 the NTMWD and any official or employee of the 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 the 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 the NTMWD shall be signed by the Proposer's authorized representative and submitted in this section.

## **Tab 1 – Company Overview**

- 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 time frame provided.
- Describe how and why your firm should be considered for this proposal. This should include an explanation of the firm's philosophy, size, structure, and qualifications for serving governmental organizations with a similar size and operations.

## **Tab 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 communications services.
- Indicate what specific responsibilities each individual listed above will have in regard to this project.
- Describe your firm's office resources and capabilities within the Dallas Fort-Worth Metroplex (i.e., paid media relationships, media relationships, etc.). Identify staffing size and areas of expertise in Dallas and other locations for the firm. Include information related to any partner firms required to execute this contract. Identify additional non-local resources or resources of major partners required for this project. In addition, provide the firm(s) and resources who will be available to support NTMWD.
- Discuss commitments you make to staff continuity, including your staff turnover experience in the last three (3) years.
- Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility. Indicate team personnel that are not from local offices.
- Indicate whether any firms are proposed as sub-consultants or vendors for this project and the type of work to be performed by each firm. What is the total percentage of work that each firm expects to perform on the projects?

## **Tab 3 – Methodology and Approach**

- Describe and identify clearly and fully, your firm's proposed approach to the services described in this RFP. This should include information on single versus team management, project communication approach, etc.
- Provide proposed project timeline for transition of services from incumbent.
- Discuss the communication process used by the firm to report issues to management.
- Identify inherent scope of work challenges and the overall plan for meeting project management challenges and requirements.
- Describe what assistance will be required from NTMWD's staff.
- Provide any additional information which will be useful in evaluating your proposal.

#### Tab 4 – References / Experience

- Provide two (2) sample reports: one monthly and one annual report on the analytics, metrics, and other related data to a marketing campaign. Provide background information on the entity the report was completed for. It is preferred that the reports are for a water district or large municipality, but not required.
- Provide marketing design samples for social media, billboards, information graphics or other related promotional campaign material.
- Please provide 3 – 5 references for which work has been completed. References shall be from customers for whom your firm has provided services in similar size and scope as the NTMWD needs specified in this request for proposal. Provide examples of recent, relevant projects. Please include a narrative description of the scope of the project, the tools and resources used, and the completion time of the projects referenced. The reference list should include public entities if available. Include the following information:
  - Company/Entity name
  - Location (city and state)
  - Contact name(s)
  - Phone number
  - Email address(s)
  - Description of work performed, duration of the implementation, and how it is relevant to the Scope of Work in this RFP. Also 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**

- **The NTMWD will accept Proposals no later than the Deadline for Proposal Due Date and Time. The NTMWD will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of the NTMWD and will not be returned to the Proposer.**
- Hard Copy Proposals must be signed, sealed in an envelope or container, and delivered to the NTMWD's Purchasing 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 Purchasing 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 directed to [dleong@ntmwd.com](mailto:dleong@ntmwd.com) by the question due date and time.**
- 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 the NTMWD will not be bound by any non-compete agreements or similar agreements that inhibit the NTMWD's right to award and execute a contract to any company that submits a bid or proposal to the NTMWD.

## **PROPOSAL RECEIPT / EVALUATION OF PROPOSALS**

Responses to this RFP (Proposals) become the exclusive property of the NTMWD. Proposals will be opened by the 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, the 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 the NTMWD's best interest.

- The 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 the 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, the NTMWD may interview and/or visit companies or public entities listed as references.
- The 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 the NTMWD.

## **PROPOSAL AWARD**

- If a Purchase Order or Contract is awarded as a result of this RFP, it will be made by the NTMWD to the Proposer whose Proposal is determined to be the most advantageous to the 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.
- The NTMWD reserves the right to make multiple awards if the NTMWD believes it is in its best interest to do so.
- The 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**

- The 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 the NTMWD, has failed to perform in a satisfactory manner on a previous contract.



## **DETERMINATION OF NON-RESPONSIVE PROPOSAL**

- The 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**

- The 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, the 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 the 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 Purchasing 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 Purchasing 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. 22-176-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)
  - 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. The 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

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- 1 The evaluation criteria listed below will be used to determine which proposal response is most advantageous to the NTMWD. Said determination will be made by the NTMWD based on the 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. The NTMWD's evaluation team may consider feedback from references and/or the NTMWD's direct experience with a Proposing Firm as part of their evaluation process and consideration for scoring proposals. The 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 the 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, Qualifications and Experience of Personnel (Tabs 1 – 2)	30%
Methodology and Approach (Tab 3)	15%
Prior Experience Completing Similar Projects (Tab 4)	15%
Price	40%

END OF EVALUATION CRITERIA

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **SCOPE OF WORK**

### **1. BACKGROUND/INTRODUCTION**

The North Texas Municipal Water District (NTMWD) provides vital water, wastewater, and waste management services to more than two million people who call North Texas their home.

Since the inception of NTMWD more than six decades ago, we have collaborated with North Texas cities and communities on the design and operation of our systems. The ten original Member Cities are: Farmersville, Forney, Garland, McKinney, Mesquite, Princeton, Plano, Rockwall, Royse City, and Wylie. Richardson joined as a Member City in 1973, Allen in 1998, and Frisco in 2001. More about our history is available at <https://www.ntmwd.com/history>.

This regional partnership has reduced costs, facilitated access to water, wastewater, and solid waste services to communities large and small, and streamlined service delivery. Details on each service is available at: <https://www.ntmwd.com/services>. The most recent annual report can be found at [https://www.ntmwd.com/wp-content/uploads/2022/02/NTMWD\\_2020-21-Annual-Report\\_web-version.pdf](https://www.ntmwd.com/wp-content/uploads/2022/02/NTMWD_2020-21-Annual-Report_web-version.pdf).

This scope of work identifies the broad, basic, top-level objectives of the acquisition and is used as a focusing tool for both NTMWD and offerors. While requirements are listed, it is NTMWD's intent to provide maximum flexibility to allow for each offeror to propose an innovative approach that it believes meets the requirements and should be considered by NTMWD.

