

600 East Northside Drive Fort Worth, Texas 76164 (First Building on the Right after you enter the gate)

WELLNESS PLATFORM

REQUEST FOR PROPOSAL RFP NO. 23-113-1

SUBMITTALS DUE NO LATER THAN MAY 25, 2023, AT 2:00P.M. CST SHALL BE SUBMITTED ELECTRONICALLY **VIA CIVCAST PROCUREMENT WEBSITE:**

https://www.civcastusa.com/project/645937fb14a717df3a8258dd/summary

TABLE OF CONTENTS

SECTION A – INSTRUCTIONS TO OFFERORS

- 1. OFFICIAL PROPOSAL DOCUMENTS
- 2. INTERPRETATION OF THE PROPOSAL DOCUMENTS
- 3. PRE-PROPOSAL MEETING
- 4. RESTRICTION OF COMMUNICATION
- 5. NON-COLLUSION
- 6. CODE OF ETHICS
- 7. REQUESTS FOR ALTERNATE PRODUCTS
- 8. ADDENDA
- 9. SCHEDULE OF PROCUREMENT PROCESS
- 10. PROPOSAL TO REMAIN SUBJECT TO ACCEPTANCE
- 11. PROPOSAL SECURITY
- 12. LIQUIDATED DAMAGES
- 13. EXAMINATION OF CONTRACT DOCUMENTS
- 14. BRAND NAME OR EQUAL
- 15. WAGE RATES
- 16. FAIR OPPORTUNITIES PURCHASING AND CONTRACTING POLICY
- 17. PUBLIC INFORMATION ACT
- 18. PROPRIETARY INFORMATION
- 19. PROPOSAL SUBMITTAL REQUIREMENTS
- 20. MODIFICATION, WITHDRAWAL OR NO BID
- 21. PROPOSAL OPENING
- 22. EVALUATION OF PROPOSAL AND AWARD OF CONTRACT
- 23. POST PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR

SECTION B – TERMS AND CONDITIONS

- 1. GOVERNING LAW AND VENUE
- 2. INDEPENDENT CONTRACTOR
- 3. ASSIGNMENT
- 4. CONFLICT OF INTEREST
- 5. SEVERABILITY
- 6. MODIFICATIONS
- 7. REMEDIES
- 8. INVOICE REQUIREMENTS
- 9. PAYMENT TERMS
- 10. TAXES
- 11. FUNDING
- 12. VENDOR TO PACKAGE GOODS
- 13. SERVICE LOCATIONS
- 14. TITLE AND RISK OF LOSS
- 15. FORCE MAJEURE
- 16. RIGHT OF INSPECTION
- 17. RIGHT TO AUDIT

- 18. WARRANTY SERVICE CLAUSE
- 19. OWNERSHIP OF WORK PRODUCT
- 20. INDEMNIFICATION
- 21. CONTRACT TERM
- 22. TERMINATION FOR DEFAULT
- 23. TERMINATION WITHOUT CAUSE
- 24. NO THIRD-PARTY BENEFICIARY
- 25. BANKRUPTCY OR INSOLVENCY
- 26. ORDER PLACEMENT
- 27. MISCONDUCT
- 28. COMPLIANCE WITH LAWS
- 29. INSURANCE
- 30. BACKGROUND CHECK
- 31. STANDARD OF PERFORMANCE
- 32. NO WAIVER OF SOVEREIGN IMMUNITY
- 33. CONFLICTS

SECTION C – SPECIFICATIONS

1. DESCRIPTION OF SERVICES

ATTACHMENTS

- Attachment 1 Proposal Form
- Attachment 2 References Form
- Attachment 3 Diverse Business Packet
- Attachment 4 Non-Collusion Affidavit
- Attachment 5 Conflict of Interest Questionnaire
- Attachment 6 Compliance to State Law on Non-Resident Bidders Form
- Attachment 7 Compliance to Texas Sales Tax Code
- Attachment 8 Contract Agreement

SECTION A - INSTRUCTIONS TO OFFERORS

1. OFFICIAL PROPOSAL DOCUMENTS

Official Documents are available for immediate download at the following Procurement Web-Site:

https://www.civcastusa.com/project/645937fb14a717df3a8258dd/summary

Prospective offerors must register with the Procurement Website as a plan holder, even if bidding documents are obtained from a plan room or other site. All official notifications, addenda and other documents will be offered only through the Procurement Website

Proposal forms obtained from any source other than the District may be incomplete and bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive, and eliminating the proposal from award. The District will not be responsible for the completeness, accuracy, or timeliness of the final bid documents obtained from other sources.

2. INTERPRETATION OF THE PROPOSAL DOCUMENTS

- a. Questions are to be submitted using the Question and Answer process on the Procurement Website. Response to questions posted on the Procurement Website will be posted on the website by the District for the benefit of all offerors. A response will be given for questions submitted by 5:00 p.m. on May 18, 2023.
- b. Review the following guidelines for asking questions on the Procurement Website before posting questions:
 - i. Read the previously posted questions before posting a similar question to avoid duplication
 - ii. Post only one question per entry. Multiple part questions cannot be answered until all responses have been prepared. A response to multiple part questions will be to request bidder to resubmit questions individually
 - iii. Provide adequate information to allow a response to be made. i.e. reference specific sections, provide a brief background to set the stage for your question, etc.
 - iv. Do not use this as a forum to request approval of an alternate product. Follow the provision of the bidding documents for this process
 - v. Ask questions early. The deadline for questions will not be extended unless the date for receipt of bids is extended. No response will be made to questions asked after the deadline
 - vi. Responses to questions are not part of the Contract Documents and cannot modify the Contract Documents. An addendum must be issued to clarify, correct or change the Contract Documents, addenda or the related supplemental data

3. PRE-PROPOSAL MEETING

This section does not apply to this project.

4. RESTRICTION OF COMMUNICATION

All communications relating to this proposal are required to go through the process addressed in Section 2 – Interpretation of the Proposal Documents. Any and all other communications between an Offeror and District staff concerning any part of this proposal are strictly prohibited. Failure to comply with this requirement may result in the District disqualifying the Offeror's submittal.

5. NON-COLLUSION

By submitting a proposal, Offeror certifies that it has not been a party to any collusion among Offerors in the restraint of freedom of competition by agreement to submit a proposal at a fixed price or to refrain from offering a proposal. Offeror certifies that it has not been a party to any collusion among any officials or employees of the District as to quantity, quality, or price in the prospective contract, or any other terms of the prospective contract.

