

ONALASKA WATER SUPPLY CORP.

1598 FM 3459

ONALASKA, TX 77360

DESIGN – BUILD PROPOSAL– Proposal # 02-24

Sealed Combination of Technical and Cost

Ponderosa Water Supply Plant Erosion Repair and Erosion Control

INTRODUCTION: Onalaska Water Supply Corp, hereafter referred to as OWSC, is accepting solicitations and applying the Design-Build alternative purchasing process utilizing both a technical proposal and cost proposal. In addition to this design-build proposal, a cost document, a design criteria package and technical/qualification package will be required, hereafter referred to as the solicitation. OWSC goal is to hire a single firm to both create the engineered drawings, plans and construct and/or repair the Ponderosa Water Plant. The awarded firm can either be a construction firm or an engineering firm. Both shall work together throughout the project. The recent weather events, the heavy rains, which were declared natural disasters (FEMA #DR-4781-TX) has created extensive erosion around an above ground storage tank and surrounding plant area to include major damage to the bulkhead. OWSC has been approved as a sub recipient for DR-4781-TX, final funding amount has yet to be determined. There is no obligation for the federal government to fund this project. This is an urgent need and will require the awarding firm's priority. OWSC is a non-profit corporation located in Onalaska, TX. OWSC is aware of the time and effort you expend in preparing and submittals. OWSC wants to make the process as easy and painless as possible so that all responsible vendors can compete for our business. All firms are encouraged to respond to this solicitation. OWSC is an equal employment opportunity employer.

GENERAL INSTRUCTIONS: Solicitation packets must be provided to OWSC in an opaque sealed envelope mailed to 1598 FM 3459 Onalaska, TX 77360 or delivered to our office located at 1598 FM 3459 Onalaska, TX 77360. Outside of envelope to be marked BID # 02-24.

**Mandatory Pre-Award Meeting
November 5, 2024, 2:00 PM CST**

OWSC staff will be available for a site inspection and questions on November 5, 2024, at 2:00 PM. Meeting to be held at 1598 FM 3459 Onalaska TX 77360 with a site visit immediately following. This meeting will be available via teleconference call. Firms may call 936.646.5393, OWSC office between 8:00 AM and 4:00 PM to set up a teleconference call for November the 5, 2024. The site visit will not be videoed or available for a teleconference call. Nearest water plant street intersection is Ponderosa Dr. and FM 3459 Onalaska, TX 77360. See below photo of well site. Any other site visits OWSC staff will not be available for questions.

**Solicitation Packets must be received by:
November 19, 2024, 2:30 PM CST**

Solicitations received after November 19, 2024, 2:30 PM CST will not be considered for the award and shall be considered void and unacceptable. It is the responsibility of the bidder to ensure that the solicitation packet is delivered to the designated location prior to the deadline. All late solicitations will be returned to the responder's return address unopened when properly marked. Packets may be either mailed to 1598 FM 3459 Onalaska TX 77360 or hand-delivered to OWSC office located at 1598 FM 3459 Onalaska, TX 77360 8:00AM – 4:00PM Monday – Friday excluding holidays. Only paper packets shall be accepted. Responders submitting solicitations packets do so entirely at their expense. There is no expressed or implied

obligation of OWSC to reimburse any individual or firm for any costs incurred in preparing or submitting a solicitation, for providing additional information when requested and/or for participating in any award conversations, texts and/or interviews.

All question concerning the solicitation should be directed to Sidney Chance by email to jr@onalaskawaterandgas.com. All responses to be given by e-mail, compiled and issued as an addendum to all identified bidders. It is the bidders responsibility to gain all addendums issued. In order to have a response prior to opening all questions should be received by November 8, 2024, 10:00 AM. All questions received will be compiled and submitted as an addendum to this solicitation. All solicitation documents can be viewed at 1598 FM 3459 Onalaska TX or at [www.onalaskawaterandgas.com/recent -news](http://www.onalaskawaterandgas.com/recent-news). All documents will remain public information to the fullest extent of the law.