### **2. OBJECTIVES**

- 2.1 Obtain a communications/public relations agency to provide assistance in the strategic planning, development, implementation, and evaluation of communications tactics and tools to support effective public and stakeholder communications to meet NTMWD objectives.
- 2.2 Create and maintain consistency and continuity in messaging and creative assets through a single communications/public relations agency of record that will facilitate an integrated marketing communications program to:
  - 2.2.1 Increase the understanding of NTMWD services and operations, including but not limited to water, wastewater, and solid waste.
  - 2.2.2 Change the behaviors and actions of the public toward water conservation and water reuse and other environmental stewardship-related issues.
  - 2.2.3 Improve the awareness of the “value of water” in terms of wholesale rates and the costs of infrastructure, operations, treatment, delivery, and capital improvement programs that contribute to those rates.
  - 2.2.4 Promote NTMWD employee culture to potential applicants and to highlight that culture to existing staff.
  - 2.2.5 Develop multi-language resources that can be shared with NTMWD Member Cities and Customers for uses within their communities.
- 2.3 Increase awareness and understanding of NTMWD's history, operations, value of services and capital projects for key stakeholders such as:
  - 2.3.1 Member Cities (elected officials, senior leadership, and residents)
  - 2.3.2 Customer Cities and utility districts (elected officials, senior leadership, and residents)
  - 2.3.3 NTMWD Employees

- 2.3.4 Regulatory Agencies
- 2.3.5 Other water, wastewater, and/or solid waste service providers and utilities
- 2.3.6 Contractors

### 3. **CURRENT ENVIRONMENT**

- 3.1 NTMWD has over 850 employees that: Build, maintain, protect, store, and conserve regional water supplies; treat and deliver clean drinking water; collect, treat, and dispose of trash sewage, and other waste; and, plan for future regional service needs.
- 3.2 NTMWD service areas are as follows:
  - 3.2.1 Water – Member Cities <https://www.ntmwd.com/documents/ntmwd-water-system-map-members>
  - 3.2.2 Water – Customer Cities <https://www.ntmwd.com/documents/ntmwd-water-system-map-customers>
  - 3.2.3 Wastewater <https://www.ntmwd.com/documents/ntmwd-wastewater-system-map>
  - 3.2.4 Solid Waste <https://www.ntmwd.com/documents/ntmwd-solid-waste-system-map>
- 3.3 NTMWD's Vision is regional service through unity: meeting our region's needs today and tomorrow.
- 3.4 NTMWD's Mission is to provide high quality and dependable water, wastewater, and solid waste services in a cost-efficient manner.
- 3.5 NTMWD's Goals are as follows:
  - 3.5.1 SERVICE – Provide superior water, wastewater, and solid waste services today and tomorrow.
  - 3.5.2 STEWARDSHIP – Responsibly manage public resources to ensure responsiveness, effectiveness, and efficiency.
  - 3.5.3 PARTNERSHIP – Actively work with members, customers, partners, employees, and stakeholders.
  - 3.5.4 PEOPLE – Build a talented, competent, and committed team.
- 3.6 Details on NTMWD's 2022 – 2027 strategic plan can be found at <https://www.ntmwd.com/documents/2022-2027-strategic-plan-summary>.
- 3.7 NTMWD brand guideline (graphic identity manual) is included at Attachment A. Bois d'Arc brand guide is included as Attachment B.
- 3.8 NTMWD's Core Values are represented by terms that uniquely describe how we think of ourselves, what it means to work for NTMWD and how we want others to think of us. These values define our culture. Our cities and customers depend on us to provide superior services, and to protect public health and the environment.
  - 3.8.1 INTEGRITY – We are relied on to be effective, honest, open, and consistent, and to serve our customers' best interest.
  - 3.8.2 TRUST – We are honest, trustworthy, transparent, and reliable in our words and actions, and accountable for what we say and do.
  - 3.8.3 RESPECT – We treat our customers and each other with courtesy, kindness, and fairness.

- 3.8.4 UNITY – We do what’s best for our customers and the region – ALL-IN together.
- 3.8.5 SAFETY – We mitigate risks in our daily activities to minimize accidents, injuries, and damage, and protect public health and the environment; we take care of each other so we can fulfill our mission.
- 3.8.6 TEAMWORK – We cooperate and collaborate with each other, our customers, and partners to meet our region’s needs today and tomorrow.
- 3.9 The NTMWD Communications Department staff roles and responsibilities are as follows:
  - 3.9.1 Communications Director – Oversees the overall implementation of the services described in this scope of work.
  - 3.9.2 Public Relations Specialist – Facilitates general communications services.
  - 3.9.3 Multi-Media Specialist – Facilitates social media and graphic design services.
  - 3.9.4 Public Education Manager – Facilitates water conservation and public education services.
  - 3.9.5 Water Resource Assistant – Facilitates payment and administrative aspects related to the work.
- 3.10 Public Education advertising budget in FY2022 (Oct 1, 2021 – Sep 30, 2022) for paid media (digital, print, and billboards) is \$367,500 and can be used as a benchmark for planning purposes for FY2023.
- 3.11 General Communications advertising budget for paid media (digital and print) is estimated to be \$107,000 for FY2023.

#### 4. **CONSTRAINTS**

- 4.1 Any subcontractors proposed to be utilized in performance of this contract shall be pre-approved by NTMWD.

#### 5. **TASKS/DELIVERABLES**

##### 5.1 **Strategic Planning**

Participate in overall planning efforts to develop, create, implement, and evaluate various communication tools, tactics and creative assets for general communications and public education (water conservation and water reuse).

- 5.1.1 Communications Audit - Review existing NTMWD communications materials, social media, tactics, market research, media coverage, internal communications, and other feedback to understand the community’s perception of NTMWD and to identify strengths, opportunities, weaknesses, and barriers to achieving our strategic communications goals.
  - 5.1.1.1 Host a kickoff meeting with project team to discuss existing efforts, project goals and deliverables, develop work plan and schedules, milestones, and other items.
  - 5.1.1.2 Analyze kickoff meeting information and existing communications efforts, materials, and resources.
  - 5.1.1.3 Provide a written summary of audit and guidance on a path forward for communication plans and strategies.
  - 5.1.1.4 Provide ongoing guidance of the plans and strategies.

- 5.1.2 Host a minimum of one (1) planning session every month with consultant project staff assigned to NTMWD and the NTMWD Communications staff. Meeting can be done virtually.
  - 5.1.3 Host project-specific meetings (general communications, public education, social media, video production, media relations, etc.) as needed between consultant project staff from the consultant and NTMWD project staff.
  - 5.1.4 Produce monthly reports and an annual report on KPI's of communication plans and strategies, paid media ROI's, social media analytics, and guidance based on metrics and data-driven decisions.
- 5.2 **Public Education Outreach (Water Conservation and Water Reuse)**  
Utilize public education advertising funds to market the importance of water conservation and water reuse to change public behaviors towards water use, emphasize call to action initiatives for free conservation programs/services and promote local public awareness of environmental stewardship of water, soil, watershed, and other related messages (Water My Yard; Cease the Grease; Fats, Oils & Greases; etc.).
- 5.2.1 Coordinate with staff on the scheduling, creation of a local campaign theme and strategic placement of marketing funds to supplement a regional campaign NTMWD has in partnership with the City of Dallas and Tarrant Regional Water District called "Water is Awesome."
    - 5.2.1.1 Facilitating the media buy and placement of print ads in publications; and creating the designs.
    - 5.2.1.2 Facilitating the media buy and placement of billboard ads; and creating the designs.
    - 5.2.1.3 Partnering with the NTMWD staff on strategies for paid and organic social media ads, and other digital marketing strategies (Google ads, etc.).
  - 5.2.2 Develop concepts with staff to use the "Water Is Awesome" regional assets within NTMWD platforms.
  - 5.2.3 Develop drought messaging and communication plan.
- 5.3 **General Communications**  
Develop various creative assets and graphics to promote the overall messaging of NTMWD services and programs related to water, wastewater, solid waste, capital projects and other district-wide communications.
- 5.3.1 Design infographics for use by staff in print, web, social media, and public displays.
  - 5.3.2 Design fact sheets on water, wastewater, solid waste, capital projects and other programs/services.
    - 5.3.2.1 Current sample of fact sheet can be viewed at <https://www.ntmwd.com/fact-sheets>.
  - 5.3.3 Develop PowerPoint templates for use in staff meetings, public meetings, and community presentations.
    - 5.3.3.1 Update brand standards guide with PowerPoint templates.
  - 5.3.4 Publications of an Annual Report and Consumer Confidence Report.
    - 5.3.4.1 Current sample of an annual report can be viewed at <https://www.ntmwd.com/documents/ntmwd-2021-annual-report>.

