



The Woodlands Township

**Invitation for Bid
Gate Automation & Maintenance for Township Transit Facilities
Contract #: C-2023-0192**

SCOPE: The Woodlands Township is requesting bids for the installation of automatic gate controllers and gate installations at Transportation facilities in The Woodlands, TX. Project also includes an optional, three (3) year service agreement for the maintenance of the automated gates and facility fence repairs if services can be provided by bidder. Project includes all materials, labor, and fees to complete installation of automatic gate controllers and gate installation as the project as outlined in the plan. Bid will be awarded as a single, complete project.

Pre-Bid Meeting at 1:00 p.m. CDT 2801 Technology Forest Blvd, The Woodlands, TX 77381	July 19th, 2023
Deadline for Written Questions at 5:00 p.m. CDT	August 4th, 2023
Bids Due by 2:00 p.m. CDT at 2801 Technology Forest Blvd, The Woodlands, TX 77381	August 18th, 2023

Standards and Specifications

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	INSTRUCTIONS	Bidders Initials
1.1	<p>A mandatory pre-bid meeting will be held:</p> <p>July 19th, 2023 at 1:00 p.m. CDT</p> <p>The Woodlands Township Townhall 2801 Technology Forest Blvd. The Woodlands, TX 77381.</p>	
1.2	<p>All email correspondence should be referenced “C-2023-0192 - Gate Automation & Maintenance for Township Transit Facilities” in the subject line.</p>	
1.3	<p>INTERPRETATIONS AND ADDENDA- All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Ruthanne Haut, at rhaut@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 August 4th, 2023 at 5:00 p.m. CDT. Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website http://www.thewoodlandstowship-tx.gov/bids</p>	
1.4	<p>Sealed bids, addressed to The Woodlands Township, 2801 Technology Forest Drive, The Woodlands, Texas 77381, Attention: Ruthanne Haut, must be received at the above address no later than August 18th, 2023 at 2:00 p.m. CDT for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary based on the bid documents in The Woodlands Township, Montgomery County, Texas. Bids shall be submitted in duplicate, in sealed envelopes using the blank Proposal forms furnished with this bid package. Electronic bids may be accepted, however, such method does not ensure receipt. Late submittals will be rejected without consideration.</p>	
1.5	<p>Each sealed envelope containing the bid(s) must be clearly marked on the outside “BID for Gate Automation & Maintenance for Township Transit Facilities – C-2023-0192” and the envelope should bear on the outside the name of the bidder and company address.</p>	
1.6	<p>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, references, license requirements, insurance requirements, and other items requested in this bid document.</p>	
1.7	<p>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. Bidder shall <u>complete every space</u> in the bidder’s initials column with either the bidder’s initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.</p>	
1.8	<p>References - Bidder is required to submit three (3) references with addresses and contact information of previous projects of similar or like nature that the vendor has provided to</p>	

	similar clients within the past two (2) years.	
1.9	FTA Clauses - Contractor must review, acknowledge, and abide by the rules and regulations set forth by the FTA. Applicable regulations and certifications are listed in Exhibit G.	
1.10	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 2% of the value of the bid, 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.	
1.11	Performance/Payment Bond -Contractor is required to provide The Woodlands Township a performance/payment bond in the full amount of the contract 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.	
1.12	All companies bidding on this project must include the information outlined in the BID SUBMISSION CHECKLIST , Exhibit K, such as bid bond, statement of qualifications, list of subcontractors, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.	
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 Conflict of Interest Questionnaire (Exhibit C).	
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, permits prior to the commencement of any work hereunder.	
2.5	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.	
2.6	This project has been funded in part utilizing federal funding through the Federal Transit Administration (FTA).	
2.7	There is a not a DBE contract goal on this project. Bids will not be evaluated on their DBE participation percentage. More information regarding DBE, see Exhibit H.	
3	GENERAL STANDARDS & SPECIFICATIONS	Bidders Initials
3.1	The Township considers project scope to be one complete project and will award one bidder. It will not be divided into multiple subprojects for award. While complete bids are preferable and will be rated more favorably, bids will be accepted for gate automation installation only with no offer of ongoing maintenance or fence repairs bid included. If the bidder cannot or chooses not to provide ongoing maintenance or fence repairs, the bid for	

	gate automation will still be considered valid and acceptable and will be evaluated.	
3.2	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, the Township or the government of the United States of America per Federal Transportation Administration (FTA) regulations 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.	
3.3	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.	
3.4	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.	
3.5	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.	
3.6	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.)	
3.7	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation. 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.	
3.8	There will be no public opening of sealed bids; however, bid tabulations and related bid documents containing non-proprietary information will be released once the Board of Directors has reviewed and approved.	
3.9	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	
3.10	The prospective Contractor shall be familiar with the work site, the existing conditions, and the amount and kind of work to be performed and will include a site survey certification of proof. No additional compensation shall be made by reason of any misunderstanding or error regarding the conditions at the work site or the amount and kind of work to be performed. Submission of bid shall be evidence that the Contractor understands and undertakes to comply with these requirements if awarded the contract.	