6. CODE OF ETHICS

- a. It is the policy of the District that the following ethical principles govern the conduct of District employees assigned to the Purchasing Department who are involved directly or indirectly, in the District's procurement process:
 - i. Employees shall avoid activities that compromise or give the perception of compromising the best interests of the District.
 - ii. Employees shall not knowingly use confidential proprietary information for actual or anticipated gain. Employees shall keep the proprietary information of Offerors confidential.
 - iii. Employees shall avoid any activity that creates a conflict between their personal interest and the interest of the District.
 - iv. Employees shall avoid the appearance of unethical or compromising practices in relationships, actions, and communications associated with District procurement.
 - v. Employees shall not solicit or accept money, loans, gifts, favors, or anything of value, from present or potential vendors that might influence or give the perception of influencing a purchasing decision.
- b. Conflict exists in any relationship where the District's best interest may differ from the employee's best interest or the best interest of someone associated with the employee. If conflict of interest exists, the employee shall notify the Purchasing Manager in writing and remove him/herself from the District's procurement process.

7. REQUESTS FOR ALTERNATE PRODUCTS

Submit request for alternate items not in strict compliance with the proposal documents no later than ten (10) days prior to proposal due date. Requests shall be submitted via email to frank.garcia@trwd.com.

8. ADDENDA

- a. Any changes made will be made in the form of written addenda and posted to the Procurement Website. It is the Offeror's responsibility to obtain and review any addenda. Offeror must provide a signature as indicated in the proposal form to show acknowledgement of receipt of addenda.
- b. Oral answers will not be authoritative and the District will not entertain any protest based on verbal instruction.

9. SCHEDULE OF PROCUREMENT PROCESS

The procurement process for this Request for Proposal will proceed according to the following proposed schedule. The schedule list is for planning purposes and subject to change:

Event	Anticipated Date
Release of Request for Proposal	5/10/2023
Deadline for Questions	5/18/2023
Proposal Submittals Due	5/25/2023
Evaluations and Discussions	5/25 – 5/31/2023
Request for Board Approval	6/20/2023
Issuance of a Notice of Award	6/27/2023
Post Proposal Documents Due	7/5/2023

10. PROPOSAL TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance for ninety (90) calendar days after the proposal opening, but the District may, at its sole discretion, release any proposal and return the proposal security prior to the end of this period.

11. PROPOSAL SECURITY

This section does not apply to this project.

12. LIQUIDATED DAMAGES

This section does not apply to this project.

13. EXAMINATION OF CONTRACT DOCUMENTS

a. Use a complete set of the Contract Documents in preparing proposals. Offeror assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

b. Before submitting a proposal:

- i. Examine and carefully study the Contract Documents, including any addenda and related supplemental data.
- ii. Become familiar with laws and regulations that may affect cost, progress or the completion of this project.
- iii. Promptly notify the District of all conflicts, errors, ambiguities, or discrepancies that the Offeror discovers in the Contract Documents, addenda and the related supplemental data.
- iv. Determine that the Contract Documents, addenda and the related supplemental data are generally sufficient to indicate and convey understanding of all terms and conditions for completion of the project.

14. BRAND NAME OR EQUAL

This section does not apply to this project.

15. WAGE RATES

This project does not fall under the federal Davis Bacon Act. However, Bidder must comply with all statutes, including but not limited to Texas Government Code section 2258.022, and rulings of the State of Texas Comptroller.

16. FAIR OPPORTUNITY PURCHASING AND CONTRACTING POLICY

It is the policy of the District to strive to ensure the full and equitable participation by diverse businesses in the procurement of all goods and services to the District on a contractual basis. All requirements and regulations stated in the District's current Fair Opportunities Purchasing and Contracting Policy apply to this proposal. The District's Diverse Business Participation Goal on this project is 10% of the base proposal value of the contract.

17. PUBLIC INFORMATION ACT

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

18. PROPRIETARY INFORMATION

If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The District will, to the extent allowed by law, protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

19. PROPOSAL SUBMITTAL REQUIREMENTS

- a. Offerors are required to submit one (1) original proposal as part of the proposal:
- b. All proposals shall be bound and organized in the following manner:
 - Title Page Identify the RFP Subject, Company Name, Name and Title of Contact Person, Phone Number, Email Address, State of Incorporation and date of submission.
 - ii. Cover Letter Include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule
 - iii. Experience and Qualifications
 - Name of companies currently using your platform
 - Key personnel expected to be assigned to the project. List the principal-incharge and account manager
 - Incentive option for continued engagement
 - Mental health resources
 - Financial health resources
 - Nutrition resources
 - Physical health resources
 - Ability to communicate with Quest Diagnostics for annual biometric screenings
 - Current Book of Business
 - Provide a comprehensive book of business that showcases what your platform has accomplished for other companies. Include the following information.
 - Platform engagement
 - Platform satisfaction
 - Monthly/Quarterly stat reporting
 - Health outcomes
 - Most utilized platform areas
 - Less utilized platform areas
 - Present a maximum of three current companies that your platform has had success. The following is the minimum information required:
 - Type of business
 - Name of business provide name of an individual, address, phone and email address of whom is familiar with the platform
 - Characteristics of the platform including business size
 - Brief description of the implementation and results of usage
 - iv. Presentation
 - 1. Demo of services
 - 2. Comprehensive report of services

- v. References Maximum of three references in which similar work has been performed within the last five (5) years
- vi. Cost
 - 1. Implementation/Setup
 - 2. \$6.90 PEPM or less Invoiced monthly
- vii. Forms Complete and submit the following provided forms:
 - 1. Proposal Form
 - 2. References Form
 - 3. Diverse Business Packet
 - 4. Non-Collusion Affidavit
 - 5. Conflict of Interest Questionnaire
 - 6. Compliance to State Law on Non-Resident Bidders
 - 7. Compliance to Texas Sales Tax Code
- c. Proposal shall be submitted via CivCast electronic bidding system at:

https://www.civcastusa.com/project/645937fb14a717df3a8258dd/summary

d. Proposal submitted electronically via the above website will be received by the due date and time. It is the sole responsibility of the Offeror to ensure the timely delivery of the proposal.

20. MODIFICATION, WITHDRAWAL OR NO BID

- a. The Offeror may modify or withdraw a proposal using a document executed in the same manner that a proposal must be executed, no later than the proposal due date and time.
- b. The Offeror may withdraw its proposal in writing via email to frank.garcia@trwd.com no later than the proposal due date and time.
- c. If the Offeror chooses not to provide an offer on the project, the District would appreciate the Offeror submitting a formal "no bid" letter to the purchasing department located at 600 E. Northside Drive, Fort Worth, Texas 76164 or via email to frank.garcia@trwd.com.