5.3.4.2 Current sample of consumer confidence report can be viewed at <https://www.ntmwd.com/documents/2020-water-quality-report>.

5.3.5 Marketing elements to support POIs (Bois d’Arc Lake recreational amenities, John Bunker Sands Wetland Center education programs, etc.)

#### 5.4 **Media Relations**

Provide guidance on media tactics and messaging, story placement and feature opportunities and media training/consultation.

5.4.1 Assist with writing media releases as needed.

5.4.2 Develop messaging for sensitive topics and events.

5.4.3 Coordinate the placement of stories and features using DFW media market journalist contacts.

5.4.4 Coordinate the placement of trade publication features on water, wastewater, or solid waste accomplishments and news.

5.4.5 Support the Senior Executive Team and Board of Directors during crisis communication situations and service quality/delivery incidents with public speaking points and media interviews.

5.4.6 Organize and conduct an annual media training session for management team staff.

#### 5.5 **Development and Implementation of Communications Plans (Internal and External)**

Work with staff to develop two comprehensive strategic communications and engagement plans (external and internal) identified within the NTMWD Strategic Plan Initiatives. Both plans shall be developed during 2022 and 2023 with specific benchmarks to be achieved, and ready for implementation by October 1, 2023.

##### 5.5.1 Written Internal Communications Plan

Aid staff in creating a written internal communications plan to establish tools and materials to ensure effective and efficient internal communications; provide clear guidance on proper messaging; evaluate importance of internal communications from a resource standpoint; assess ways to unify the workforce and tap into this resource. The plan shall include:

5.5.1.1 Employee experience opportunities through events and programs.

5.5.1.2 Address tactics to communicate the messages of the Executive Director.

5.5.1.3 Creative concepts to communicate the Strategic Plan Initiatives (updates, key accomplishments) available at [https://www.ntmwd.com/wp-content/uploads/2022/03/2022-2027-Strategic-Plan-placemat\\_03252022.pdf](https://www.ntmwd.com/wp-content/uploads/2022/03/2022-2027-Strategic-Plan-placemat_03252022.pdf).

##### 5.5.2 Written External Communications Plan

Aid staff in creating a written external communications plan to establish tools, tactics, and materials to ensure effective and efficient external communications to the media, Member Cities and Customers, community stakeholders on services, programs, and capital projects. The plan shall include:

5.5.2.1 Refinement of existing brand guidelines.



- 5.5.2.2 Overall integrated marketing communications philosophies for a multi-channel communications platform.
- 5.5.2.3 Marketing concepts to support Bois d’Arc Lake recreation amenities, John Bunker Sands Wetland Center education programs and other Points of Interest (POI).
- 5.5.2.4 Actions to address other Strategic Plan Initiatives that identify the Communications Department as a lead or supporting department:
  - 5.5.2.4.1 Protect Endangered Species in Trinity River Basin
  - 5.5.2.4.2 Take Active Role in Regional Water/Wastewater Education
  - 5.5.2.4.3 Expand Outreach in Fannin County
  - 5.5.2.4.4 Open Bois d’Arc Lake to the public for recreation and water supplies
  - 5.5.2.4.5 Employee Recruitment Campaign
- 5.5.2.5 Aid staff in annual review and update of plans as needed.

## 5.6 **Video Production**

Coordinate with staff to storyboard, script, and arrange video productions at locations of services, programs, and capital projects. The consultant will be responsible for the pre-production and post-production using a variety of tools and tactics, including but not limited to drones and related video production equipment. The completed corporate-style videos will be used for various platforms of website, social media, public presentations, etc. Videos may include, but not be limited to the following:

- 5.6.1 1-minute anthem video to summarize the services
- 5.6.2 1-minute video on communities served by services
- 5.6.3 1-minute video on water operations
- 5.6.4 1-minute on wastewater operations
- 5.6.5 1-minute video on solid waste operations
- 5.6.6 1-minute video on water conservation programs and services
- 5.6.7 1-minute video on watershed protection efforts
- 5.6.8 1-minute video on employees and the NTMWD culture for employee recruitment
- 5.6.9 1-minute video highlighting employees working during the holidays

## 5.7 **Added Value**

Offerors are invited to propose added value solutions that are not specifically requested but which will assist NTMWD in meeting its stated objectives.

## 6. **DESIRED SKILLS AND KNOWLEDGE**

- 6.1 Providing communication consultation services and creative assets. Experience with utility districts, municipalities, or other related organizations is preferred but not required.
- 6.2 Knowledge of the NTMWD service area and Member Cities and Customers who use NTMWD services and programs is preferred but not required.
- 6.3 Awareness of and connectivity with the media markets within the NTMWD service area and with state and national trade industry media applicable to NTMWD services, programs, and initiatives.

- 6.4 Media relations, story development and crisis communications.
- 6.5 Preferred to have public education of water conservation and water reuse issues and programs.
- 6.6 Developing strategic communication and marketing plans (external/internal) and issue-based community campaigns.
- 6.7 Branding and guideline development to aid in brand management.
- 6.8 Designing flyers, fact sheets, info graphics, brochures, and related collateral materials.
- 6.9 Digital marketing and social media planning and production creative elements.
- 6.10 Production of videos for various communication platforms.
- 6.11 Public engagement meetings and special events.
- 6.12 Policy and public relations on new/expanded facilities and service expansion, or related issues management.
- 6.13 Evaluation of communication effectiveness, efficiencies, and return on investments with metrics and data-driven decisions.
- 6.14 Providing communication briefings and reports of work summaries, recommendations for adjustments and analysis of tactic trends and market research.
- 6.15 Experience managing in-house teams and subcontractors for the services described in this scope of work to meet objectives on time and within budget.