3.11	Bid prices shall be firm 120 days from bid opening.	
3.12	Evaluation of bid considers the following considerations: price, quality, and vendor's experience.	
3.13	<p>The following exhibits are within this document:</p> <p>Exhibit A - Scope of Work and Specifications</p> <p>Exhibit B - Site Survey Certification</p> <p>Exhibit C - Conflict of Interest Questionnaire</p> <p>Exhibit D - References</p> <p>Exhibit E - Statement of Qualifications</p> <p>Exhibit F - Subcontractors</p> <p>Exhibit G - Insurance Requirements</p> <p>Exhibit H - Federally Required Contract Clauses</p> <p>Exhibit I - Bidder Pre-Award Certifications</p> <p>Exhibit J - Bid Bond Sample</p> <p>Exhibit K - Bid Submission Checklist</p>	

General Specifications and Acknowledgment

Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
4.1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
4.2	Contractors are required to visit the site to have an understanding the project, including access and egress. A site visitation form must be signed and included with the bid submission (Exhibit A).	
4.3	Any mention of any brand name in this procurement is to describe characteristics of the product. The Township will allow for equivalent equals. Please note the proposed product to be used in the Bid Tabulation Form.	
	Working in The Woodlands	
4.4	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty The Woodlands Township expects contractor cooperation. 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 designated areas assigned by the Project Manager.	
	General Specifications	
4.5	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. Work shall not be permitted on Sundays. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	
4.6	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	
4.7	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
4.8	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.	
4.9	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	
4.10	Equipment must be well maintained and in good condition.	
	Contractor's Responsibility	
4.11	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction.	

4.12	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	
4.13	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within the project boundaries.	
4.14	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
4.15	Contractor is responsible for the legal disposal and cost of debris removal.	
4.16	The Contractor shall coordinate use of premises under direction of the Township's representative or Township designee. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on job site.	
4.17	Contractor shall verify all field conditions with The Woodlands Township.	
4.18	All construction management and administration shall be included.	
4.19	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during construction.	
4.20	Contractor shall provide all labor, materials, equipment, and supervision necessary for Gate Automation and gate installation at each location specified in attached mapped documentation, labeled as follows: A. Trolley Operation Facility B. Sawdust Park & Ride C. Research Park & Ride D. Sterling Ridge Park & Ride	
4.21	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
Insurance and Taxes		
4.22	THIS IS A TAX-EXEMPT CONTRACT. No taxes shall be included in the bid price since The Woodlands Township is exempt from all sales tax. The Woodlands Township will provide selected vendor applicable proof of sales tax exemption who may then issue a resale certificate to suppliers and subcontractors.	
4.23	Contractor shall provide The Woodlands Township proper and verifiable certificate of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	
Communication		
4.24	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in daily contact (email and phone) and weekly meetings with appointed project manager for The Woodlands Township. Additional meetings may be required between contractors selected regarding project related issues.	
Bonds		
4.25	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to the Township, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	

4.26	Contractor is required to provide The Woodlands Township a payment bond in the full amount of the contract 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).	
Sub-contractors		
4.27	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	
Compliance with Laws		
4.28	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	
4.29	Contractor shall furnish to The Township copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
4.30	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	
4.31	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by the Woodlands Township and can be found on the Woodlands Township website at http://www.thewoodlandstownship-tx.gov/bids.aspx .	
4.32	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.	
4.33	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.	
4.34	In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. The selected contractor must fill out the Form 1295 at the time of award at the following link: https://www.ethics.state.tx.us/filinginfo/1295/	
Payment		
4.35	Partial payment will be paid by The Woodlands Township within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor, less ten percent (10%) of the amount thereof, which shall be retained until final payment.	
Qualifications		
4.36	Contractor shall provide at least three (3) references that received similar services. The Woodlands Township reserves the right to contact any of the organizations or individuals listed. Information provided shall include: <ul style="list-style-type: none"> • Client name 	