21. PROPOSAL OPENING

Only the name of the submitting Offerors will be read aloud and monetary values will not be disclosed.

https://teams.microsoft.com/l/meetup-

join/19%3ameeting MDA1NzY3YjItMjgwMC00NGZmLWE2ZDAtYWZmNGQ4ZTViOTY2%40threa d.v2/0?context=%7b%22Tid%22%3a%22c9de0af1-361b-42ae-ace3-

ab4cea6cb8dc%22%2c%22Oid%22%3a%2214966686-29a9-4302-ab4a-8c4ed11f348c%22%7d

22. EVALUATION OF PROPOSAL AND AWARD OF CONTRACT

- a. All properly submitted proposals will be reviewed, evaluated and ranked by an evaluation committee established by the District.
- b. Best and Final Offers The evaluation committee will determine if Best and Final Offers are necessary but award of contract may be made without best and final offers. A request for a best and final offer is at the sole discretion of the District and will be extended in writing to each qualified Offeror.
- c. The District shall award a contract to the Offeror whose proposal is considered to provide the best value to the District based on the following weighted criteria:

Criteria	Weighted Value
Experience and Qualifications	40%
Presentation	25%
References	25%
Cost	10%

- d. The District reserves the right to reject the proposal of any Offeror which does not meet the above criteria and/or the other terms and conditions expressed herein to the District's satisfaction. The District also reserves the right to waive all formalities and technicalities to adopt the most advantageous construction of the contract documents or any applicable statute or code. Offeror may be disqualified and their proposal not considered, among other reasons, for any of the following specific reasons:
 - i. Reason for believing collusion exists between offeror and other offerors
 - ii. Reasonable grounds for believing that any offeror has a financial interest in more than one proposal for the work contemplated
 - iii. The offeror being a party to or having a financial interest in any litigation against the District
 - iv. The offeror being in arrears on any existing contract or having defaulted on a previous contract
 - v. Lack of ability to perform the contract, if awarded to offeror, as reflected by offeror's financial statement, experience and equipment, references prior work history, or answer to questionnaires
 - vi. Uncompleted work, which in the sole judgment of the District, will prevent or hinder the prompt completion of additional work, if the contract is awarded to offeror
- e. The District may conduct investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Offeror, proposed subcontractors and other persons and organizations to do the work in accordance with the specifications to the District's satisfaction.
- f. Discrepancies between the multiplication of units of work in a proposal and unit price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any

column of figures in a proposal and the correct sum thereof will be resolved in favor of the correct sum. If units of work are not required on the proposal form and only a lump sum price is required the discrepancies between words and figures will be resolved in favor of the words.

- g. Recommendation of award will be given to the Offeror that submits the highest evaluated proposal considered to offer the best value to the District.
- h. Acceptance of a proposal will be in the form of a purchase order or a contract. The contents of this proposal shall become a part of this contract. The District will under no circumstances be responsible for goods or services provided without an acceptance signed by an authorized District representative.

23. POST PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR

The following is required from the successful Offeror (also referred to herein as Vendor) prior to commencement of services:

a. **CONTRACT:** Only applies to term contracts and buyer should provide a copy as an attachment for reference purposes only.

TRWD STANDARD TERMS AND CONDITIONS FOR TERM CONTRACTS

1. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceeding lies exclusively in Tarrant County, Texas.

2. INDEPENDENT CONTRACTOR

The Vendor shall operate hereunder as an independent contractor and not as an officer, agent, or employee of District. Vendor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

3. ASSIGNMENT

This Contract may not be assigned in whole or in part by the Vendor without the previous written consent of the District, which consent may be withheld or conditioned at the District's sole discretion.

4. CONFLICT OF INTEREST

Neither the Vendor, nor any consultant, shall have other interests which conflict with the interests of District, specifically including, but not limited to, a connection with the sale or promotion of equipment or material which may be used on the project. The Vendor agrees to make a reasonable inquiry of all consultants concerning the existence of or potential for such conflicts. The Vendor shall comply with the provisions of Texas Local Government Code Chapter 176.

5. SEVERABILITY

Any provision or part of the Contract held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Vendor, who agree that the Contract shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6. MODIFICATIONS

This contract can be modified only by written agreement of the parties.

7. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

8. INVOICE REQUIREMENTS

- a. Invoice must include, at a minimum, the following information:
 - i. Purchase Contract Number
 - ii. Coordinating Line Item of Purchase Contract
 - iii. Company Name
- b. Invoices shall be submitted to:

Tarrant Regional Water District
Purchasing Department
600 East Northside Drive
Fort Worth, Texas 76164

To expedite delivery of an invoice you may submit it via email to: purchasinginvoices@trwd.com

- c. No payment will be made for goods ordered or services performed without a proper order authorization.
- d. Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the District in the quality and quantity ordered.
- e. Invoices resulting from scheduled goods or services shall be received no less than thirty (30) days apart.
- f. When applicable, invoices shall be compiled per the purchase contract number in a thirty (30) day cycle.
- g. At no time shall an invoice reflect multiple purchase contract numbers. Such invoice(s) will be considered incorrect and will not be processed until corrected.
- h. The District will:
 - i. Not accept an incorrect invoice.

- ii. Incur no penalty for late payment if payment is made in thirty (30) days or less from receipt of goods/services and/or a correct/accurate invoice, whichever is later in accordance with the Texas Prompt Payment Act.
- iii. Dismiss invoices lacking an authorized purchase contract number and/or Service Agreement number, as such invoice will be considered as incorrect.
- iv. Not accept invoices from a Vendor who does not have current Vendor Information Form and insurance certificates on file with the District.

9. PAYMENT TERMS

All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with Texas Government Code Chapter 2251.

10. TAXES

The District generally qualifies as a tax exempt agency as defined by the statutes of the State of Texas and is usually not subject to any city or state sales or use taxes. Vendor assumes responsibility for including any applicable sales taxes in the bid price. Vendor affirms that the Bid Price includes all applicable sales and/or use taxes. Further, Vendor shall include on each invoice submitted hereunder (i) the amount of any applicable sales and/or use tax and (ii) a statement on said invoice verifying that the amount submitted for payment includes the stated and applicable sales and/or use tax. Vendor hereby agrees to provide the Owner copies of any audits by the State of Texas Comptroller of Vendor's payment of sales taxes applicable to transactions under this Contract. Further, Vendor, in consideration of the rights, duties and obligations contained herein, hereby waives confidentiality of audits conducted by the State of Texas Comptroller pertaining to transactions under this Contract and authorizes the State of Texas Comptroller, upon request of the Owner, to release to the Owner copies of Vendor's audits pertaining to transactions under this Contract. IN ADDITION TO OTHER INDEMNITIES CONTAINED HEREIN, VENDOR SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS THE OWNER FROM ALL COST, LOSS OR EXPENSE ARISING FROM VENDOR'S FAILURE TO (I) INCLUDE THE SALES AND/OR USE TAXES IN THE STATED BID PRICE, (II) SEPARATELY STATE THE SALES AND/OR USE TAXES ON INVOICES, AND/OR (III) PROVIDE WRITTEN VERIFICATION ON INVOICES THAT THE SALES TAX IS INCLUDED IN THE BID PRICE.

