



**The Woodlands Township Park and Recreation
8203 Millennium Forest Dr.
The Woodlands, TX 77381**

**Invitation for Bid
Parks Fall Surfacing Installation
Contract Number: C-2022-0483**

PURPOSE

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for installation of Engineered Wood Fiber for 80+ community parks (approximately 3,000 cubic yards) at standards and frequencies based on the specifications in the bid documents. The Park Playground Surfacing Installation contract will include services based on the outlined maintenance standards and specifications for a term of 8 months beginning April 17, 2023 and ending December 31, 2023.

Deadline for Written Questions at 5:00 p.m. CST	Monday, February 13, 2023
Bids Due by 1:00 p.m. CST at 8203 Millennium Forest Dr, The Woodlands, TX 77381	Monday, February 20, 2023

Bidder shall **complete every space** in the bidder proposal column with either **signed initials** to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications. Bidder may submit additional information explaining any proposed deviation.

1	GENERAL	Bidders Initials
1.1	The contract for these services, if awarded, shall be for twelve (12) month (April 17, 2023 – December 31, 2023) . Any and all financial obligations of The Woodlands Township under a proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	
1.2	Within (90) days before the expiration of the Initial Term (October 3, 2023), The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the “Renewal Notice”) for an additional period of time. (the “Renewal Term”). If The Woodlands Township delivers the Renewal Notice, the Parties shall within thirty (30) days from the date of receipt of the Renewal Notice, use good faith efforts to negotiate the terms and conditions of the Renewal Term. Any agreed upon Renewal Terms shall be in writing and executed as a Modification of the Agreement. In the event the Parties are unable to agree upon the terms and conditions for the Renewal Term, then the Agreement shall expire upon the expiration of the current Term or otherwise terminate pursuant to the terms of the Agreement. Renewal Terms will be limited to a maximum of two (2), one (1) year renewal periods.	
1.3	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.4	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
1.5	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at www.thewoodlandstownship-tx.gov/bids .	
1.6	Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.7	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.8	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.9	The Contractor’s bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.	
1.10	There will be no public bid opening; however, bid tabulations and related bid documents will be released once the Board of Directors has reviewed and approved them.	

1.11	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	
1.12	It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, offices, terminals, parks, pools, and sports fields are continually growing and the successful contractor must be capable of handling contract additions throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.13	Contractor shall be capable of receiving communication by email, or via phone call/message/app.	
1.14	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Township to Contractor unless agreed upon in advance in writing by the Township.	
1.15	Contractor shall remove all rubbish, waste and discarded material on a daily basis that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.16	Each employee will be identified by a company uniform (shirt, pants, or cap) and vehicles will be clean, and all marked with company name.	
1.17	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
1.18	Equipment must be well maintained and in good condition.	
1.19	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.20	Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Sunday. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with lake/pond, park and/or community activities.	
1.21	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas in and around where the work is taking place.	
1.22	Service can only be requested by authorized personnel who include Township staff having a title of Foreman, Supervisor, Superintendent/Manager, Asst. Director, Director, Chief Operating Officer, or President/Chief Executive Officer.	
1.23	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in handicapped spaces or park reserves.	
1.24	Work Orders (WO) and service requests may be sent to Contractor multiple times a week via email, these emails or WO's should be acknowledged upon receipt. Work shall be addressed at the latest during the next regularly scheduled service visit.	
1.25	Any measurements contained herein should only be used as an estimate. Contractor is responsible for accurate measurement of all items. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.	
1.26	Contractor is responsible for obtaining such supplies, materials and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	
1.27	Service locations are public and extremely sensitive to disruption. Contractor must ensure the general public and user's safety when performing services in and around all locations.	
1.28	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	

1.29	All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.	
1.30	Contractors must include a detailed EQUIPMENT LIST necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.	
1.31	Contractor is responsible for damage to persons and property caused during the performance of contracted work.	
1.32	The Contractor will be held responsible for any damages to trees, plants, shrubs, fences, walls, brick, pavers, glass, etc. that is caused by the Contractors errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Values will be based on The Township's assessment and/or appraisal in accordance with the Council of Tree and Landscape Appraisers or other mutually agreeable source.	
1.33	If through inspection and verification, in The Woodlands Township opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the Contractor.	
1.34	**In the event the contractor fails to accomplish any task under this scope of work, The Woodlands Township will provide reasonable notice to take corrective action. If the Contractor does not perform the service, The Woodlands Township may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Supplemental Unit Prices	
2	LAWS, REGULATIONS, AND INSURANCE	Bidders Initials
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to The Township copies of said licenses CPSI (Certified Playground Safety Inspector), permits prior to the commencement of any work hereunder.	
2.5	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
2.6	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
2.7	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	