AWARD: The award will be based on the firm with the best qualifications and giving OWSC the best construction value for a long-term solution. The technical/qualification and criteria proposals will be opened and scored first. The cost proposals will then be opened and scored. A final ranking of firms will be determined. The top responders may be requested to attend an interview with OWSC or prepare a written explanation/clarification prior to award. If the top ranked responder is unable to meet the requirements of OWSC, services/products may be awarded from the next best ranked responder and continue until a responder is found that can complete the requirements of OWSC. There are no pre-qualification requirements. Responders are assumed to have proper equipment, insurance and labor to complete the projects. The responders are presumed to have inspected the sites and familiarized themselves with OWSC specifications and requests. Failure or omission of any responder to examine any form, instrument or document, including all addenda shall in no way relieve any responder from any obligation in respect to their response or work. Reference above pre-award meeting. To the fullest extent of the law OWSC has the sole last and final determination to determine award with no recourse. OWSC reserves the right to reject any or all submissions, products, services and/or qualification for any or all products and/or services covered in the solicitation and to waive informalities or defects or to accept such qualifications or rebid this project as it shall deem to be in the best interest of OWSC to the fullest extent of the law. OWSC reserves the right to award by segments or in whole or remove/delete a segment or re-bid.

CHANGE ORDERS: It is OWSCs intent to fully disclose the project to eliminate oversight and/or unforeseen project change orders in order to gain the best value, both price and long-term erosion control with extended duration of materials. Change orders shall be submitted in writing to OWSC Project Manager prior to work or material change. Any change order not properly approved may have payment withheld.

EQUAL EMPLOYMENT OPPORTUNITY: Federal law says in part: During the performance of this contract, the awarded responder agrees as follows: (1) The awarded responder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The awarded responder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

LIQUIDATED DAMAGES: Once an agreed final construction date has been determined the awarded responder will be allowed an additional ten (10) weather days to complete the project. The awarded responder shall contact OWSC by email giving notification of a temporary work stoppage due to weather. The awarded responder has the responsibility to ask for additional weather days to be approved at OWSC discretion. Once the construction deadline date has expired OWSC reserves the right to charge \$150.00 per day beyond the expiration date. OWSC must notify the awarded responder in writing of the liquidated

damages amount and start date. OWSC shall reduce the final invoice amount with all liquidated damage fees.

PAYMENT: OWSC is responsible for payment in full to the awarded firm. Payment draws can be established with mutually agreed milestones during the negotiation phase. Invoice terms to be net 30 days.

SPECIAL TERMS & CONDITIONS: If less than three responses are received, OWSC reserves the right to extend the opening date as it deems to be in the best interest of OWSC. Additionally, should the price exceed the budget OWSC reserves the right to reject all solicitations. Each awarded responder will receive a purchase order as prices quoted per the awarded contract. Responders must be able to complete the job within the agreed upon date. The solicitation's intent is to reference all indemnification language that is required and not stated to the fullest extent of the law. Project will be prioritized and OWSC will fully fund the project. It is the full responsibility of OWSC to submit all paperwork to FEMA for reimbursement. All addenda so issued shall become part of the contract documents, and receipt thereof shall be acknowledged in the space provided in the solicitation document. It is the responsibility of the responder to verify all addendums and interpretations.

TERMINATION OF AGREEMENT: OWSC to notify the awarded responder in writing, when possible, of subpar work or contract violations. The awarded responder will be allowed reasonable time, as determined by OWSC to correct the oversight. OWSC reserves the right to terminate the agreement if, in the opinion of OWSC the awarded responder's performance is not acceptable, if the deliveries and servicing of this agreement do not conform to the requirement detailed herein, or budget is not approved or for any reason to the fullest extent to the law. OWSC has the right to terminate the agreement by giving the awarded responder thirty (30) calendar days' written notice. The awarded responder will be compensated for the satisfactory deliveries performed before the termination notification date. The agreement may be terminated immediately should there be any illegal or unprofessional activities alleged or otherwise, occurring or suspected to have occurred. The awarded responder may terminate this contract by giving OWSC thirty (30) calendar day written notice. OWSC reserves the right to contact the next best ranked responders and give an option to be awarded the remaining term(s) and services of this project.

GENERAL INFORMATION:

Project Site:

Ponderosa Water Plant Lat and Long 30.82047 -95.09915 110 Creekside Hill Dr, nearest street intersection is Ponderosa Dr. and FM 3459 Onalaska, TX 77360.