11. FUNDING

The District's fiscal year starts on October 1st and ends on September 30th. Vendor recognizes that the continuation of any contract after the close of any given fiscal year will be subject to the District approval. Should the funding not be approved, this contract will terminate and become null and void.

12. VENDOR TO PACKAGE GOODS

This section does not apply to this project.

13. SERVICE LOCATIONS

This section does not apply to this project.

14. TITLE AND RISK OF LOSS

The title and risk of loss of goods shall not pass to the District until the District actually receives and takes possession of the goods at the point(s) of delivery, and after inspection and acceptance of goods.

15. FORCE MAJEURE

Vendor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Vendor is unable to perform any of its obligations as a result of force majeure, Vendor shall immediately give written notice to the Purchasing Department of the date of inception of the force majeure condition and the extent to which it will affect performance.

16. RIGHT OF INSPECTION

District shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to Vendor of any goods rejected as being nonconforming under the specifications.

17. RIGHT TO AUDIT

Vendor agrees that the District shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Vendor involving transactions relating to this Contract. Vendor agrees that the District shall have access, during normal working hours, to all necessary vendor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The District shall give Vendor reasonable advance notice of intended audits.

18. WARRANTY SERVICE CLAUSE

Under the terms of the warranties which arise from these Contract Documents and/or by the terms of any applicable special warranties required by the Contract Documents, if any of the work in accordance with this Contract is found to <u>not</u> be in accordance with the requirements of the Contract Documents, the Vendor shall correct such work promptly after receipt of written notice from the District or the architect, engineer or other. This obligation shall survive acceptance of the work under the Contract and termination of the Contract. In order to facilitate a prompt response, Vendor agrees to provide for warranty service to the extent practical, from local businesses, including goods and

services, when such goods and services are comparable in availability, quality and price. If Vendor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Vendor fails to perform the work in accordance with the Contract Documents, or if Vendor fails to comply with any provision in the Contract Documents, either the District or its designee may, after seven (7) days written notice to Vendor, correct and remedy any such deficiency at the Vendor's expense.

19. OWNERSHIP OF WORK PRODUCT

Vendor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Vendor for the District pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter are Work Product (the "Work Product") and Vendor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the District. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Vendor hereby agrees that this Contract effectively transfers, grants, conveys, and assigns exclusively to the District, all rights, title and ownership interests, including copyright, which Vendor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and the District shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Vendor for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

20. INDEMNIFICATION

WITHOUT LIMITING IN ANY WAY ANY OTHER RIGHTS OF THE PARTIES, VENDOR FURTHER AGREES TO THE GREATEST EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, CONTRACTORS, SUBCONTRACTORS AND RELATED PARTIES (THE "DISTRICT INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSE (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 SERVICES, BODILY INJURY, DEATH, OR DESTRUCTION OF TANGIBLE PROPERTY TO THE EXTENT CAUSED BY ANY ACT OR OMISSION OF VENDOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED OR RETAINED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER SUCH CLAIM, COST, LOSS, DAMAGE OR EXPENSE IS ALLEGED TO BE CAUSED IN PART BY A DISTRICT INDEMNIFIED PARTY HEREUNDER, SUBJECT TO THE DISTRICT'S DEFENSES AND LIABILITY LIMITS UNDER THE TEXAS TORT CLAIMS ACT. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY A DISTRICT INDEMNIFIED PARTY AGAINST A CLAIM, COST, LOSS, DAMAGE OR EXPENSE CAUSED BY THE (I) NEGLIGENCE OR FAULT, (II) BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE, OR (III) THE BREACH OF CONTRACT BY A DISTRICT INDEMNIFIED PARTY. PROVIDED FURTHER HOWEVER, AND IN ADDITION TO THE ABOVE, VENDOR INDEMNIFIES EACH OF THE DISTRICT INDEMNIFIED PARTIES AGAINST CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE VENDOR, ITS AGENTS OR SUBCONTRACTORS OF ANY TIER EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A DISTRICT INDEMNIFIED PARTY.

21. CONTRACT TERM

This Contract, if a contract is awarded, shall be for a period of one (1) year. The District shall have the option to renew for up to four (4) additional one (1) year periods.

Prices bid must be valid for the first full year of the contract and any request for price adjustment for the subsequent years must be received in writing by the District's Purchasing Department no less than ninety (90) days prior to the commencement of each period. The amount of any price adjustment requested, as well as the District's experience with the Vendor's service for the year ending, will be used in the District's determination as to whether or not any price adjustment will be authorized. Failure of the District and Vendor to agree to any such price adjustments shall result in termination of the Contract as of the last day of the current contract year. Any such termination shall be without penalty to the District. Work in progress shall be completed at the previous agreed pricing.

22. TERMINATION FOR DEFAULT

The District reserves the right to terminate the Contract without prior notice in the event the Vendor defaults or breaches any of the terms and conditions of this Contract. In the event of termination, the District reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties. Any such act by the District shall not be deemed a waiver of any other right or remedy of District. If after exercising any such remedy, the cost to the District of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Vendor hereunder, Vendor shall be liable for and shall reimburse the District for such excess and liquidated damages, if any.

23. TERMINATION WITHOUT CAUSE

The District shall have the right to terminate the Contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The District shall pay the Vendor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, less liquidated damages, if any.

24. NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the parties to this Contract specifically agree that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with District or Vendor or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Vendor.

25. BANKRUPTCY OR INSOLVENCY

If the Vendor shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Vendor shall be appointed in any proceeding brought by or against the bidder's creditors, or proceedings shall be commenced on or against the Vendor's operations of the premises, the District reserves the right to terminate this Contract immediately.

26. ORDER PLACEMENT

Requests for goods and services will be on an as-needed basis by authorized District employees only. The District will supply the Vendor with the names of personnel authorized to place orders. The District shall place written orders or electronically via email in the form of a purchase contract or Notice to Proceed which will include a purchase contract number.