3	INSTRUCTIONS	Bidders Initials
3.2	Contractors should visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations.	
3.3	INTERPRETATIONS AND ADDENDA- All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Jared Davis, Parks Superintendent at jdavis@thewoodlandstowship-tx.gov . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. All questions are to be received no later than Monday, February 13, 2023, at 5:00 p.m. CST . Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website http://www.thewoodlandstowship-tx.gov/bids	
3.4	Sealed bids , addressed to The Woodlands Township, 8203 Millennium Forest Drive, The Woodlands, Texas 77381, Attention: Jared Davis, Park Superintendent, must be received at the above address no later than Monday, February 20, 2023 at 1:00 p.m. CST for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide The Woodlands Township based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package.	
3.5	Each sealed envelope containing the bid(s) must be clearly marked on the outside BID for Parks Fall Surfacing Installation Contract Number: C-2022-0483 and the envelope should bear on the outside the name of the bidder and company their address.	
3.6	All companies bidding on this project must include the information outlined in the ITEMS TO BE INCLUDED IN BID SUBMITTAL such as bid checklist, bid bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.	
3.7	All Bids must be made on the required BID TABULATION FORM. All blanks spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.	
3.8	Bidder is required to submit three (3) references of previous projects of similar or like nature size/value.	
3.9	Bid Bond -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of <u>\$5,000.00</u> , payable to The Woodlands Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.	
3.10	Performance Bond -Contractor is required to provide The Woodlands Township a performance bond in the full amount of the contract(s) first year's value prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost (s). See attached for sample of Performance Bond. The performance bond must be obtained each year of the contract and will be due no later than December 31 for the next contract year.	
4	INVOICING AND PAYMENT	Bidders Initials
4.1	Unit prices shall remain in effect for the length of this agreement (April 17, 2023 – December 31, 2023)	
4.2	Evaluation of bid accounts for the following considerations: price, references, familiarization with The Woodlands, etc.	
4.3	THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.	
4.4	Unit price shall be inclusive of all charges (staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).	

4.5	<p>Monthly invoices from the selected vendor must be submitted containing at least the following information:</p> <ul style="list-style-type: none"> • Day, Week, or Month of Service • Description of Unit Price • Yards of Fall Surfacing Material added • Name of Park Serviced • Total Cost <p><u>No payment will be made without backup documentation</u></p>	
4.6	Added services- Contractor shall submit to the Township invoices upon completion of any Work Order sent by The Woodlands Township staff no later than thirty (30) days after completion of the work.	
4.7	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice, and the Contractor is not in default under the provisions of this contract.	
4.8	Contract payment will be on a weekly basis, based on a detailed invoice provided to The Township from the selected Contractor. The billing of services is on a per unit price which are submitted as a total yard's price.	
4.9	Monthly Statements – Contractor should provide a Monthly Statement of outstanding/pending invoices. Monthly Statement shall be sent on the 1 st day of each Month.	
	GENERAL SPECIFICATIONS	Bidders Initials
5.1	Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) for each location. This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations. Contractor shall submit daily work schedule that outlines work completed the previous day and to be done that day. Contractor must notify in written form (e-mail, etc.) in the event that they are not able to adhere to the established schedule during any particular week. The Township will provide a format to be used however due to the constant high demand of question from the community on service dates in their areas The Township encourages the contractor to seek out industry tested workflow management systems that would address service completions.	
5.2	Any variations to the schedule may arise due to the following issues: <ul style="list-style-type: none"> a. Inclement weather conditions; b. Emergencies as designated by The Township; c. Maintenance activities/noise may cause disruption. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify The Township. The Contractor will be required to resume work as soon as possible in accordance with the schedule and contract specifications. 	
5.3	Contractor will be provided various schedules maintained by The Woodlands Township such as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.	
5.4	<p>Please refer to the following Exhibits for more information on the properties located within this scope of services</p> <ul style="list-style-type: none"> a. Exhibit K – List of Parks with Playgrounds and their addresses 	
	INSPECTION AND REPORTS	
6.1	The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a CPSI certified inspector to ensure proper levels of fall surfacing. Inspection procedures:	
6.2	Daily Report- Daily reports (email and/or phone) are provided to the Township when the Contractor becomes aware of any issues on site or identifies any separate or additional needs to the project. The primary point of contact for daily reports is the Parks Superintendent or Parks Supervisor.	
6.3	Additional reports are required to be made by the Contractor as conditions warrant.	

