



**PORT OF BEAUMONT NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS
REQUEST FOR PROPOSALS (RFP) FOR
TWO (2) REACH STACKERS**

August 1, 2024

I. Purpose

Information provided in these specifications is to be used for the purposes of the Port of Beaumont Navigation District of Jefferson County, Texas, (the "Port") purchasing two (2) new reach stackers.

The selected reach stackers must comply with the Build America, Buy America ("BABA") provisions as stipulated by the Infrastructure Investment and Jobs Act ("IIJA").

It is further expected that each bidder will read these specifications with care, since failure to meet each condition or a combination of specified conditions may invalidate the proposal.

The Port reserves the right to reject any or all bids or any portion thereof and to accept the bid determined to be the best value to the Port.

Bidders are required to submit quotations based on these specifications. Any exceptions to terms requested herein must be clearly noted in writing and be included as a part of the bid proposal.

The Port believes that the data contained in these specifications is sufficient for preparation of bids. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty.

Requests for additional information should be directed in writing to: David C. Fisher, Port Director and CEO, 1225 Main Street, Beaumont, TX 77701, or admin@pobtx.com

II. Description of Entity

Port of Beaumont Navigation District of Jefferson County, Texas (the "Port") is a political subdivision of the State of Texas governed by Chapter 5010 of the Special District and Local Laws Code, Chapters 60 and 62 of the Texas Water Code,

III. Scope of Work

The Port requires two (2) new reach stackers, referenced herein as Reach Stacker No. 1 and Reach Stacker No. 2 (collectively the "Reach Stackers") The Port requires that the Reach Stackers be delivered

with all current certificates required by state and federal laws for operation. The Reach Stackers shall include the following:

REACH STACKER No. 1

STANDARD FEATURES

- 120,000 Capacity at 76-in Load Center When Raised to Travel Position
- Telescopic Single Swivel Hook Boom
- 12.8L Tier 4 Diesel Engine or Equivalent or Greater Powered Diesel Engine
- 5-Speed Powershift Transmission
- Powertrain Protection System for Engine and Transmission
- Fuel/Water Separator
- Dry-type Air Cleaner with Safety Element and Restriction Indicator
- Drive and Steer Tires: 18.00 x 25 – 40 PR E4 Smooth Tread
- Planetary Drive Axle with Wet Disc Brakes
- Welded Steel Steer Axle with Stud Protectors

CHASSIS

- All-Welded Steel Frame with Four Lifting Eyes
- Bolted Counterweight
- Lockable Fuel Cap
- Removable Deck Plates
- Replaceable Bolt-on Steps and Handrails

CAB

- Climate-Controlled Sliding All-Welded Steel Center Mount Cab
- Right- and Left-Hand Access Doors
- Rear Exit Window
- Dome Light
- 66,000 BTU Total Heating with Front and Rear Defrosting Capabilities
- 40,000 BTU Air Conditioning with Two Circulation Fans
- Cab Pressurizer and Fresh Air Intake
- Exterior Cab Positioning Switch
- Tinted Glass
- Front, Rear and Top Windshield Wipers
- Fully Adjustable Air Ride Swivel Seat
- Multifunction Joystick, with Integrated Directional Shift Control
- Operator Safety Restraint System
- Operator Safety Presence System with Timed Idle and Neutral Shutdown
- Touch-Screen Color Display
- Rear Visibility Camera System
- Color and Number Coded Wiring
- Power Steering
- Tilt Steering Column

ELECTRICAL

- 24-Volt Electrical System with 110-amp Alternator
- Dual Heavy-Duty Batteries
- Dual Battery Disconnect/Lock-Out Switch
- 4 or Greater Chassis Mounted LED Work Lights
- 4 or Greater Boom Mounted LED Work Lights
- 2 or Greater LED Step Lights
- Stop, Tail and Turn Lights
- Breaker Reset Switches
- Air Horn with 2 Gallon or Greater Air Tank
- Forward and Reverse Warning Alarms

PERFORMANCE CAPABILITIES

- Minimum Forward/ Reverse Travel Speed of 14 mph
- Minimum Lift Speed with Load of 60 fpm
- Minimum Lowering Speed with Load of 95 fpm
- Minimum Tractive Effort at Stall of 60,000 pounds
- Minimum Drawbar Pull at Staff of 55,000 pounds

Please include in the proposal any optional equipment bidder might propose along with an itemized cost breakdown.