27. MISCONDUCT

The District is committed to maintaining an alcohol, drug, tobacco and firearm free workplace. Possession or use of firearms, or possession, use of, or being under the influence of alcohol or controlled substances by Vendor's employees or subcontractors' employees while in the performance of any service(s) or delivery of goods to the District is strictly prohibited. Violation of this requirement may constitute grounds for immediate cancellation of the Contract. The District reserves the sole right to determine whether this clause is violated, which may be grounds for immediate termination.

28. COMPLIANCE WITH LAWS

Vendor agrees to give all notices and comply with all federal, state and local laws, statutes, ordinances, safety codes, rules and regulations (collectively "Laws and Regulations") in any matter bearing on the performances of the services specified herein. This contract and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas.

29. INSURANCE

This section does not apply to this project.

30. BACKGROUND CHECK

In addition, upon request of the District, Vendor shall perform background checks on all employees responsible for performing work related to this project. Background checks shall be at the expense of the District and shall be performed by a qualified vendor approved by the District. In the event a background check discloses information that the District, at its sole discretion, deems unsatisfactory, Vendor agrees to immediately cease using said employee or subcontractor on work related to this project.

31. STANDARD OF PERFORMANCE

Vendor agrees to provide the services in a good, professional, and workmanlike manner, recognizing that time is of the essence to the services. Vendor agrees to file all necessary registrations and reports with all applicable regulatory authorities which may be required in the course of providing services. Vendor further agrees to provide services in a manner which complies with all applicable Laws and Regulations. The District agrees to cooperate with Vendor by providing information in its possession, staff access, and such other and further resources reasonably available to it as may be necessary to facilitate the timely and proper rendition of services.

32. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed or construed to waive the District's sovereign immunity or otherwise invalidate its immunity from suit and/or liability.

33. CONFLICTS

In the event of a conflict between these TRWD Standard Terms and Conditions, and the terms of any Vendor issued terms, conditions, purchase contracts, scope of work, or other vendor issued documents, the terms of this TRWD Standard Terms and Conditions shall govern.

SECTION C – SPECIFICATIONS

1. DESCRIPTION OF SERVICES

The Tarrant Regional Water District (District) is seeking proposals from qualified firms to manage, administer and provide a wellness platform.

The selected vendor shall develop and implement the following minimum components:

- A single sign-on wellness and health portal ("Platform") where, among other things, wellness and health promotion products and services shall be made available to District employees
- Health Information Portal
- Health Appraisal, and
- Self-Management Tools
- The Platform shall be made available in English and Spanish and meet all technical requirements set forth by the District
- Provide training for all staff who will be serving in an administrative compacity
- Conduct monthly meetings
- Provide communication materials for launch
- Provide new communication material frequently throughout entire program life
- Available health and wellness activities and educational resources
- Health assessments work with Quest Diagnostics for yearly employee biometric screenings
- Available account manager for implementation and throughout program life
- Provide monthly and quarterly reporting

ATTACHMENT 1 - PROPOSAL FORM

o	FFEROR CONTACT INFORMATION:				
	Company Name:				
	Contact:				
	Email:				
	Address:				
	Phone:				
P	ROPOSAL AMOUNT				
s b T	roposal must be submitted on this for pecifications by the estimated quantiticest available data, and serve only as a given be District reserves the right to purchase estimated quantities shown.	es listed below. Estinuide and in no way re	mated quantiti present an inte	es listed are b ended or guara	ased upon the nteed amount.
Line	DESCRIPTION	U/M	UNIT COST	QUANTITY	EXTENDED PR
1	Implementation Fee	Each	\$	1	\$
2	Monthly Program Fee	Each	\$	1	\$
-					
Line	DESCRIPTION	U/M	UNIT COST		
3	New Hire Addition Fee	Each	\$]	
If A C si	EAD TIME FOR IMPLEMENTATION lead time is different for each line, please. DDENDA offeror acknowledges receipt of the followate that the costs, if any, of such revisions and the costs.	owing addenda cover ons have been includ	led in the prop	the Contract [
A A	uoted herein: (if no addenda have bee ddendum No, Date ddendum No, Date ddendum No, Date	ed:	· 		

LEGAL STATUS OF OFFEROR

Offeror :wo)	confirms that it has the following legal stati	us: (fill out applicable legal status and strike out othe
۹.	A corporation, organized and existing unde	r the laws of the State of
	For whom,(print name of undersigned) to execute contracts.	_whose signature is affixed hereto, is duly authorized
3.	A partnership, all the partners of which, wit	th address are:
С.	An individual, whose signature is affixed he	reto.
AUTHO	RIZED OFFEROR'S SIGNATURE	
	Signature:	
	Print Name:	
	Title:	
	Date:	

ATTACHMENT 2 – REFERENCES FORM

Bidder shall provide at least three references in which similar work has been performed within the last five (5) years

REFERENCE NO. 1				
Company Name:	Date Project Completed:			
Project Name:	Project Cost:			
General Description of Project:				
Contact Name:	Title /Desition:			
	Title/Position:			
Email Address:	Phone Number:			
	REFERENCE NO. 2			
Company Name:	Date Project Completed:			
Project Name:	Project Cost:			
General Description of Project:				
Contact Name:	Title/Position:			
Email Address:	Phone Number:			
	REFERENCE NO. 3			
Company Name:	Date Project Completed:			
Project Name:	Project Cost:			
General Description of Project:				
Contact Name:	Title/Position:			
Email Address:	Phone Number:			

DIVERSE BUSINESS PARTICIPATION PACKET



Policy Statement:

It is the policy of the Tarrant Regional Water District (District) to strive to ensure the full and equitable participation by Diverse Businesses in the procurement of all goods and services to the District on a contractual basis. All requirements and regulations stated in the District's current Fair Opportunities Purchasing/Contracting Policy apply to this bid.



APPLICATION OF POLICY

TRWD will refer to businesses that are minority-owned, woman owned, socially disadvantaged, economically disadvantaged, small, service-disabled, and/or historically underutilized as "Diverse Businesses."

- o If the total dollar value of the contract is \$50,000 or more, the Diverse Business Participation goal is applicable.
- o If the total dollar value of the contract is less than \$50,000, the Diverse Business Participation goal is not applicable.

DIVERSE BUSINESS PROJECT GOAL

The District's DIVERSE BUSINESS Participation goal on this project is 10 % of the base bid value of the contract.