OWSC Provided Services:

- Shall provide and select independent inspection and testing services as needed;
- Shall provide an independent engineer to review and oversee the plans and documents as needed;
- Shall provide and select any required testing and testing verification services as needed
- Shall provide all utility locates;
- Shall provide any local, county or state permitting;
- All contractor equipment can be parked and stored in drive leading to Ponderosa Water Plant. Contractor is responsible for any theft or damage occurring to their equipment.

Proposal Format:

Responding firms are requested to include one (1) sealed original signed OWSC RFP solicitation, one (1) OWSC copied RFP solicitation packet, one (1) original sealed design criteria package, one (1) original sealed cost proposal and one (1) original sealed technical/qualification (RFQ). All to be enclosed and mailed or received in one (1) sealed envelope marked Bid # 02-24.

RFP Scoring Components:

Design Criteria	25 Points
Technical/Qualification	10 Points
Pricing	65 Points
Total	100 Points

SEALED ENVELOPE #1 - DESIGN CRITERIA PACKAGE – ENCLOSE IN SEPARATE ENVELOPES SCOPE OF WORK, CONTRACTOR INFORMATION AND PRICING

Responses shall be a maximum of 15 single-sided pages, not including signed solicitation packet, resumes and pricing comments and/or alternatives.

Budget and Schedule:

This project is required and unplanned due to the recent weather events. Thus, placing an emergency need due to preventing additional damage to assets. This project will have an immediate start date with a tight completion date of November 2025. Expected budget to be in the 500K range.

Basic Construction Information:

This project should be considered in three (3) segments. All segments can be completed simultaneously. Pricing submitted shall be itemized per segment. At no time shall the water plant be taken offline without written approval of OWSC.

- Segment 1 Top priority – repairing and stabilizing the above ground water tank foundation erosion of water plant site with emphasis on downstream effect. Repair surrounding erosion bringing back to original structurally sound condition. To include anchor or otherwise protect from future movement. Also include a dissipation measure for water flow;
- Segment 2 Secondary priority – repairing the bulkhead erosion. Replacing bulkhead utilizing interlocking timber with bracing, utilizing rip rap, crushed stone, concrete or similar measures to control erosion and tie backs where required and repairing the bank erosion. To include additional drainage solutions, items like culverts, to prevent future bulkhead erosion;
- Segment 3 Secondary priority – mitigation drainage and erosion control for protection of controlled outlet. Utilizing materials such as catch basins, culverts, rip rap etc. Repair/replace drive with crushed limestone which was damaged during floods.

SCOPE OF WORK, CONTRACTOR AND PACKET REQUIREMENTS – SCOPE CRITERIA

Conceptual work listed, responders are encouraged to design and construct utilizing their best long term value and solution.

GENERAL

- Each design shall include separate prices for all segments. Segment 1 water storage tank erosion, foundation repair and stabilization, Segment 2: bulkhead repair, Segment 3: mitigation, drainage and erosion prevention;
- Downstream sediment control throughout project duration to be used;
- Include a brief project calendar with milestones for design and construction;
- Responders must include conceptual designs and construction techniques based on their professional opinion with this solicitation. Responders may include alternative designs listing pros and cons;
- Contractor to provide all labor, materials, fees and equipment necessary to complete this project;
- All work to meet federal, state and local laws, requirements and ordinances;
- All work to be completed by November 2025;
- Project to be completed to like new condition;
- The awarded responder shall provide three (3) sets of engineered plans to OWSC prior to construction;

- Must be able to attend pre-construction meeting and give weekly updates as to progress of project once Notice to Proceed has been issued;
- List expected involvement of OWSC which your firm will require;
- The contractor and engineering firm must work together as one entity with one project manager.

Segment 1

- Repair existing water storage tank foundation erosion to include stabilization from future movement. Has a measurement of around 20 feet wide 8 feet in length and with 8feet deep. Exact measurements shall be the responsibility of the contractor. At a minimum 4,000 psi concrete, 5/8” rebar on 16” centers, footer 16” deep 4’ wide, top minimum of 10” thick 6’ deep. Disconnects and shut-off valves to be replaced when necessary;
- To include downstream energy dissipation, utilizing either a rock and/or concrete apron or similar materials;