6.4	The contractor must be able to respond and communicate via electronic mail daily.	
6.5	No live tree removal (including understory and shrubs in the existing landscape or the surrounding “natural” area) shall take place without the permission (written or oral) of the Township.	
6.6	Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.	
FALL SURFACING (E.W.F.) SPECIFICATIONS		
7.1	The Township believes that following the installation and maintenance standards below will result in greater accessibility and compliance with ADA requirements for Engineered Wood Fiber (E.W.F.) accessible surfacing under and around playground equipment. EWF accessible surfacing should meet the ASTM F-series standards. A copy of the E.W.F. manufacturer's surface testing report shall be submitted by the awarded bidder to confirm that the product meets the performance requirements of ASTM and IPEMA standards.	
7.2	Engineered Wood Fiber specifications should consist of, but are not limited to <ul style="list-style-type: none"> a. Consumer Products Safety Commission recommended b. Meets American Disabilities Act requirements c. Passes head impact attenuation test ASTM-F1292 d. Passes wheelchair accessibility test ASTM-F1951 e. Passes Sieve Analysis, Tramp Metal, and Heavy Metal Test ASTM-F2075 f. International Play Equipment Manufacturers Associations (IPEMA) certified g. 12 inches of EWF mulch is IPEMA rated for 12 feet of fall height 	
7.3	E.W.F. shall be installed by blower trucks having the capability to blow in E.W.F material to a maximum distance, usually 500 feet, without loss of pressure or hindering truck/machine performance therefore delaying completion of the installation. In the scenario a blower truck cannot complete the job or is not suitable for the needs of the job the contractor would need to notify Township staff. The contractor shall provide a per yard additional service price for installation of E.W.F. materials by standard of manual labor. This method generally requires a minimum of a four-person crew along with the necessary equipment to individually install E.W.F. without the use of a blower truck (wheelbarrows & rakes).	
7.4	During the installation of the E.W.F. the contractor shall rake and smooth the material making sure it is to a uniform thickness across the surface of the playground also including when the material adjoins a playground structure. If the playground equipment specifies a certain height to meet safety specification, then the contractor shall adhere to this notice and ensure E.W.F. is at the correct height on the playground. Otherwise, if not stated the contractor shall follow the recommended depth of 12 inches per industry standard. If the Township has not dedicated enough fall surfacing material to be installed at a particular playground, then the contractor shall notify Township staff in writing that additional E.W.F. is needed.	
7.5	The work site or playground shall be neat and clean upon completion of the E.W.F. installation. Contractor shall clean up any E.W.F. that lies outside of the playground border and place it inside the playground border at a consistent grade with the previously installed E.W.F. (No piles). If any E.W.F. gets entangled with the grass or soil surrounding a playground the contractor shall take action to remedy the grounds and return them to their natural state not leaving any fall surfacing on the ground that could potentially cause damage to mowing equipment or be ejected by mowing equipment. The contractor shall return to any site free of charge for any remediation that does not meet standards.	
7.6	During installation of the E.W.F. if the contractor or their staff recognizes any foreign objects that do not meet safety standards, they are to remove them upon sight.	
7.7	During the installation of the fall surfacing the contractor could quite frequently encounter park users. The utmost respect should be given regarding civilian safety while work is taking place onsite. If the contractor encounters any individuals that are not willing to depart the work zone the contractor shall notify Township staff immediately to help remedy the situation. Contractor shall include temporary signage at each work site where E.W.F. installation is taking place to notify the public of work.	