COMPLIANCE TO BID SPECIFICATIONS

On District contracts of \$50,000 or more, Contractors are required to comply with the intent of the District's Fair Opportunities Purchasing/Contracting Policy by either of the following:

- 1. Meet or exceed the above stated participation goal
- 2. Prime Contract Waiver Form
- 3. Good Faith Effort documentation
- 4. Each tier level <u>must</u> be identified. Tier is the level of subcontracting below the prime contractor, i.e., a direct payment from the prime contractor to a subcontractor is considered 1st tier, a payment by a subcontractor to its supplier is considered 2nd tier.
- 5. Joint Venture Form-please contact crystal.alba@trwd.com TRWD Diverse Business Specialist, phone: 817-335-2491, Ext 4440 for assistance.

SUBMITTAL OF REQUIRED DOCUMENTATION

Please \square the applicable box (es) that apply to the bid or proposal:

1. Contract Utilization Form (if goal is met or exceeded)
2. Prime Contractor Waiver Form (if you will self-perform all subcontracting/supplier work)
3. Good Faith Effort and Subcontractor Utilization Form (if participation is less than stated goal)
4. Supporting Documentation Demonstrating Good Faith Effort Performed (such as letters, phone logs, fax transmittals, electronic mail, copies of current DIVERSE BUSINESS, Minority/Woman Owned Business Enterprise certificates, etc.,)

The applicable documents <u>must</u> be received with the bid or proposal in order for the entire bid to be considered responsive to the specifications.



PRIME CONTRACTOR NAME:		Check applicable block to describe prime	
		DIVERSE	NON-DIVERSE
TRWD PROJECT NAME: Wellness Platform		BUSINESS	BUSINESS
		DUE DATE:	
		5/2	5/2023
District's DIVERSE BUSINESS Participation Goal:	Prime Contractor's DIVERSE BUSINESS Project Utilization:	TRWD PROJECT NUI	MBER:
10%	%	23	-113-1

CONTRACT UTILIZATION FORM

- A. The contract utilization form is used to record all costs associated with the project. This includes the Prime Contractor as well as all subcontractors and suppliers.
- B. The Contract Utilization Form shall be completed in its entirety. The complete company name, address, telephone/fax number, email, and contact shall be entered in the first column.
- C. The Diverse Business status (DIVERSE BUSINESS/Non DIVERSE BUSINESS) must be checked in the second column. A detailed explanation of the work to be performed or the supplies purchased shall be indicated in the status column and the Dollar Amount Spent with each business listed in the last column. Complete the Prime Contractor Company information at the bottom of page 5.
- D. If the District's established Diverse Business (DB) participation goal is met, the Prime Contractor has completed his responsibility in completing the Diverse Business Packet. A valid Diverse Business Certificate <u>must</u> be submitted with the Diverse Business Packet for each Diverse Business listed on the Contract Utilization Form.

If hauling services are utilized, the prime will be given credit as long as the Diverse Business listed owns and operates at least one fully licensed and operational truck to be used on the contract. The DB may lease trucks from another DB firm, including DB owner-operators, and receive full DIVERSE BUSINESS credit. The DB may lease trucks from non-DBs, including owner-operators, but will only receive credit for the fees and commissions earned by the DB as outlined in the lease agreement.

Failure to complete this form, in its entirety with requested documentation, and received by the Managing Department at time of bid opening may result in the bid being considered non-responsive to bid specifications.

The undersigned Contractor intends to enter into a formal agreement with the DIVERSE BUSINESS firm(s) listed in this utilization schedule, conditioned upon execution of a contract with the Tarrant Regional Water District. The intentional and/or knowing misrepresentation of facts is grounds for consideration of disqualification and will result in the bid being considered non-responsive to bid specifications.



Prime Contractors are required to identify <u>ALL</u> costs associated with the project. This includes the Prime contractor, subcontractors and suppliers, regardless of status; i.e., DIVERSE BUSINESS and non-DIVERSE BUSINESS. **Please list DIVERSE BUSINESS firms first**, use additional sheets if necessary.

SUBCONTRACTOR/SUPPLIER Company Name Address	STAT (Check		Detail of the Work Detail Supplies		Dollar Amount	
Telephone/Fax email Address Contact Person	DB	Non DB	to be provided	Purchased	Spent	



Contract Utilization Form

Total Dollar Amount of DIVERSE BUSINESS Subcontractors/Suppliers	\$
Total Dollar Amount of Non-DIVERSE BUSINESS Subcontractors/Suppliers	\$
Total Dollar Amount for Prime Contractor	\$
TOTAL DOLLAR AMOUNT OF PROJECT	\$

The Contractor will <u>not</u> make additions, deletions, or substitutions to this certified list <u>without the prior approval</u> of the DB/MWBE Specialist or designee through the submittal of a *Request for Approval of Change/Addition*. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accordance with the procedures outlined in the policy. The contractor shall submit a detailed explanation of how the requested change/addition or deletion will affect the committed Diverse Business participation goal. If the detail explanation is not submitted, it will affect the final compliance determination.

By affixing a signature to this form, the Contractor further agrees to provide the District complete and accurate information regarding work performed by all subcontractors, including Diverse Business(s) arrangements submitted with the bid. The Contractor also agrees to allow an audit and/or examination of any books, records and files held by their company. The Contractor agrees to allow the transmission of interviews with owners, principals, officers, employees and applicable subcontractors/suppliers/contractors participating on the contract that will substantiate the work performed by the Diverse Business(s) on this contract, by an authorized officer or employee of the District. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from District work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this policy may result in a determination of an irresponsible Contractor and debarment from participating in District work for a period of time not less than one (1) year.

Authorized Signature	Printed Name	
Title	Company Name	
Phone Number	Fax Number	
Address, City, State, Zip		
Email Address	Date	



PRIME CONTRACTOR NAME:		Check applicable block to describe prime	
		DIVERSE	NON-DIVERSE
		BUSINESS	BUSINESS
TRWD PROJECT NAME: Wellness Platform			UE DATE:
TRWD PROJECT NAME. Welliess Flatform			/25/2023
District's Diverse Business Participation Goal:	TRIAID DDG	 DJECT NUMBER:	
10%		-113-1	
Will you perform this entire contract v	vithout subcontractors/suppliers	?	
,,	,,,,,,		☐ Yes
			☐ *No
Authorized Signature	Printed Name		
Title	Company Name		
Phone Number	Fax Number		
Address, City, State, Zip			
Email Address			

^{*}If the answer is No, then you <u>must</u> complete the Good Faith Effort Form (attached).



PRIME CONTRACTOR NAME:		Check applicable block to describe Prime Contractor	
		DIVERSE BUSINESS	NON-DIVERSE BUSINESS
		DUE [DATE:
TRWD PROJECT NAME: Wellness Pla	tform	5/25/2023	
District's DIVERSE BUSINESS	TRWD PROJECT	NUMBER:	
Participation Goal: 10%	23-113	23-113-1	

If you have failed to secure Diverse Business participation and you have subcontracting and/or supplier opportunities, or if your Diverse Business participation is less than the District's participation goal, you <u>must</u> complete this form.