Segment 2

- Replace the existing 50 feet of bulkhead, 25 feet in length, 14 feet deep. Contractor to be responsible for exact measurements. At a minimum all timber to be marine grade, 8’ x 8” piling, 3” x 8’ whaler boards and 2’ x 10’ tongue and grove;
- Responders design to include vertical, horizontal spacing, tie back spacing, bracing spacing, measurements of timber used;
- To include a minimum of 25 feet of bank erosion protection. Rip rap, concrete, crushed stone or similar materials to be used;
- To include drainage control structure, drop box, surface inlet/buried existing inlet and new exit pipe at invert of outlet channel, rock, or similar materials. Include apron design at exit for energy dissipation;

Segment 3

- Mitigation - Material placement to be in accordance with engineer suggestion. Materials include culverts, drains, crushed rock, grading etc. which will provide long-term solutions for bank protection and overall site erosion.

Contractor Information:

- Include a signed OWSC solicitation packet;
- List similar jobs (maximum of 3) which your firm has completed. Include your vendor’s contact information and date of project;
- List your firm’s proposed project manager for the OWSC project and their experience with similar projects;
- List your firm’s office address and contact information;
- List sub consultants that the firm may use. List provided services, areas of specialization, and provide subconsultants’ experience, key personnel and any other additional relevant information;
- Provide a project calendar showing the November 2025 deadline will be met;
- List and describe previous partnerships with the engineer as listed in the below in the Technical Response and how you will work with that engineer in order to meet deadlines and milestones;

Pricing – Sealed Envelope Labeled Pricing

- Pricing shall be all inclusive. Include price for both construction and professional services. With the understanding this is a proposal and OWSC reserves the right to accept, negotiate or reject any offer in whole or in parts. Pricing to be held for project duration;
- Pricing to be itemized by segments, Segment #1 Water Storage Tank Erosion and Stabilization, Segment #2 Bulkhead Repair and Segment #3 Mitigation, Drainage and Erosion Control. OWSC requests at a minimum a general pricing and quantity category itemization:

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- Timber – list sizes and quantity with pricing per each and total;
 - Labor and equipment per segment – list what type of equipment and total labor cost
 - Dirt, concrete bank protection sod and rock – list sizes and quantity with pricing per load with total;
 - Drainage box, drainage pipe, catch basin, dissipation measures and miscellaneous materials – list sizes and quantity with pricing per each and total;
 - Professional Services for Segments – List total professional Services by segment. List per hour price should changes be required.
- Responders are encouraged to submit their best pricing with their recommended construction methodology. Each recommendation must include their pricing table with comments as to why this methodology is recommended;
 - All pricing information shall be submitted in a sealed envelope marked PRICING;
 - Contractor shall provide a BID BOND in the sealed pricing envelope.

Segment #1 – Water Storage Tank Erosion



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Segment #2 – Bulkhead Erosion



SEALED ENVELOPE #2 – LABEL ENVELOPE TECHNICAL/RFQ PROPOSAL - REQUEST FOR QUALIFICATIONS/TECHNICAL PROPOSAL

Statement of Qualifications Evaluation Criteria (reference Design Criteria Package for project details)

Responses shall be a maximum of 15 single-sided pages, not including signed solicitation packet and resumes.

- Include a signed OWSC solicitation packet.
- A cover letter should include information that the firm believes would help OWSC in getting to know the firm's Engineering staff assigned to this project, firm's office locations, brief overview of the services which will be offered during this project, availability to undertake and meet deadlines assigned to this urgent project;
- Describe the services your firm will offer from start to finish. Include firm's experience on similar/related projects over the last several years. Include project, location, project year and owner's contact information and budget;
- Include firm's best practices. Provide your firm's design philosophy for this type of project. Provide a brief calendar of benchmarks your firm can expect once the Notice to Proceed has been issued. Remembering this is an urgent project;
- List and describe previous partnerships with the proposed contractor as listed in the Design Criteria above;
- Include a proposed conceptual design for the project. Understanding this is proprietary and will be returned;
- Once Notice to Proceed is executed, your firm will be fully responsible for providing all construction design documents. With the understanding your firm will work hand in hand with the contractor during this design phase;
- Provide number of business days your firm estimates design process will take;
- List the proposed Project Manager to this project, who will be responsible and who will be the billing/accounting firm.