REACH STACKER No. 2

STANDARD FEATURES

- Barge Mode: Telescopic Boom for Stacking 4-High on 1st, 2nd and 3rd Rows
- Ground Mode: Telescopic Boom for Stacking 3-High on 1st, 2nd and 3rd Rows
- 20-40 ISO/WTP Container Handling Attachment
- Accumulator in Lift Circuit
- 12.8L Tier 4 Diesel Engine or Equivalent or Greater Powered Diesel Engine
- 5-Speed Powershift Transmission
- Powertrain Protection System for Engine and Transmission
- Fuel/Water Separator
- Dry-type Air Cleaner with Safety Element and Restriction Indicator
- Drive and Steer Tires: 18.00 x 25 – 40 PR E4 Smooth Tread
- Planetary Drive Axle with Wet Disc Brakes
- Welded Steel Steer Axle with Stud Protectors
- Solid Plate Steer Angle Limitation

CHASSIS

- All-Welded Steel Frame with Four Lifting Eyes
- Equipped with Stabilizers
- Bolted Counterweight
- Lockable Fuel Cap
- Removable Deck Plates
- Replaceable Bolt-on Steps and Handrails

CAB

- Climate-Controlled Sliding All-Welded Steel Center Mount Cab
- Right- and Left-Hand Access Doors
- Rear Exit Window
- Dome Light
- 66,000 BTU Total Heating with Front and Rear Defrosting Capabilities
- 40,000 BTU Air Conditioning with Two Circulation Fans
- Cab Pressurizer and Fresh Air Intake
- Exterior Cab Positioning Switch
- Tinted Glass
- Front and Top Windshield Wipers
- Fully Adjustable Air Ride Swivel Seat
- Multifunction Joystick, with Integrated Directional Shift Control
- Operator Safety Restraint System
- Operator Safety Presence System with Timed Idle and Neutral Shutdown
- Touch-Screen Color Display
- Rear Visibility Camera System
- Color and Number Coded Wiring
- Power Steering
- Tilt Steering Column

ELECTRICAL

- 24-Volt Electrical System with 110-amp Alternator
- Dual Heavy-Duty Batteries
- Dual Battery Disconnect/Lock-Out Switch
- 2 Sets or Greater of Operation Signal Lights, Mounted in Cab and on Boom
- 4 or Greater Chassis Mounted LED Work Lights
- 4 or Greater Boom Mounted LED Work Lights
- 2 or Greater LED Step Lights
- Stop, Tail and Turn Lights
- Breaker Reset Switches
- Air Horn with 2 Gallon or Greater Air Tank
- Forward and Reverse Warning Alarms

PERFORMANCE CAPABILITIES

- Minimum Forward/ Reverse Travel Speed of 14 mph
- Minimum Lift Speed with Load of 60 fpm
- Minimum Lowering Speed with Load of 95 fpm
- Minimum Tractive Effort at Stall of 55,000 pounds
- Minimum Drawbar Pull at Staff of 50,000 pounds

Please include in the proposal any optional equipment bidder might propose along with an itemized cost breakdown.

IV. Warranty

The Port requires the following warranties:

- Minimum 1-year or 2,000 Operating Hours

The Port is requesting that should the bidder wish to propose an extended warranty, an attachment should be made to the bid proposal detailing the available extended warranties and their related costs.

Successful bidder will also be required to provide at least two full sets of operator's manuals and service and maintenance manuals. A spare parts catalog should be provided.

V. Anticipated Timeline

The following set dates are firm and shall not be waived unless specified in writing by the Port:

Deadline	Activity
September 11, 2024	Proposals must be received at the Port office no later than 2:00 p.m.
September 23, 2024	Announcement of selected firm, if any, at Commission Meeting at 10:00 a.m.

VI. Proposal Instructions

Two (2) copies of sealed proposals must be submitted no later than 2:00 p.m. on Wednesday, August 14, 2024. Proposals should be addressed as follows:

U.S. Mail:

Mr. David C. Fisher
PORT OF BEAUMONT NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS
Post Office Drawer 2297
Beaumont, Texas 77704

Courier or hand-delivery:

Mr. David C. Fisher
PORT OF BEAUMONT NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS
1225 Main Street
Beaumont, Texas 77701

Proposals must be submitted in a sealed envelope, clearly marked in the lower left-hand corner with the following information:

SEALED PROPOSAL
Reach Stackers

Proposals submitted via fax or email will NOT be considered.