7. **WORK HISTORY/PAST PERFORMANCE**

Work history should demonstrate success in providing the services described in this scope of work for a minimum of five years. Work history with water districts or large municipal governments is preferred, but not required.

8. **DATA OWNERSHIP**

All materials developed under this contract are property of NTMWD. Under no circumstances shall the contractor place a copyright on any material that the contractor develops, provides, and receives for payment under this contract. All materials, to include source files for design work, shall be provided to NTMWD upon request or at project completion.

In conducting business and in anticipation of conducting business with contractor, it may be necessary for NTMWD to share trade secrets and/or other confidential information and/or proprietary information or matter with contractor. The parties agree that such information and the materials referenced in the contract, the results and developments therefrom are confidential/proprietary information which belongs to NTMWD. Contractor agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefits. Contractor will be responsible for its employees or agents complying with the provisions of this Contract.

9. **TRAVEL**

NTMWD will not reimburse for travel expenses related to this project.

# ATTACHMENT A

## NTMWD LOGOS AND BRANDING GUIDE



The NTMWD logo has been the symbol of the District for many years. The surrounding blue represents water, which is the origin of the District. The plant's 10 leaves represent the first 10 Member Cities of the District. The logo files can be found in Shares in the PR folder:

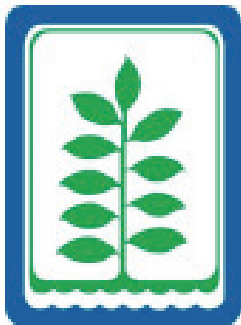
[S:\31.01\\_Public\\_Relations\LOGOS](S:\31.01_Public_Relations\LOGOS)

### LOGO

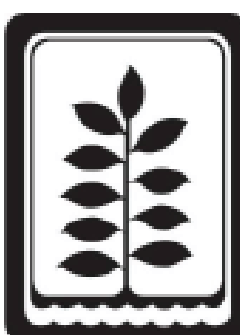
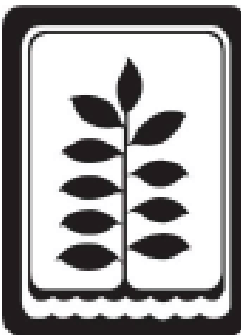
Only the following approved logos may be used for District communications, branding, screen printing, embroidery, etc. Obviously older versions of the logo will still be circulating, such as on our vehicles and clothing, but future use of the logo should use these official versions.

If there is a need for an alternate version of these logos, please contact the Public Relations department.

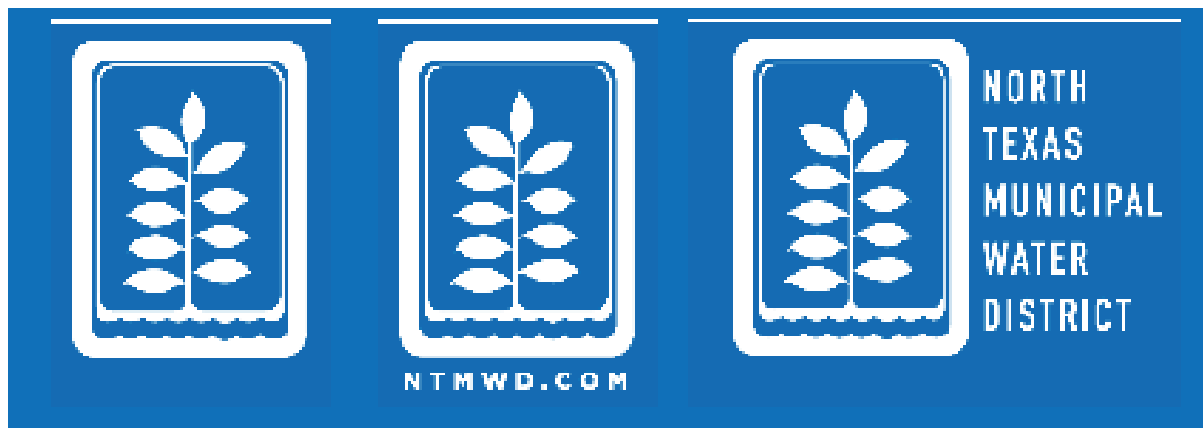
Color  
Logo



B/W  
Logo



White  
Logo



## LOGO TREATMENTS

The NTMWD logo may not be altered in any way. To avoid confusion, here is a sampling of what NOT to do to the logo:

1. Do not add any graphic elements to the logo.
2. Do not remove any graphic elements from the logo.
3. Do not stretch the height or width of the logo.
4. Do not alter the colors of the logo.
5. Do not recreate the logo.
6. Make sure the words on the logo are always readable.
7. When used with other program icons, like Water IQ or WaterMyYard, the NTMWD logo should always be equal or greater in size to the accompanying logo. (See example)

### CORRECT

Logos are  
equal size



### CORRECT

NTMWD logo  
is larger



INCORRECT  
NTMWD logo  
is smaller



INCORRECT  
Logo is  
stretched



INCORRECT  
NTMWD logo  
is smaller



## TAGLINE

The tagline for NTMWD is "Regional. Reliable. Everyday."

*Regional. Reliable. Everyday.*

*Regional.  
Reliable.  
Everyday.*

*Regional. Reliable. Everyday.*

*Regional.  
Reliable.  
Everyday.*

## TAGLINE TREATMENTS

The NTMWD tagline may not be altered in any way. Here is a sampling of what to do with the tagline:

1. Use only the single line or stacked variations of the tagline.
2. When using the NTMWD tagline with the logo, always place the tagline underneath the logo icon.
3. When placing the tagline, keep the width of the tagline proportionate to the logo icon.
4. Only place the stacked tagline next to the logo icon and website.
5. Do not stretch the height or width of the tagline.
6. Do not alter the colors of the tagline.

### CORRECT

Single tagline is 3 times the width of the logo icon



Regional. Reliable. Everyday.

Diagram showing the tagline width is 3x the logo icon width.

### INCORRECT

Do not stretch the tagline horizontally

*Regional.  
Reliable.  
Everyday.*

### CORRECT

Stacked tagline is 1 times the width of the logo icon



Regional.  
Reliable.  
Everyday.

### INCORRECT

Do not stretch the tagline vertically

*Regional.  
Reliable.  
Everyday.*

### CORRECT

Stacked tagline placed next to logo icon and website



Regional.  
Reliable.  
Everyday.

### INCORRECT

Do not change the color of the tagline

*Regional.  
Reliable.  
Everyday.*

## COLORS

Our official NTMWD colors and their respective values are listed below.