- If the Contractor's method of compliance with the Diverse Business goal is based upon demonstration of a "good faith effort", the Contractor will have the burden of correctly and accurately preparing and submitting the documentation required by the District.
- Compliance with each item below shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of facts or intentional discrimination by the Contractor.
- 1.) Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a Diverse Business or non-Diverse Business. (DO NOT LIST NAMES OF FIRMS). Combined Projects: list each subcontracting and or supplier opportunity through the 2nd tier (refer to page 2, number 5).

for an explanation of tier levels).

(Use additional sheets, if necessary)

List of Subcontracting Opportunities	List of Supplier Opportunities
List of Subcontracting Opportunities	List of Supplier Opportunities

2.) Did you contact three	e (3) or more Diverse Busine	esses by telephone or in wri	ting of the subcontracting o	pportunity listed?
3.) Did you allow Diverse	e Businesses at least five (5)) working days to respond f	rom their receipt of notice?	
4.) Did you provide write	ten notification to Diverse E	Businesses, trade organizati	ons, or development center	s?
	scope of the work, plans, an ecifications in order to assist		l Diverse Businesses, or info	rmation regarding the
☐ YeS (Attach supporting docum good faith effort perform		none logs, fax transmittals,	electronic mail, etc., demon	strating evidence of the
□ No - please e	explain:			
explanation of why the D the District. In the eve	liverse Business was rejecte nt of a bona fide dispute t documentation by District	ed and any supporting doc concerning quotes, the C	umentation the Contractor Contractor will provide for	d should include a detailed wishes to be considered by confidential access to/and
Company Name	Telephone	Contact Person	Scope of Work	Reason for
				Rejection

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

ADDITIONAL INFORMATION:

Email Address

	ease provide additional information you feel will further usiness participation on this project.	explain your good faith effort to obtain Diverse
	By affixing a signature to this form, the Contractor furth information regarding work performed by all subcontractor with the bid. The Contractor also agrees to allow an audit their company. The Contractor agrees to allow the tracemployees and applicable subcontractors/suppliers/contract work performed by the Diverse Business(s) on this contract intentional and/or knowing misrepresentation of facts will be District work for a period of not less than three (3) years a concerning false statements. Any failure to comply with the Contractor and debarment from participating in District work	ors, including Diverse Business(s) arrangements submitted and/or examination of any books, records and files held by a smission of interviews with owners, principals, officers, ctors participating on the contract that will substantiate the state of the District. Any be grounds for terminating the contract or debarment from and for initiating action under Federal, State or Local laws his policy may result in a determination of an irresponsible
	The District's Purchasing Department has a change form review, record, and approve any stated changes. If the c Business Certificate must be submitted with the form. This f	change involves a Diverse Business, a copy of the Diverse
	The undersigned certifies that the information provided a good faith. It is understood that any Diverse Business (s) list reasons for not using them will be verified by the District's D	ted on the Good Faith Effort Form will be contacted and the
	The Contractor must submit a Vendor Participation Form vand shall contain all expenditures for the period stated. Please at	
Aut	thorized Signature	Printed Name
itle	le	Company Name
ho	one Number	Fax Number
١dd	dress, City, State, Zip	

Date

				Vendor Participati						
To the second second	_			To be completed and attached to se	di Ineologi estimbine il for pagn	HET				400425
Prime Company Name:	2. 2					- 5			Charge Dates Nuestee	Charge Unite France
Contract Name:										
Notice to Proceed:										
Contract ID:	3									
Original Contract Amount										
Revised Contract Amount (including Change Orders)	\$		10)							
Invoice Amount	5									
Invoice Number:				The state of the s	MPORTANTII			1		
Invoice Date:	1			You must list ALL TIER levels. That includes	all subconsultants, sub-	contractors, su	ppilers, etc. if you	- 0	Tatal Cronge 2 Vest	š
	1-			have a question about what is a tier please	contact Crystal Alba at (8	17] 335 2481 X	4490 or	_	10000000	17
Service Through Date:	8			crystal alba@trwd.com	0.0000000000000000000000000000000000000	account to ve	meen	J		
Prime / Subcontractor Name		De.	on Ores	Scope of Work Performed	Contrast decimant	Percent of Contract	Dates Armount Requested Per	Previously tradited to Date	Total Involved to Gane	Ferent of Contract Invalore
	III Frime	199	- Preside.				Involve Nutratified		PROCESSION AND ADDRESS OF THE PARTY OF THE P	Le Bote
	U Prime	-	-							
		LI	13	-	3					
			D							
	-1-	П	-		8		-	-		
		-	10							
	_	-								
	_	ä	1							
	_	-								
	_									
			0							
			D							
				•	\$ -	0.00%	5 -	\$ -	\$ -	0.00%
				Previde on explanation below if no US partic	nation is instanted in this in	min schmille.				
		5	plain how	wander additions / deletions will affect your origin			cts on necessary.			
Print Rans				Spalare			Title		Date	
Titalization				Apriles.						

ATTACHMENT 4 - NON-COLLUSION AFFIDAVIT

STATE OF TEXAS COUNTY OF TARRANT §		§ §			
OWN	NER:	Tarrant Regional Water District (District) 800 East North Side Drive Fort Worth, Texas 76102-1097			
CON	TRACT:	RFP 23-113-1 Wellness Platform			
		being first duly sworn, deposes and says that:			
1.	He/she is bidder that has subm	of, the litted the attached bid;			
2.	He/she is fully informed respecting the preparation and contents of the attached bid and pertinent circumstances respecting such bid;				
3.	Such bid is genuine a	nd is not a collusive or sham bid;			
4.	employees, or partie connived, or agreed collusive or sham bi submitted, or to refr directly or indirectly other bidder, firm, or or to fix any overhead to secure through an	dder nor any of its officers, partners, owners, agents, representatives, es in interest, including this Affiant, has in any way colluded, conspired, directly or indirectly with any other bidder, firm, or person to submit a d in connection with the contract for which the attached bid has been rain from bidding in connection with such contract, or has in any manner sought by agreement, collusion, communication, or conference with any person to fix the price or prices in the attached bid or of any other bidder, d, profit, or cost element of bid price or the bid price of any other bidder, or by collusion, conspiracy, connivance, or unlawful agreement any advantage or any person interested in the proposed contract; and			
5.	The price of prices quoted in the attached bid are fair, proper, and not tainted by any collusio conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent				

representatives, owners, employees, or parties in interest, including this Affiant.