	ADDITIONAL SERVICES	
8.1	This work is to be completed in addition to the contract at the discretion of The Woodlands Township, on an as needed basis, based on The Supplemental Unit Cost Form.	
8.2	Mulch - Contractor will provide a <u>per yard</u> price (with installation) to install non-colored hardwood mulch at rate of 3" depth where specified	
8.3	Playground Fall Surfacing Manual Installation - Contractor will provide a <u>per yard</u> price (with installation) to provide ASTM F2075 - 10a Compliant Engineered Wood Fiber.	
8.4	Pine Straw – Contractor will provide a <u>per bale</u> price (with installation) to install pine straw mulch at a depth of no less than 3" where specified	
8.5	Skid Steer or Compact Track Loader – Contractor will provide a <u>per hour</u> price (with operator) for the use of this machine with necessary attachments included	
8.6	Powered wheelbarrow - Contractor will provide a <u>per hour</u> price (with operator) for the use of this machine with necessary attachments included	
8.7	2-person crew rate – the provision of a 2-person crew to complete tasks on a <u>per hour</u> basis which is inclusive of the truck, equipment, and tools.	
8.8	3-person crew rate – the provision of a 3-person crew to complete tasks on a <u>per hour</u> basis which is inclusive of the truck, equipment, and tools.	
8.9	4-person crew rate - the provision of a 4-person crew to complete tasks on a <u>per hour</u> basis which is inclusive of the truck, equipment, and tools.	
8.10	Playground Drainage Repairs – Contractor will provide a <u>per hour</u> price for the repair of underground playground drainage systems. Cost includes labor of up to a 4-person crew inclusive of the truck, equipment, and tools.	

END OF SPECIFICATIONS

Exhibit A - Bid Tabulation

	<u>Installation Cost</u>
Engineered Wood Fiber (per cubic yard)	
Engineered Wood Fiber (per 60 cubic yards)	
Engineered Wood Fiber (per 70 cubic yards)	
Engineered Wood Fiber (per 80 cubic yards)	
Engineered Wood Fiber (per 90 cubic yards)	

Performance Bond	
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Supplemental Additional Services Bid Tabulation

a.	Mulch installed	\$_____/yard
b.	Playground Fall Surfacing (EWF) Manual Installation	\$_____/yard
c.	Pine Straw mulch installed	\$_____/bale
d.	Skid Steer or Compact Track Loader w/operator	\$_____/hour
e.	Powered wheelbarrow w/ operator	\$_____/hour
f.	2-person crew labor rate	\$_____/hour
g.	3-person crew labor rate	\$_____/hour
h.	4-person crew labor rate	\$_____/hour
i.	Playground Drainage Repairs	\$_____/hour
j.	Drainage Materials Markup (cost-plus)	%_____

Exhibit B - Bid Certification

I, _____, certify that this bid, including the listed unit price in the bid tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to honor the unit prices as submitted throughout the term of the **2023 Parks Fall Surfacing Installation**

Contract Numbers: C-2022-0483

and abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Date

Signature

Name (please print)

Title

Company Name

Address

Phone Number

E-mail address

Cell Phone Number

Exhibit C - Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <http://www.thewoodlandstowship-tx.gov/bids>.

Addenda #1 _____ Date Received _____/_____/2023
MM DD

Addenda #2 _____ Date Received _____/_____/2023
MM DD

Addenda #3 _____ Date Received _____/_____/2023
MM DD

Exhibit D - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 2px;">OFFICE USE ONLY</div> <div style="padding: 5px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> 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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 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. </div> <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. 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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> 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)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <hr style="width: 100%;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 100%;"/> Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Exhibit E -References

Please provide information from three (3) references of similar work scope, representing experience within the past five (5) years:

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

Exhibit F –Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - _____
2. Permanent main office address - _____
3. If a corporation, where incorporated - _____
4. How many years have you been engaged in the fall surfacing service business? Under what firm or trade names and how long under each?

5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):

6. Are you licensed as Contractor in the State of Texas?
Yes____ No____ If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm - _____

8. Has your firm ever failed to complete any work awarded to you?
Yes____ No____ If "Yes", where and why?

9. Has your firm ever defaulted on a contract?
Yes____ No____ If "Yes", where and why?

10. List 5 projects of similar size and scope:

	Firm	Name	Contract	Value	Contact Information
1.					
2.					
3.					
4.					
5.					

11. Are any lawsuits pending against you or your firm at this time?

Yes___ No___ If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes___ No___ If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT _____ on this _____ day of _____ 20__.

(SEAL)

(Name of Bidder)

By _____

(Signature)

Title _____

Exhibit G – Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

Subcontractor's Type of Work

If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from The Woodlands Township.

Exhibit H - Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - (1) XCU Coverage,
 - (2) Contractual Liability Coverage,
 - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or subcontractors.
- d. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. The Woodlands Township accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (2). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
 - (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.