**PANTONE®**  
300 C

### COLOR VALUES:

CMYK 99 50 0 0

RGB 0 94 184

HEX 005EB8



**PANTONE®**  
354 C

### COLOR VALUES:

CMYK 81 0 92 0

RGB 0 177 64

HEX 00B140

## LOGO FONTS

The following are the fonts in the updated versions of our NTMWD logos. These fonts can be downloaded from the links below each or can also be found here:

[S:\31.01\\_Public\\_Relations\LOGOS\Document fonts](S:\31.01_Public_Relations\LOGOS\Document fonts)

## HEADLINE FONT – DIN Alternate Bold

The DIN Alternate Bold font is the font used in our logo where the name, North Texas Municipal Water District, appears out to the side. This font is available for free download from Fonts Geek here:

<http://fontsgreek.com/fonts/DIN-Alternate-Bold>

## SUBHEAD FONT - Gotham Medium

The Gotham Medium font is the font used in our logo where the website is placed underneath the logo. You can download the font for free from Fonts Geek here:

<http://fontsgreek.com/fonts/Gotham-Medium-Regular>

# PARAGRAPH FONT (Web) – Adelle Sans

The Adelle Sans font is used for the paragraph copy on the website content for our water conservation programs. This logo is available through Adobe TypeKit for those who have access to the Adobe CC suite of programs. This is not a free font, so those without Adobe CC may need to purchase it to use it. Get the font here: <https://typekit.com/fonts/adelle-sans>

## Tagline Font – Caveat Regular

The Caveat Regular font is the font used in our tagline “Regional. Reliable. Everyday.” This font is available for free download from Font Squirrel here: <https://www.fontsquirrel.com/fonts/caveat>

### IN TEXT REFERENCES

**NTMWD:** The abbreviation of our full name should be capitalized with no periods in between. This applies to any reference including written copy, logos, branding, clothing, equipment, etc.

*CORRECT: NTMWD*

*INCORRECT: N.T.M.W.D.*

**DISTRICT:** The word “District” is always capitalized when used in reference to NTMWD. The word “district” should only be lower case when referencing any other type of district as a generic term.

*Throughout our long history, the District has remained committed to regional service through unity.*

*The NTMWD is not the only water district in Texas.*

**MEMBER CITIES:** The phrases “Member City” or “Member Cities” should always be capitalized in all written references.

*We have 25 Board Directors representing the 13 Member Cities.*

**CUSTOMER CITIES AND/OR ENTITIES:** The phrases “Customer City” or “Customer Cities” should only be used if referencing specific cities that are our Customers, and should always be capitalized in all written references. When using a combined reference, the phrase “Member Cities and Customers” should be used at all times with proper capitalization. (Not all Customers of the District are cities - some are special utility districts or corporations.)