	<ul style="list-style-type: none"> • Project description • Project start and end dates • Client project manager name, telephone number and e-mail address 	
4.37	Quality Assurance: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
4.38	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 3 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of The Woodlands Township.	
4.39	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
	Warranty	
4.40	Contractor to provide standard manufacturer's installation warranty on materials for gate automation infrastructure materials.	
4.41	Include expected life cycle of the proposed materials with submittal.	
	Approvals	
4.42	An award of contract is subject to The Woodlands Township Board of Directors approval.	
	Value Engineering	
4.43	If necessary at the request of the Township, selected contractor will coordinate with the Township a value engineering exercise to maintain probable cost within the established budget to insure project durability and quality.	
	Project Timeline	
4.44	Award of Bid – Estimated: September 1 st , 2023 Contract Execution – Estimated: October 1 st , 2023 Construction Completion – Estimated: November 2023	

**Gate Automation & Maintenance for Township Transit Facilities
BID TABULATION FORM**

BID PROPOSAL

Date: July 2023

Bid of _____
(Legal Name of Bidder – Company)

- [] an individual proprietorship
- [] a corporation organized and existing under the laws of _____
- [] a partnership consisting of _____

- [] a joint venture
- [] other _____

FOR:

**Gate Automation & Maintenance for Township Transit Facilities
THE WOODLANDS TOWNSHIP
MONTGOMERY COUNTY, TEXAS**

TO:

**The Woodlands Township
2800 Technology Forest Blvd
The Woodlands, TX 77381**

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the installation of automatic gate controllers and access gates, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
----------	------------------	------	----------	------------	--------------

Section 1:

1.	Payment & Performance Bonds	EA	1	\$ _____	\$ _____
2.	Mobilization	EA	1	\$ _____	\$ _____

Section 2: - 700 Westridge Dr. Spring, Texas 77380 - Trolley Operations Facility Gates

1.	Install 8'H 8-gauge black vinyl coated chain link cantilever slide gate with rollers & new guidepost for 25' opening	EA	1	\$ _____	\$ _____
2.	Install 4'L X 8H 8 gauge vinyl coated chain link fabric where damaged from previous tree growth	EA	1	\$ _____	\$ _____
3.	Install Allomatic SL-100DCFP (Or Equivalent Equal) gate operator with solar power provided w/ 7-Day timer to be programmed for open and close timeframes	EA	1	\$ _____	\$ _____
4.	Install exit and safety loops at each gate	EA	1	\$ _____	\$ _____
5.	Install 911 Emergency release at each gate	EA	1	\$ _____	\$ _____
6.	Install pedestal keypad at automatic gate entrance	EA	1	\$ _____	\$ _____
7.	Install additional housing for extended battery storage	EA	1	\$ _____	\$ _____
8.	Install additional housing for 2 EA 35 AMP/Hr Gel Batteries for solar energy storage	EA	1	\$ _____	\$ _____
9.					

Section 3: - 701 Westridge Dr Spring Texas 77380 - Sawdust Park & Ride

1.	Gate 4A/4B – Install new 8'H 8-Gauge black vinyl coated chain link cantilever slide gate with rollers and guidepost for 36' opening	EA	1	\$ _____	\$ _____
----	---	----	---	----------	----------

2.	Gate 1A/1B – Install new 8H 8-gauge black vinyl coated chain link cantilever slide gate with roller and guidepost for 36' opening	EA	1	\$ _____	\$ _____
3.	Install Allomatic SL-150 DCFP (Or Equivalent Equal) gate operator with solar power provided w/ 7-Day timer to be programmed for open and close timeframes @ Gates 1 & 4	EA	2	\$ _____	\$ _____
4.	Install exit and safety loops at each gate	EA	2	\$ _____	\$ _____
5.	Install 911 Emergency release at each gate	EA	2	\$ _____	\$ _____

Section 4: 8001 McBeth Way, The Woodlands, Texas 77382 – Sterling Ridge Park & Ride

1.	Gate 4A/4B – Install new 8'H 8-Gauge black vinyl coated chain link cantilever slide gate with rollers and guidepost for 30' opening	EA	1	\$ _____	\$ _____
2.	Gate 1A/1B – – Install new 8'H 8-Gauge black vinyl coated chain link cantilever slide gate with rollers and guidepost for 36' opening	EA	1	\$ _____	\$ _____
3.	Install to manufacturer standards Allomatic SL-150DCFP (Or Equivalent Equal) gate operator with solar power provided w/ 7-Day timer to be programmed for open and close timeframes	EA	2	\$ _____	\$ _____
4.	Install exit and safety loops at each gate	EA	2	\$ _____	\$ _____
5.	Install 911 Emergency release at each gate	EA	2	\$ _____	\$ _____