- (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Exhibit I -Bid Bond SAMPLE

BID BOND – SAMPLE - (Bid Bond Required with Bid Submittal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto The Woodlands Township as Oblige in 2% of Principal's Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above-named Principal submitted a bid for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute The Township-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal's Bid, or fail to execute The Township-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL

By: _____
(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Exhibit J – PERFORMANCE/PAYMENT BOND (SAMPLE)

_____, as principal, hereinafter call the CONTRACTOR, and _____, as surety, with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Texas, are hereby bound unto The Woodlands Township, as obligee, in the sum of 100% of the value of the Contract amount in United States currency, for the payment of which sum the CONTRACTOR and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the CONTRACTOR has entered into a written contract with the Township dated April 17, 2023, Parks Fall Surfacing Installation in accordance with plans and specifications referenced in Contract C-2022-0483

NOW THEREFORE, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactorily perform the Contract for the eight (8) months, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond.

In addition, if the CONTRACTOR or his subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such CONTRACTOR or his subcontractor is performance of the Contract or shall fail to duly pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the same in an amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract to be performed thereunder or of the specifications of the contract documents shall in any way affect its obligations on this bond and the surety does hereby waive notice of any such extension of time, change, addition, or modifications.

EXECUTED on this _____ day of _____, 2023

BY: _____
(Contractor)

ATTEST:

BY: _____ By: _____
(President) (Surety Company)

By: _____ By: _____
(Secretary) (Attorney-in-Fact)

Exhibit K – Supporting Documents

PARK NAME	ADDRESS	Bidders Initials
ACACIA PARK	147 ACACIA PARK DR	
ALDEN BRIDGE PARK	7725 ALDEN BRIDGE DR	
ALDEN PLACE PARK	10 ALDEN GLEN DR	
ALDEN TRACE PARK	219 W GREYWING CIR	
ALDEN WOODS PARK	5300 ALDEN WOODS DR	
ARTIST GROVE PARK	115 CEZANNE WOODS DR	
AVALON PARK	8585 GROGAN'S MILL RD	
BANTAM WOODS PARK	130 E BECKONVALE CIR	
BEAR BRANCH PARK	5200 RESEARCH FOREST DR	
BEAR BRANCH SPORTSFIELDS	5205 RESEARCH FOREST DR	
BETHANY BEND PARK	19 S BETHANY BEND CIR	
BLACK KNIGHT PARK	17 W MONTEAGLE CIR	
BLUFF CREEK PARK	1 BLUFF CREEK PL	
BONNY BRANCH PARK	1 BONNY BRANCH ST	
CAPSTONE PARK	155 CAPSTONE CIR	
CATTAIL PARK	9323 COCHRAN'S CROSSING DR	
CHANDLER CREEK PARK	11 SCENTED PATH LN	
CLOVER PARK AND POND	187 / 207 N MILL TRACE DR	
COCHRAN'S BEND PARK	2 MISTY HAVEN PL	
COCHRAN'S GREEN PARK	8 EDGEMIRE PL	
COPPER SAGE PARK	75 S GOLDEN ARROW CIR	
COTTAGE GREEN PARK	1 W COTTAGE GREEN ST	
CRAFTWOOD PARK	154 BRYCE BRANCH CIR	
CRANEBROOK PARK	11800 CRANEBROOK DR	
CREEKWOOD PARK	3383 S PANTHER CREEK DR	
CROSSVINE PARK	2709 CROSSVINE CIR	
EVANGELINE OAKS PARK	48 N EVANGELINE OAKS CIR	
FALCONWING PARK	10777 FALCONWING DR	
FORESTGATE PARK	7505 S FORESTGATE DR	
GOLDEN SAGE PARK	1 SYLVAN FOREST DR	
GOSLING SPORTSFIELDS	4055 MARSICO PL	
GRANITE RIDGE PARK	7500 WINDVALE CIR	
GROGAN'S POINT PARK	180 GROGAN'S POINT RD	
HARPER'S LANDING PARK	2 BLAIR BRIDGE DR	
HAYDEN'S RUN PARK	220 WISTERIA WALK CIR	
HAZELCREST PARK	254 HAZELCREST DR	
HIGH OAKS PARK	13100 SAWMILL RD	
HOLLYLAUREL PARK	7100 KENDALL GREEN DR	
HULLWOOD POND PARK	100 ½ W HULLWOOD DR	
JAGGED RIDGE PARK	201 NEW HARMONY TR	
LAKESIDE PARK	5001 W ALDEN BRIDGE DR	
LARKWOOD PARK	191 W BRISTOL OAK CIR	
LEHIGH SPRINGS PARK	1 LEHIGH SPRINGS DR	
LOGGERS HOLLOW PARK	1901 S MILLBEND DR	
MAPLE GLADE PARK	165 MAPLE GLADE PL	
MAPLEWOOD PARK	15 SUNBIRD CT	
MAY VALLEY PARK	11598 MAY VALLEY CIR	