*We are proud to serve 1.7 million people in our Member Cities and Customers.*



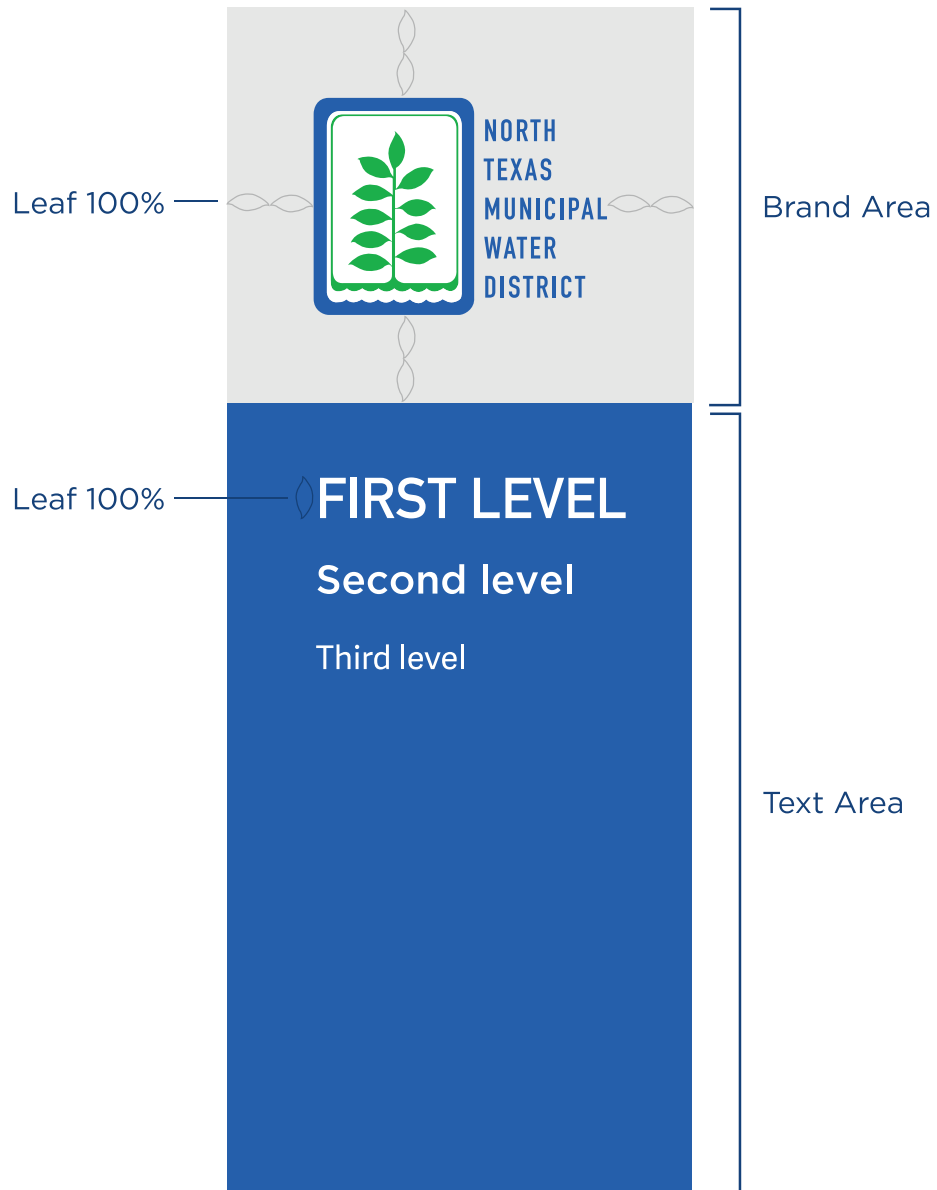
## PRODUCT MOCKUPS



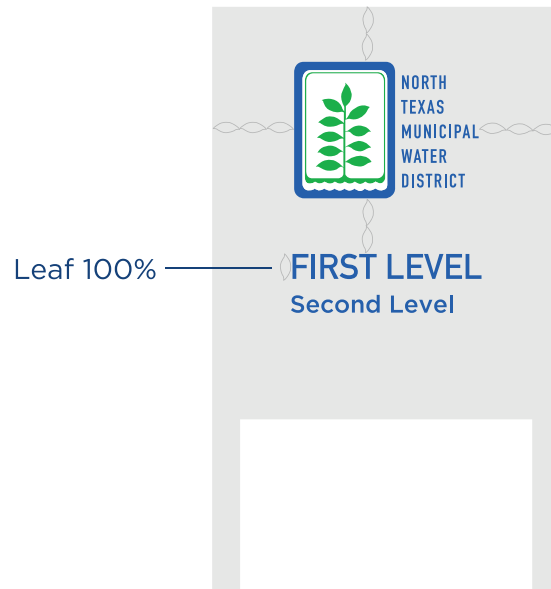




## SIGNAGE GUIDELINES



## SIGNAGE GUIDELINES



# ATTACHMENT B

# Bois d'Arc Lake

## BRANDING GUIDE



### INTRODUCTION

The Bois d'Arc Lake logo represents several key elements that recognize the area's unique environment and local history. The top left of the logo depicts the native Bois d'Arc tree, a symbol of the region where the lake will be located and from which it derives its name. The logo also includes a Texas Great Blue Heron to represent the unique ecological benefits, and a boat to recognize the recreational opportunities that Bois d'Arc Lake will provide. The files for each of the following logos can be found in Shares in the PR folder.

### LOGO

Only the following approved logos may be used for communications, branding, screen printing, embroidery, etc. If there is a need for an alternate version of these logos, please contact the Public Relations department.

#### COLOR LOGO



OWNED AND OPERATED BY  
NORTH TEXAS MUNICIPAL WATER DISTRICT

#### B/W LOGO



OWNED AND OPERATED BY  
NORTH TEXAS MUNICIPAL WATER DISTRICT

#### WHITE LOGO



OWNED AND OPERATED BY  
NORTH TEXAS MUNICIPAL WATER DISTRICT

## LOGO TREATMENTS

The Bois d'Arc Lake logo may not be altered in any way. To avoid confusion, here is an explanation of some proper and improper logo uses:

1. Do not add any graphic elements to the logo.
2. Do not remove any graphic elements from the logo.
3. Do not stretch the height or width of the logo.
4. Do not alter the colors of the logo.
5. Do not re-create the logo.
6. Make sure the words on the logo are always readable.

### CORRECT



Logo is used in approved orientation, colors and wording placement

### INCORRECT



Logo is distorted



BOIS D'ARC LAKE

Logo uses unapproved wording placement



Logo uses unapproved colors



## COLORS

Our official Bois d'Arc Lake colors and their respective values are listed below.



**PANTONE®**  
300 C

### COLOR VALUES:

C: 99	R: 0	HEX: 005EB8
M: 50	G: 94	
Y: 0	B: 184	
K: 0		



**PANTONE®**  
354 C

### COLOR VALUES:

C: 81	R: 0	HEX: 00B140
M: 0	G: 177	
Y: 92	B: 64	
K: 0		

## FONTS

The following font is used on our Bois d'Arc Lake logo.  
This font can be downloaded from the link below.

## HEADLINE FONT

### DIN Alternate Bold

The DIN Alternate Bold font is the font used in our logo where the name, Bois d'Arc Lake, appears on the right side. This font is available for free download from Fonts Geek here:

<http://fontsgreek.com/fonts/DIN-Alternate-Bold>



## IN TEXT REFERENCES

The Bois d'Arc Lake name should never be abbreviated, and should always be correctly capitalized.

CORRECT: Bois d'Arc Lake

INCORRECT: bois d'Arc Lake  
Bois D'Arc Lake  
Bois D'arc Lake  
Bois d'Arc lake

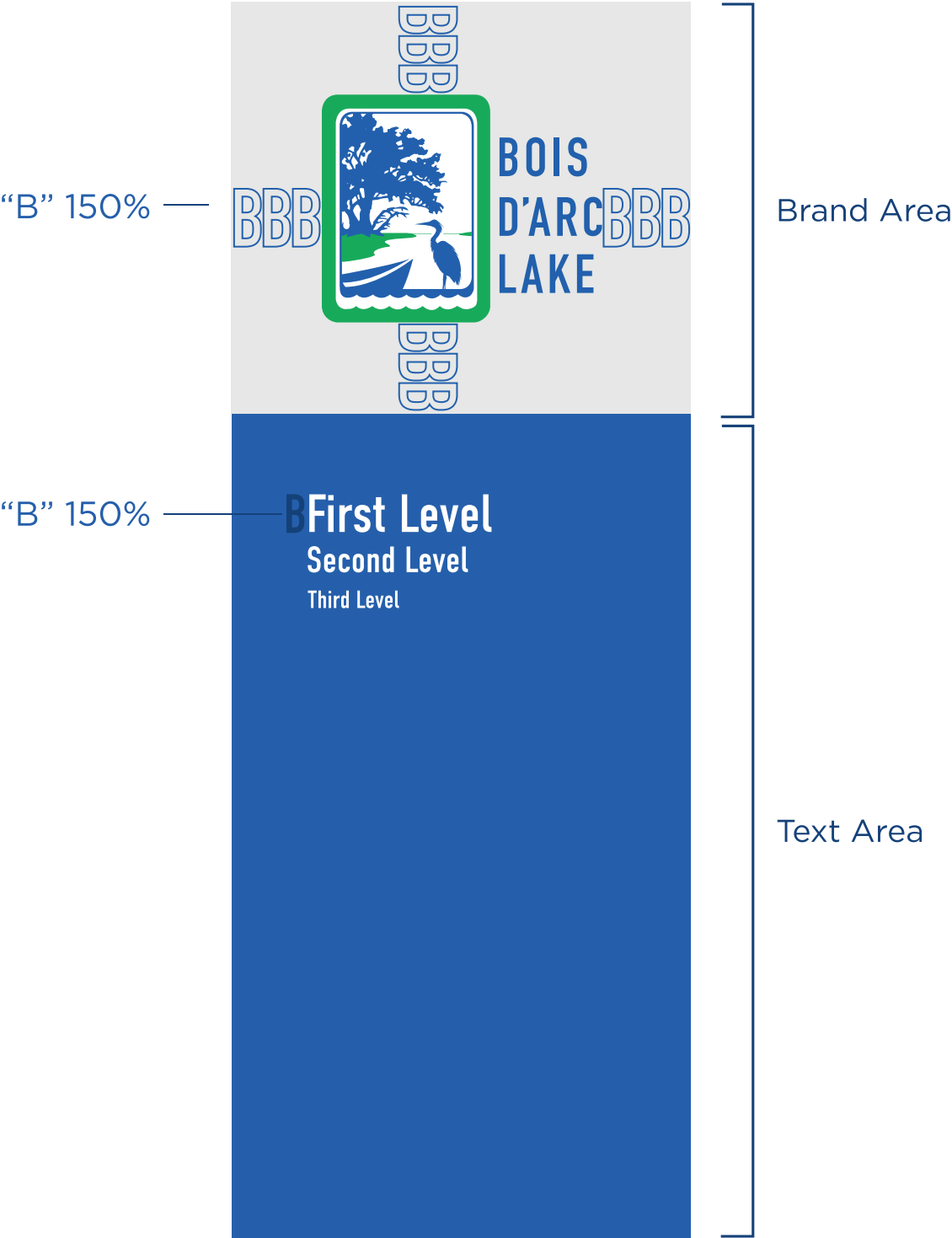
The only application when the Bois d'Arc Lake name appears in all capital letters is in the logo. Do not use all capital letters in text references (see above).