It is the responsibility of the bidder to ensure that the proposal is received by the Port by the date and the time specified in this RFP.

Late proposals will not be considered.

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the bidder and will not be reimbursed by the Port.

If any bidder contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit a written request for interpretation thereof to David C. Fisher, Port Director, at admin@pobtx.com.

If it becomes necessary to revise any part of this request for bids, a written addendum will be provided to all bidders. The Port is not bound by any oral representation, clarifications, or changes made in the written specifications by the Port's employees, unless such clarification or change is provided to bidders in written addendum from an authorized representative of the Port.

Unless the scope of work is amended by formal addendum, proposals shall be evaluated based on the scope of work outlined in Section III.

Bidders may withdraw their proposals at any time up to the time specified as the closing time for acceptance of bids. However, no bidder shall withdraw or cancel their proposal for a period of sixty (60) days after said closing date for acceptance of proposals nor shall the successful bidder withdraw or cancel or modify their proposal, except at the request of the Port, after having been notified that said proposal has been accepted by the Port.

Bidders must specifically state each specified item that is not included in the bid proposal. It will not be acceptable to simply refer to an enclosed specimen contract. Failure to follow this instruction will be grounds for disqualification.

At a minimum, proposals must include:

- Timeline for anticipated delivery of Reach Stacker No. 1;
- Timeline for anticipated delivery of Reach Stacker No. 2;
- Statement of total price and freight in U.S. dollars for Reach Stacker No. 1;
- Statement of total price and freight in U.S. dollars for Reach Stacker No. 2;
- Statement of warranty and maintenance policies;
- Price list of recommended spare parts for Reach Stacker No. 1 and Reach Stacker No. 2;
- Description of the bidder (corporation, partnership, sole proprietorship, etc.), and a listing of the names of the principals involved.

- Executed **Exhibit A**;
- Executed **Exhibit B**;
- Executed **Exhibit C**;
- Executed **Exhibit D**;
- Executed **Exhibit E**;
- Executed **Exhibit F**.

All bidders involved shall observe and comply with all regulations, laws, ordinances, etc., of local, state, and federal governments as they apply to this bidding process.

All bid proposal forms must be signed by persons who have the legal authority to bind the bidder to the equipment and services that are proposed.

VII. Evaluation and Review of Proposals

Proposals will be carefully evaluated for cost effectiveness and for compliance with BABA and the requirements contained in Section III.

The contract will be awarded on the basis of the price, ability to meet technical specifications and after-sales service capabilities, and taking into consideration the proposed delivery period. No contract will be awarded to a company that is not BABA compliant.

VIII. Non-responsive Proposals

Proposals may be deemed non-responsive and removed from consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP;
- The proposal does not follow the specified format;
- The proposal is submitted by fax or email;

IX. Right To Reject

The Port reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

X. Notification of Award

Upon selection of the most qualified responder and conclusion of final negotiations with the successful bidder, all bidders submitting proposals in response to this RFP will be informed, in writing, of the name of the successful bidder.

XII. Remuneration of Services

The Port is interested in obtaining two (2) new reach stackers on a direct purchase agreement. Bid proposal should detail the specific terms of the direct purchase agreement available for the reach stackers. The Port reserves the right to negotiate payment terms with the successful bidder.

Billing address for invoices due:
Port of Beaumont - Accounts Payable
P.O. Drawer 2297 Beaumont, TX 77704

XIII. Questions

Inquiries concerning this RFP should be directed to admin@pobtx.com.

EXHIBIT A

PROPOSAL SUBMISSION FORMS

Bidder's Acknowledgment Form

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Bidder's agent or representative hereby proposes and agrees to furnish proposed reach stackers in strict compliance with the specification at the prices quoted. The Bidder affirms that, to the best of their knowledge, this bid proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give Bidder an unfair advantage over other bidders in the award of this bid.

Addendum(s) received:

Deadline for Submission: 2 p.m. September 11, 2024

Vendor:
Address:
Phone:
Signature of Bidder:
Position with Company:
Signature of Company Official Authorizing this Bid Proposal:
Position with Company:

EXHIBIT B

BUY AMERICAN CERTIFICATION

Certification requirement for preference for domestic construction material as set forth in 41 U.S.C. §§ 8301-8305

Certificate of Compliance with 41 U.S.C. §§ 8301-8305

The bidder or offeror hereby certifies that it **will meet** the requirements of 41 U.S.C. §§ 8301-8305 and the applicable regulations and any amendments thereto.