MEADOWLAKE PARK	9501 N PANTHER CREEK DR
MISTY DAWN PARK	174 W DRIFTING SHADOWS CIR
MONTFAIR PARK	33 ¼ MONTFAIR PARK CIR
MYSTIC FOREST PARK	10 E AMBERGLOW CIR
MYSTIC LAKE PARK	5100 RESEARCH FOREST DR
NORTHSHORE PARK	2505 LAKE WOODLANDS DR
NORTHWAY PARK	1 VERANDA RIDGE DR
OLD STERLING PARK	90 E OLD STERLING CIR
PACHYDERM PARK	6370 COCHRAN'S CROSSING DR
PEPPERDALE PARK	17 N PENTENWELL CIR
PIPERS' GREEN PARK	2 E PIPERS' GREEN ST
PLEASANT HILL PARK	7300 KENDALL GREEN DR
PONDERA PARK	9090 CREEKSIDE FOREST DR
RAINPRINT PARK	3 E BIGELOW OAK CT
RIDGEWOOD PARK	4192 INTERFAITH WAY
ROB FLEMING AQUATIC CENTER	6535 CREEKSIDE FOREST DR
ROB FLEMING PARK	6055 CREEKSIDE FOREST DR
ROB FLEMING REC CENTER	6464 CREEKSIDE FOREST DR.
ROCKWELL SQUARE PARK	243 ROCKWELL PARK BLVD
RUSH HAVEN PARK	5050 RUSH HAVEN DR
SAWMILL PARK	2200 MILLPARK DR
SHADOWBEND PARK	4192 LAKE WOODLANDS DR
SLATESTONE PARK	169 W SLATESTONE CIR
SMOOTH STREAM PARK	12 SMOOTH STREAM DR.
SPINCASTER PARK	71 ½ VALERA RIDGE DR
SPINNING WHEEL PARK	1 W ARCHWYK CIR
SPRING HILL PARK	267 BRISTOL BEND CIR
STAR RIDGE PARK	1 FRONTERA CIR
SUMMER STORM PARK	102 W SUMMER STORM CIR
SUNDANCE PARK	3700 W ALDEN BRIDGE DR
SUNSET SPRINGS PARK	35 S DREAMWEAVER CIR
TALLOWBERRY PARK	27 TALLOWBERRY DR
TAMARAC PARK	1300 N MILLBEND DR
TAPESTRY PARK	31 E TAPESTRY PARK CIR
TERRAMONT PARK	8500 TERRAMONT DR
THE COVE PARK	31 LEEWARD COVE DR
TIMARRON PARK	540 N GREENPRINT CIR
TRACE CREEK PARK	158 E WILDE YAUPON
TUPELO PARK	240 W TUPELO GREEN CIR

Exhibit L -Bid Submission Checklist

Only items marked with YES are applicable to this bid

If additional information is needed, please contact the project coordinator identified in this document

Vendor must initial each required task as it is completed.

Vendor must include this form as the cover page to the bid submittal.

Vendor Name:					
Individual submitting:					
Contract Number					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
YES	General Specifications and Acknowledgement		YES	References	
YES	Bid Tabulation Form		YES	Notarized Statement of Bidders Qualifications	
YES	Bid Certification		YES	Bid Bond-\$5,000.00	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
YES	Staffing and Operations Plan		YES	Signed Conflict of Interest Questionnaire (CIQ)	
YES	Equipment List		YES	Supporting Documents	
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required		Acknowledged	Required		Acknowledged
YES	Form 1295 – “Certificate of Interested Parties”		NO	Payment Bond This applies to bids that exceed \$25,000	
YES	Performance Bond Requirements. This applies to bids that exceed \$25,000		YES	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
YES	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

It is the vendors responsibility to be thoroughly familiar with all bid requirements and specifications

Staff Initial _____	Staff Initial _____
Date & Time _____	Date & Time _____