Company Name:	
	(typed or printed)
Ву:	
	(Signature – attached evidence of authority to sign)
Name:	
	(typed or printed)
Title:	
Business address:	
Phone:	E-mail:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wi Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No	th the local government officer. ch additional pages to this Form likely to receive taxable income,
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.00	
7	
Signature of vendor doing business with the governmental entity	Date

ATTACHMENT 5 —CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

PAGE - 2

ATTACHMENT 6 - COMPLIANCE TO STATE LAW ON NONRESIDENT BIDDERS

Chapter 2252 of the Texas Government Code applies to the award of government contract to non-resident bidders. This law provides that:

"A government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in: (1) the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer."

"Nonresident bidder" refers to a person who is not a resident.

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder. ☐ Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the State of ☐ Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in the State of Texas. Determination of other state laws is based on the State of Texas Comptroller's annual publication of List of States with Resident Bidder Preferences. Bidder: Company Name: (typed or printed) By: (signature -- attach evidence of authority to sign) Name: (typed or printed) Title: **Business address:** Phone: Email:

ATTACHMENT 7 COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Bidder hereby certifies that the Contract Price is divided as follows:

Tax exempt products, materials and services (See Notes 1 and 2) \$

Taxable products, materials and services (See Note 3) \$

Total (Total must equal the Contract Price) \$

Total (Total must e	equal the Contract Price)	\$	
Bidder:			
Company Name:			
	(typed or	printed)	
Ву:			
	(Signature attach evide	nce of authority to sign)	
Name:			
	(typed or	printed)	
Title:			
	(Signature of Corp	orate Secretary)	
Business			
Address:			
Phone:	E-mail		

Notes:

- 1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the facilities constructed for the Owner or are necessary and essential for the performance of the Work and are completely consumed at the Site. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in the performance of the Work cannot be completely consumed for the purposes of this definition.
- 2. Exempt services are those services performed at the Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the Work or the service is integral to the performance of the Work.
- 3. Products, materials and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the Owner's facilities or are not consumed by construction as defined above. Machinery or equipment and its accessories and repair and replacement parts used in the performance of the Work are not exempt.
- 4. The sum of the amount for tax exempt products, materials and services and taxable products, materials and services must equal the Contract Price.

CONTRACT FOR PROJECT ID NO. _____

This contract for Project ID No ("Contract") is between Tarrant Regional Water District") and ("Vendor") for Project ID No
1. SCOPE OF WORK
Vendor shall complete work in accordance with the Terms and Conditions of Project ID No
2. CONTRACT TERM
This Contract shall be for a period of one (1) year beginning through with a District option to renew for up to four (4) additional one (1) year periods.
Prices bid must be valid for the first full year of the Contract and any request for price adjustment for the subsequent years must be received in writing by the District's Purchasing Department no less than ninety (90) days prior to the commencement of each period. The amount of any price adjustment requested, as well as the District's experience with the Vendor's service for the Contract year ending, will be used in the District's determination as to whether or not any price adjustment will be authorized. Failure of the District and Vendor to agree to any such price adjustments sharesult in termination of the Contract as of the last day of the current Contract year. Any such termination shall be without penalty to the District. Work in progress shall be completed at the previous agreed pricing.
3. COST
Except in the event of a duly authorized change order approved by the District, the District will pa to the Vendor a not to exceed amount of \$

4. INVOICES AND PAYMENT

- 4.1 Each invoice shall show the date the work began and the date the referenced work was completed. A quantity, unit cost, total cost shall be included on the invoice.
- 4.2 All invoices shall be submitted to the Tarrant Regional Water District, Purchasing Department, 1022 North Calhoun Street, Fort Worth, Texas 76164.
- 4.3 All payment requests will be paid within 30 days after approval of the Project Manager and in accordance with Texas Government Code Chapter 2251.

5. VENDOR REPRESENTATIONS

Vendor confirms the following statements are complete, true and accurate:

5.1 Vendor is familiar with and is satisfied will all applicable Federal, State and Local Laws and Regulations affecting the cost, progress and performance of the Work.

- 5.2 Vendor has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Contract Documents, and the written resolution thereof by District is acceptable to Vendor.
- Vendor agrees to provide the work in a good, professional, and workmanlike manner, recognizing that time is of the essence to the work.
- 5.4 The individual signing below has full authority to bind the Vendor to this Contract.

6. CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, TRWD Standard Terms and Conditions for Term Contracts, Project ID No. Bidding Documents, List and Date of Addenda (issued during bidding phase), Vendor's Bid Response, Insurance Certificates, Required Submittals (list of specific documents). By its signature below, Vendor acknowledges receipt of each of the Contract Documents.

The following are also documents which may be delivered or issued on or after the effective date of the Contract and are not attached here:

- a. Change Order
- b. Written Amendments

The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof.

7. PARTIES ADDRESSES

DISTRICT:

Tarrant Regional Water District 800 East North Side Drive Fort Worth, Texas 76102 VENDOR:

Vendor Legal Name Corporate Address Corporate City, State Zip

8. NO AUTHORITY

It is understood and agreed that neither Vendor nor its representatives shall have the authority to bind the District or any related party to any contractual obligation or item of expenditure without the prior written approval of the District.

9. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Contract shall be deemed or construed to waive the District's sovereign or governmental immunity.

10. CONFLICTS

In the event of any conflict between this Contract and the Contract Documents, this Contract shall control.

11. VERIFICATION OF COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTERS 2270 AND 2252

Pursuant to Texas Government Code Chapter 2270, Vendor affirms that the execution of this Contract serves as written verification that Vendor (1) does not boycott Israel and (2) will not boycott Israel during the term of this Contract, Further, pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms, by entering into this Contract, that it is not identified on the lest created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

12. VERIFICATION OF COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTER 2274

Pursuant to Texas Government Code Chapter 2274, Vendor affirms that the execution of this Agreement serves as written verification that Vendor (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in Chapter 2274, and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

13. VERIFICATION OF COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTER 2274

EFFECTIVE on the ____ day of _____, 2023.

Pursuant to Texas Government Code Chapter 2274, Contractor affirms that the execution of this Agreement serves as written verification that Contractor (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract.

cause		everal counterp	f their respective governing bodies have arts, each of which is deemed to be an
District:	Tarrant Regional Water District	Vendor:	
	(typed or printed)		(typed or printed)
Ву:		Ву:	
	(Individual's signature)		(Individual's signature)
	Signature Date:		Signature Date:
Name:		Name:	
	(typed or printed)		(typed or printed)
Title:		Title:	

(typed or printed

(typed or printed)