Signature _____
Company Name _____
Title _____
Date _____

Certificate of Non-Compliance with 41 U.S.C. §§ 8301-8305

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 41 U.S.C. §§ 8301-8305, but it may qualify for an exception.

Signature _____
Company Name _____
Title _____
Date _____

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).

EXHIBIT C

ADDITIONAL INFORMATION

Respondents shall provide a listing of all current litigation(s), outstanding judgements and liens affecting the Proposer.

Vendor Registration: SAM (System for Award Management).

Vendors doing business with the District are **required** to be registered with The System for Award Management (SAM), with an “active” status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Respondents are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Qualifications Submission.

State Required Affidavits/Certifications

(i) Awarded Firm(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Proposers** (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the District will submit a request to the Awarded Proposer (for a contract under this RFQ) to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Proposer and notarized to the District.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(ii) Senate Bill 252

(iii) House Bill 89

Minority-Women Business Enterprise Participation and Historically Underutilized Businesses

It is the desire of the District to increase the participation of Minority (MBE) and women-owned (WBE) and Historically Underutilized Businesses (HUB) businesses in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

REQUIRED CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

IF APPLICABLE TO THE WORK AND SERVICES BEING PERFORMED BY PROPOSER UNDER THE AGREEMENT BETWEEN PROPOSER AND DISTRICT, THE FOLLOWING PROVISIONS ARE ADOPTED AND FORM PART OF ANY SUCH AGREEMENT (CONTRACTOR IN THE FOLLOWING CLAUSES IS DENOMINATED AS THE PROPOSER OF THE SERVICES):

- a. Damages, 2 CFR §200.326 Appendix II to Part 200 (A)
 - i. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
 - ii. In the event of Contractor's breach of its performance obligations, District shall have all rights and remedies against Contractor as provided by law.
- b. Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)

Termination for Convenience: Whenever the interests of the District so require, District may terminate the parties' Agreement, in whole or in part, for the convenience of the District. District shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by District, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The District may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by District.

- c. Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- i. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR 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, 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. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR

becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

d. Davis Bacon and Copeland “Anti-Kickback” Act, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

- i. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- ii. Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

- i. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
 - ii. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
 - iii. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
- e. Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors

shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
 - iii. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
 - iv. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
- f. Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or

performance of experimental, developmental, or research work under that “funding agreement,” the GOVERNMENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business.”

- g. Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

- h. Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

- i. Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)

- i. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- j. Byrd Anti-Lobbying Amendment, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

- k. Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.
- l. Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- m. Access To Records
 - i. CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives

access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

n. Seal, Logo and Flags

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

o. No Obligation By Federal Government

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

p. Program Fraud and False or Fraudulent Statements or Related Acts

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Vendor Reference

Please list at least three governmental agencies (preferably local government units) where the same or similar products and/or services as contained in this request for qualifications were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR QUALIFICATIONS

REFERENCE ONE	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

REFERENCE TWO	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

REFERENCE THREE	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

**Respondent Must Complete and Return This Page With Offer
Signature Page**

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time qualifications submission and time of award, the undersigned will notify the District. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared these qualifications in collusion with any other respondent, and that the contents of these qualifications as to prices, terms or conditions of said qualifications have not been communicated by the undersigned nor by any employee or agent to any other respondent or to any other person(s) engaged in this type of business prior to the official opening of these qualifications. And further, that neither the respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Firm (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the District adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that these qualifications are made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service: no officer, employee or agent of the District or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2024

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(_____) _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

EXHIBIT D

HOUSE BILL 89 VERIFICATION FORM

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2271.02 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2271.001, 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any 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.

=====

I, (authorized official) _____, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2271 that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

EXHIBIT E

TEXAS GOVERNMENT CODE CHAPTER 2274 AND 2276 VERIFICATION FORM

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- o Texas Government Code, Chapter 2274 - the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

- o Texas Government Code, Chapter 2276 - the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott against firearms entities or firearm trade associations or energy companies and will not do so during the term of the contract. I further certify that I am authorized by the company listed below to make this verification.

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

EXHIBIT F

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.

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).

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.

OFFICE USE ONLY

Date Received

J Name of vendor who has a business relationship with local governmental entity.

O

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

1.1 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, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

8. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

2.1 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds 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 the officer one or more gifts as described in Section 176.003(a)(2)(8), excluding gifts described in Section 176.003(a-1).

2.1

Signature of vendor doing business with the governmental entity

Date