PRICE TABLE

SEGMENT 1 – Water Storage Tank Erosion and Stabilization Price Table – If enough lines not available add to table

Item #	Description	Unit of Measure	Quantity	Price per Each	Total
EXAMPLE	Catch Basin	Each	2	150.00	300.00
Energy Dissipation					
Item #	Description	Unit of Measure	Quantity	Price per Each	Total
1a					
1b					
1c					
1d					
Sub-Total Energy Dissipation					
Tank Stabilization – anchors, rock, etc					
Item #	Description	Unit of Measure	Quantity	Price per Each	Total
2a					
2b					
2c					
2d					
2e					
Sub-Total Tank Stabilization					
Materials – disconnects, shut-off valves etc					
Item #	Description	Unit of Measure	Quantity	Price per Each	Total
3a					

3b					
3c					
3d					
Sub-Total Materials					
Professional Services					
Item #	Description	Unit of Measure	Quantity	Price per Each	Total
4a	Professional Services Segment 1	Each	1		
4b	Professional Services Segment 2	Each	1		
4c	Professional Services Segment 3	Each	1		
4d		Each	1		
Subtotal Professional Services					
Grand Total Energy Dissipation + Tank Stabilization + Material + Professional Services					
Comments					

SEGMENT 2- Bulkhead and Bank Repair - Price Table – If enough lines are not available, add to table

Item #	Description	Unit of Measure	Quantity	Price per Each	Total
EXAMPLE	2 X 6 X 10	Each	4	40.00	160.00
Timber					
Item #	Description	Unit of Measure	Quantity	Price per Each	Total

1a					
1b					
1c					
1d					
1e					
Sub-Total Timber					
Tiebacks, Bracing and Misc. Materials					
Item #	Description	Unit of Measure	Quantity	Price per Each	Total
2a					
2b					
2c					
2d					
Sub-Total Tieback, Bracing and Misc. Materials					
Bank Protection - Rip Rap, Concrete, Top Soil, Sod Etc.					
Item #	Description	Unit of Measure	Quantity	Price per Each	Total
3a					
3b					
3c					
3d					
3e					
Sub-Total Erosion Protection					
Erosion Control, Energy Dissipation, Aprons, Culverts Etc.					

Item #	Description	Unit of Measure	Quantity	Price per Each	Total
4a					
4b					
4c					
4d					
4e					
Sub- Total Erosion Control					
Labor and Equipment					
5a					
5b					
5c					
5d					
5e					
Sub-Total Labor and Equipment					
Grand Total: Timber + Tiebacks + Bank Protection + Erosion Control +Labor and Equipment					
Comments:					

Segment 3 – Site Mitigation – Price Table – If enough lines are not available add to table

Item #	Description	Unit of Measure	Quantity	Price per Each	Total
EXAMPLE	2 X 6 X 10	Each	4	40.00	160.00
Mitigation					

Item #	Description	Unit of Measure	Quantity	Price per Each	Total
1a	Mitigation Segment 1				
1b	Mitigation Segment 2				
1c	Mitigation Water Plant Site				
1d					
Total Segment 3 Mitigation					
Comments					

Required Forms – Additional forms may be requested. Signature to be the same as signed on the contract.

Insurance:

- The awarded contractor shall provide Workers Compensation and Certificate of Liability Insurance listing OWSC as additional insured within 3 business days of request;
- The awarded Engineering firm shall provide proof of Professional Liability within 3 business days of request;
- The awarded contractor shall provide OWSC with both a payment and performance bond once the top-ranking firm is finalized.

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LEGAL FIRM NAME DISCLOSURE

Prime providers and sub-providers proposing on this contract are required to disclose all legal firm name changes under which they have performed work within the last five years. Should space provided not be enough, continue on back side of this page.