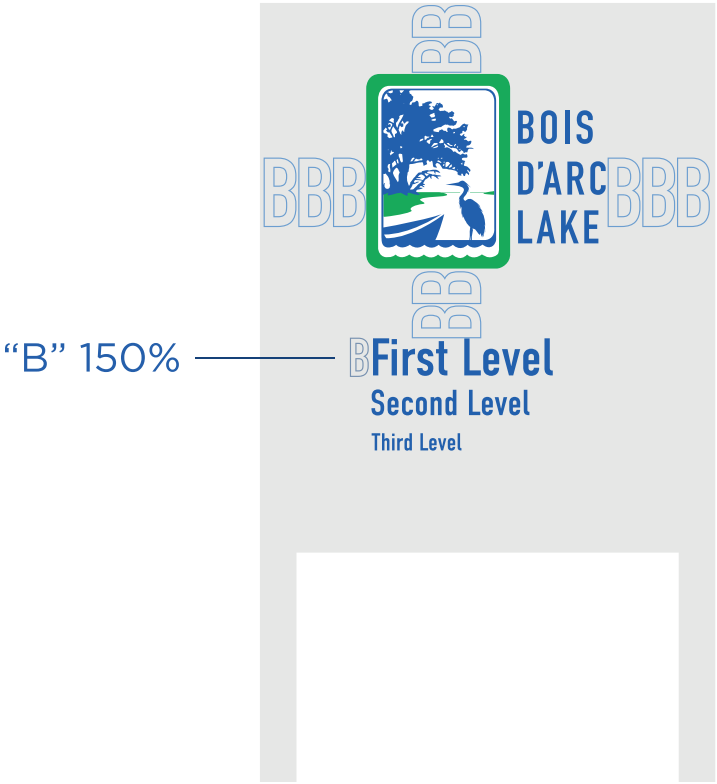
## PRODUCT MOCKUPS











## **SPECIAL PROVISIONS**

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### **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 the NTMWD shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the 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 contract period shall commence on October 1, 2022, for a period of three (3) years. NTMWD shall have the right to renew for two (2) additional one (1) year periods.

### **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

<b>Workers’ Compensation.....</b>	<b>Texas Statutory Coverage</b>
<b>Employer’s Liability Insurance.....</b>	<b>\$500,000 Each Accident</b>
<b>Each Disease, Each Employee.....</b>	<b>\$500,000</b>
<b>Each Disease Policy Limit.....</b>	<b>\$500,000</b>

- 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)**

<b>Limit Any One Occurrence .....</b>	<b>\$1,000,000</b>
<b>Damage to Rented Premises .....</b>	<b>\$100,000</b>
<b>Personal and Advertising Injury .....</b>	<b>\$1,000,000</b>
<b>Policy Aggregate .....</b>	<b>\$2,000,000</b>
<b>Products and Completed Operations Aggregate .....</b>	<b>\$2,000,000</b>

- 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**

<b>Combined Single Limit for Each Accident.....</b>	<b>\$500,000</b>
-----------------------------------------------------	------------------

- 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.

<b>Professional Liability Insurance.....</b>	<b>\$1,000,000</b>
----------------------------------------------	--------------------

- 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 Purchasing Manager with a current insurance certificate by emailing your certificate to [dleong@ntmwd.com](mailto:dleong@ntmwd.com) with your contract number and business name in the subject line. Please copy the Purchasing 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.

E-mail insurance certificates to the following:

**Email: [dleong@ntmwd.com](mailto:dleong@ntmwd.com)**

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.

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



**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. However, if the option to renew for an additional one-year period(s) is exercised by NTMWD, 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 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:

Series ID: CUUR0000SAES

Series Title: Education and communication services in U.S. city average, all urban consumers

- 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:           (November 2021 Index / November 2020 Index) – 1 = Percentage Increase*  
*(252.146 / 245.519) – 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.

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.

## **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**

The 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 the 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, the 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**

The NTMWD's fiscal year begins October 1 and ends the following September 30th. Budget funds are approved by the NTMWD and 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. 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 the NTMWD.

### **7 FORCE MAJEURE**

Neither Consultant nor the 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. The 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 the 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 the NTMWD will not be bound by any non-compete agreements or similar agreements that inhibit the NTMWD's right to award and execute a contract to any company that submits a bid or proposal to the 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 the 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 the 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 the NTMWD's Technical Representative, his/her authorized representatives, nor any employees or officers of the 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**

The 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 the NTMWD's Technical Representative.

## **17 TAX EXEMPTION STATUS**

The 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 Consultant of this Contract or of any one or more Purchase Orders issued hereunder, the Consultant 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 Consultant shall have two (2) days to respond to the notice in writing, which notice shall describe the cure and any associated plan of action. The Consultant shall have five (5) days from the date of its receipt of the notice of default to cure the default. If the Consultant has not cured the default on the 6th day after receipt of the notice, the 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 the NTMWD, in its discretion, deems it to be in the NTMWD's best interests, it may terminate this Contract for the NTMWD's convenience. Such termination shall be effective immediately after NTMWD delivers written notice of such termination for convenience to the Consultant. Upon receipt of such notice from NTMWD, Consultant 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 Consultant 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 the 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, the 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](mailto: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 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 Purchasing department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

## **26 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.

## **END OF GENERAL TERMS AND CONDITIONS**

**1 PROPOSAL RESPONSE FORMS**

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TO: Purchasing Manager  
North Texas Municipal Water District  
P. O. Box 2408  
Wylie, Texas 75098

FROM:

PROPOSING FIRM \_\_\_\_\_

**PROPOSAL PRICING:**

Item	Description	UOM	Unit Price	Est. QTY	Ext. Amount
1.1	Strategic Planning	Year		3	\$
1.2	Public Education Outreach (Water Conservation and Water Reuse)	Year		3	\$
1.3	General Communications Services	Year		3	\$
1.4	Media Relations	Year		3	\$
1.5	Development and Implementation of Communications Plans (Internal)	Each		1	\$
1.6	Development and Implementation of Communications Plans (External)	Each		1	\$
1.7	Video Production (One-Minute Video)	Each		9	\$
Total:					\$

**OPTIONAL ITEMS**

Item	Description	UOM	Unit Price	Est. QTY	Ext. Amount
2.1	Drought Messaging and Communication Plan	Each		1	\$

**1. TRAVEL**

- a. Under the resulting contract, NTMWD will not reimburse for expenses related to transportation, travel, and subsistence of CONSULTANT incurred in discharge of duties connected with the Work. Any such costs should be built into the project proposal.