Present Name	Prior Names	Still in Business Yes No	Effective Dates

Signature Company Official: _____

Printed Firm Name: _____

Printed Company Official Name: _____

Date: _____

10/21/2024

LOBBYING CERTIFICATION FOR GRANTS, CONTRACTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

1 No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature Company Official: _____

Printed Firm Name: _____

Printed Company Official Name: _____

Date: _____

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

Name	Social Security

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan. A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Signature Company Official: _____

Printed Firm Name: _____

Printed Company Official Name: _____

Date: _____

CIVIL RIGHTS COMPLIANCE

1. Compliance with Regulations The Architect/Engineer shall comply with the regulations relative to nondiscrimination in federally-assisted programs funded with Federal monies, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination The Architect/Engineer, with regard to the work performed by him or her during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Architect/Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts Including Procurement of Materials and Equipment In all solicitations either by competitive bidding or negotiation made by the Architect/Engineer for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Architect/Engineer of the Architect/Engineer’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports The Architect/Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to their books, records, accounts, other sources of information and their facilities as may be determined by the Texas General Land Office and/or OWSC to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Architect/Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Architect/Engineer shall so certify to the Texas General Land Office, as appropriate, and shall set forth what efforts made to obtain the information.
5. Sanctions for Noncompliance In the event of the Architect/Engineer’s noncompliance with the nondiscrimination provisions of this contact, the Texas General Land Office and/or OWSC shall impose such contract sanctions as it may determine to be appropriate including, but not limited to: a. Withholding of payments to the Architect/Engineer under the contract until the Architect/Engineer complies, and/or . Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions The Architect/Engineer shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Architect/Engineer shall take such action with respect to any subcontract or procurement as the Texas General Land Office and/or OWSC may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Architect/Engineer becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Architect/Engineer may request the Texas General Land Office and/or OWSC to enter into such litigation to protect the interests of the State, and in addition, the Architect/Engineer may request the United States to enter into such litigation to protect the interests of the United States.

Signature Company Official: _____

Printed Firm Name: _____

Printed Company Official Name: _____

Date: _____

DEBARMENT CERTIFICATION (Negotiated Contracts)

1. The Responder certifies to the best of its knowledge and belief that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission or any of the offenses enumerated in Paragraph 1.b. or this certification;
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and Where the CONSULTANT is unable to certify to any of the statements in this certification, such CONSULTANT shall attach an explanation to this certification.

Signature Company Official: _____

Printed Firm Name: _____

Printed Company Official Name: _____

Date: _____

Non-Collusion Affidavit

1. He/She is _____ with firm name _____, the responder that has submitted the attached bid.
2. He/She is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or a sham bid;
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder or to fix an overhead, profit or cost element of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Onalaska Water Supply Corp or any interest in the proposed contract.
5. In compliance with the specifications in the bid and quote conditions, I the undersigned agree to furnish the services upon which prices are offered at the price listed to Onalaska Water Supply Corp. within the time specified. By Submitting this bid and attached signature I hereby attest that I have not received nor offered anything of value to or from Onalaska Water Supply Corp. employee, official, and/or board member in connection with this submitted bid
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request to bid or proposals, made or permitted by a member of the company or an employee or representative thereof, will cause to void that particular responder's bid. Prior to an award any communication with a member of the selection committee or board member will be rejected from the voting process for that bid. By submission of this bid responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder or advanced discloser.
7. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employee or parties in interest, including this affidavit.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

Certification Regarding Lobbying (To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

Critical Infrastructure Verification Form

To the extent this proposal relates to critical infrastructure in the State of Texas, I, _____, undersigned representative of _____ the (the “Company”) do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code as amended (“designated country”); or

1. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or 2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country. The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law.

As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

Firearm Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- 1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- 2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

2. "Company" means a for-profit 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 exist to make a profit.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees,
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- will be between a governmental entity and a sole proprietor; or
- is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between New Braunfels Utilities and the Company.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

Israel Verification Form

I _____, the undersigned representative of _____ I, (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

1. does not boycott Israel currently; and 2. will not boycott Israel during the term of the contract. Pursuant to Section 2271.001 of the Texas Government Code: 1. “Boycott Israel” 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; and

2. “Company” means a for-profit 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 exist to make a profit.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

10/21/2024

Iran, Sudan and Foreign Terrorist Organizations Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- 1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
- 2. will not do business with Iron, Sudan, or any foreign terrorist organization during the term of the contract.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

Prohibition of Contracts Discriminating Against Energy Company Boycott Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. _____ does not boycott energy companies currently; and 2. will not boycott energy companies during the term of the contract. Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code: 1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

2. "Company" means a for-profit 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 exist to make a profit.

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as www.fema.gov/procurement-disaster-assistance-team To Table of Contents U.S.Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 amended,42U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

Signature: _____

Printed Name: _____

Firm Name: _____

Address: _____

Date: _____