## **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 the 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. The 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

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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**

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**North Texas Municipal Water District RFP No. 22-176-P**

NAME OF PROPOSER: \_\_\_\_\_

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of RFP No. 22-176-P, and said insurance shall be provided without change to the prices offered.

Name of Proposer: \_\_\_\_\_

Authorized Agent (please print): \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

## **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 \_\_\_\_\_

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

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

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

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 \_\_\_\_\_

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 \_\_\_\_\_

c. ☐

**Limited Partnership**

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

ii. Names of General Partners: \_\_\_\_\_

iii. Business address: \_\_\_\_\_

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

d. ☐

**Corporation**

i. Legal name of Corporation: \_\_\_\_\_

ii. Business address \_\_\_\_\_

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

e. ☐

**Limited Liability Company**

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

ii. Business address \_\_\_\_\_

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

f. ☐

**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: \_\_\_\_\_, 2020

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

## **8 PROPOSAL ENDORSEMENT FORM**

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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 THE NTMWD, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE NTMWD.**

Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the NTMWD, or a Contract document issued by the NTMWD and executed by both parties, followed by a Notice to Proceed issued by the NTMWD. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the 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. 22-176-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

**PROFESSIONAL SERVICES AGREEMENT**  
**[INSERT CONTRACT NAME – CONTRACT/SOLICITATION #]**

This Professional Services Agreement for **[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 **[vendor name], [type of entity]**, organized and operating under the laws of the State of Texas, having an office at [Address] ("Professional").

**WITNESSETH:**

**WHEREAS**, the District desires to engage the services of Professional for [project information], hereinafter referred to as the "Project"; and

**WHEREAS**, Professional desires to render such services for the District upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**ARTICLE 1 WORK**

The District agrees to retain Professional for [project information] and Professional agrees to perform such services in accordance with the terms and conditions of this Agreement.

**ARTICLE 2 SCOPE OF SERVICES**

The parties agree that Professional shall [project information].

The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the District, but said authorizations must be made in writing.

**ARTICLE 3 TERM OF AGREEMENT**

The initial contract period shall be for five (5) years with the option to renew for two (2) additional five (5) year periods.

**ARTICLE 4 PAYMENT**

Payments hereunder shall be made to Professional within thirty (30) days of receiving Professional's invoices for the services delivered and following the District's acceptance of that phase of the work. Pricing shall be based on the bid pricing form. Payment will be made upon acceptance of the deliverables for the work.

Professional recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and District herein recognize that the continuation of any agreement after the close of any given fiscal year of the North Texas Municipal Water District, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to the North Texas Municipal Water District Board approval. In the event that the District Board



does not approve the appropriation of funds for this agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

## **ARTICLE 5 CONTRACT ADMINISTRATOR**

The Contract Administrator will be:

Manager  
501 E. Brown Street  
Wylie, Texas 75098

Who is to act as District'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 6 PAYMENT PROCEDURES**

Invoices must be submitted by the Professional to the District:

Attention: Accounts Payable  
P.O. Box 2408  
Wylie, Texas 75098

With copy via email to [payables@ntmwd.com](mailto:payables@ntmwd.com)

The District's Contract Number **MUST** appear on all invoices. Payments terms are Net 30. Upon receipt of a properly executed invoice and verification of delivery from the contract administrator, payment will be processed for items or services delivered.

## **ARTICLE 7 CONTRACT DOCUMENTS**

### Contents

#### A. The Contract Documents consist of the following:

1. Fully Executed Agreement
2. Clarification(s)
3. Addendums
4. Request for Proposal
5. Proposal Submittal
6. Certificate(s) of Insurance

#### 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 Modification(s)
3. Change Order(s)
4. Approved Purchase Order(s)

#### C. There are no Contract Documents other than those listed above in this Article 7.

#### D. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

- a. Change Order

- b. Modification
- c. Contract Administrator's Written Interpretation or Clarification

## **ARTICLE 8 INDEMNIFICATION**

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 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.

## **ARTICLE 9 INDEPENDENT CONTRACTOR**

Professional covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the District; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between District and Professional its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Professional.

## **ARTICLE 10 AUDITS AND RECORDS**

The Professional (and Professional's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the District 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 Professional personnel who have worked on or have knowledge related to the performance of this Contract. The Professional shall provide all records and retrieval requested, within seven (7) calendar days.

## ARTICLE 11 MISCELLANEOUS

### 11.01 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 11.02 Successors and Assigns

Owner and Professional 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.

### 11.03 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 Professional, 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 intention of the stricken provision.

### 11.04 Venue

Professional agrees that venue shall lie exclusively in Collin County, Texas for any legal action.

### 11.05 Ownership of Documents

Upon termination of this Agreement, Professional shall transfer, assign and make available to the District, or its representatives, all property and materials in its possession or control belonging to the District and paid for by the District. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and District agree that for the purposes of this order the material shall be a work made for hire and the property of the District. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said material to the District for the fees specified herein.

### 11.06 Safety

Professional 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. Professional shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all persons on the Site or who may be affected by the Work;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

- c. other property at the Site or adjacent thereto.
- B. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Professional, 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 Professional.
- C. Professional'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.

## **ARTICLE 12 TERMINATION**

### **12.01 Default and Remedies**

In the event of a default by the Professional, the Professional 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 Professional shall have two (2) days to respond to the notice in writing, which notice shall describe the cure and any associated plan of action. The Professional shall have five (5) days from the date of its receipt of the notice of default to cure the default. If the Professional has not cured the default on the 6th day after receipt of the notice, the 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.

### **12.02 Termination for Convenience**

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

## **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: North Texas Municipal Water District

Professional: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Individual's signature)

Name: Jennafer P. Covington

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

(Signature)

(Individual's signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

(typed or printed)

(typed or printed)

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

**Address for giving notice:**

North Texas Municipal Water District

PO Box 2408

Wylie, Texas 75098-2408

Designated representative:

Name: Jennafer Covington

Designated representative:

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Address: 501 E. Brown Street

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

Wylie, Texas 75098

\_\_\_\_\_

Phone: 972-442-5405

Phone: \_\_\_\_\_

Facsimile: 972-295-6440

Facsimile: \_\_\_\_\_

E-mail: jcovington@ntmwd.com

E-mail: \_\_\_\_\_

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