Section 5: 3900 Marisco Pl, The Woodlands TX 77380 - Research Forest Park & Ride

1.	Gate 1A/1B – Install new 8'H 8-Gauge black vinyl coated chain link cantilever slide gate with rollers and guidepost for 36' opening	EA	1	\$ _____	\$ _____
2.	Install to manufacturer standards Allomatic SL-150 (Or Equivalent Equal) gate operator with solar power provided w/ 7-Day timer to be programmed for open and close	EA	1	\$ _____	\$ _____

	timeframes				
3.	Install exit and safety loops at each gate	EA	1	\$_____	\$_____
4.	Install 911 Emergency release at each gate	EA	1	\$_____	\$_____
5.	Adjust opening to prevent gate overhang into adjacent property	EA	1	\$_____	\$_____

Section 6: Warranty & Service of Transportation Gates and Fencing (Optional but Preferred)

1.	General Fence Fabric Repair	LF	1	\$_____	\$_____
2.	Pole Rehabilitation / Replacement	EA	1	\$_____	\$_____
3.	Labor Rate Under Warranty: Gate Controller	EA	1	\$_____	\$_____
4.	Labor Rate Without Warranty Fence Repair	EA	1	\$_____	\$_____
5.	Same Day Unscheduled Emergency Repair (If Applicable)	EA	1	\$_____	\$_____
6.	Scheduled Emergency Repair	EA	1	\$_____	\$_____
7.	Monthly Preventative Maintenance Inspection Check	EA	1	\$_____	\$_____

PROPOSAL BIDDING SUMMATION

SUBTOTAL SECTION 1 ITEMS	\$ _____
SUBTOTAL SECTION 2 ITEMS	\$ _____
SUBTOTAL SECTION 3 ITEMS	\$ _____
SUBTOTAL SECTION 4 ITEMS	\$ _____
SUBTOTAL SECTION 5 ITEMS	\$ _____
 TOTAL AMOUNT BID	 \$ _____

FOR PROJECTS W/ BID SECURITY

[It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Certified or Cashier's Check, OR Bid Bond, as provided in the Contract Documents.]

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within **30** calendar days after the date of the written Notice to Proceed and to complete the project within **45** calendar days after the date of the written Notice to Proceed.

This bid proposal shall be considered part of the contract.

_____ (Signature)	_____ (Company Name – Bidder)
_____ (Type Name)	_____ (Address)
_____ (Title)	_____ (City) (County) (Zip)
_____ (Attest)	_____ (Phone No.)
(Seal, If Bidder is a Corporation)	_____ (Fax No.)
	_____ (E-mail Address)

Bidder Acknowledgement

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

_____	_____
Signature	Date
_____	_____
Title	Name (please print)
_____	_____
Address	Company Name
_____	_____
E-mail address	Phone Number

	Cell Phone Number

Exhibit A - Scope of Work & Specifications **Gate Automation & Maintenance for Township Transit Facilities**

Site Overview

All measurements listed below are estimates. Bid to field verify all measurements prior to bid.

Gate Locations List

Location	Address	# Gates
Research Forest Park and Ride	3900 Marisco Pl, The Woodlands, TX 77380	2
Sawdust Park and Ride	701 Westridge Rd, Spring, TX 77380	8
Sterling Ridge Park and Ride	8001 McBeth Way, The Woodlands, TX 77382	6
Trolley Operations Facility	700 Westridge Dr, The Woodlands, TX 77380	2

Research Forest Park and Ride - 3900 Marisco Pl, The Woodlands, Texas 77380



Combined Commuter Bus Gate

- Two (2) swing gates
- Estimated 18-20 ft length each
- Estimated 34 ft curb-to-curb opening



Sawdust Park and Ride - 701 Westridge Road, The Woodlands, Texas 77380



West Commuter Gate

- Two (2) slide gates
- Estimated 25-30 ft length each
- Estimated 34 ft curb-to-curb opening



East Commuter Gate

- One (1) swing gate - Estimated 16-18 ft length
- One (1) slide gate - Estimated 20-25 ft length
- Estimated 26 ft curb-to-curb opening



West Bus Gate

- Two (2) swing gates
- Estimated 16-18 ft length
- Estimated 28 ft curb-to-curb opening

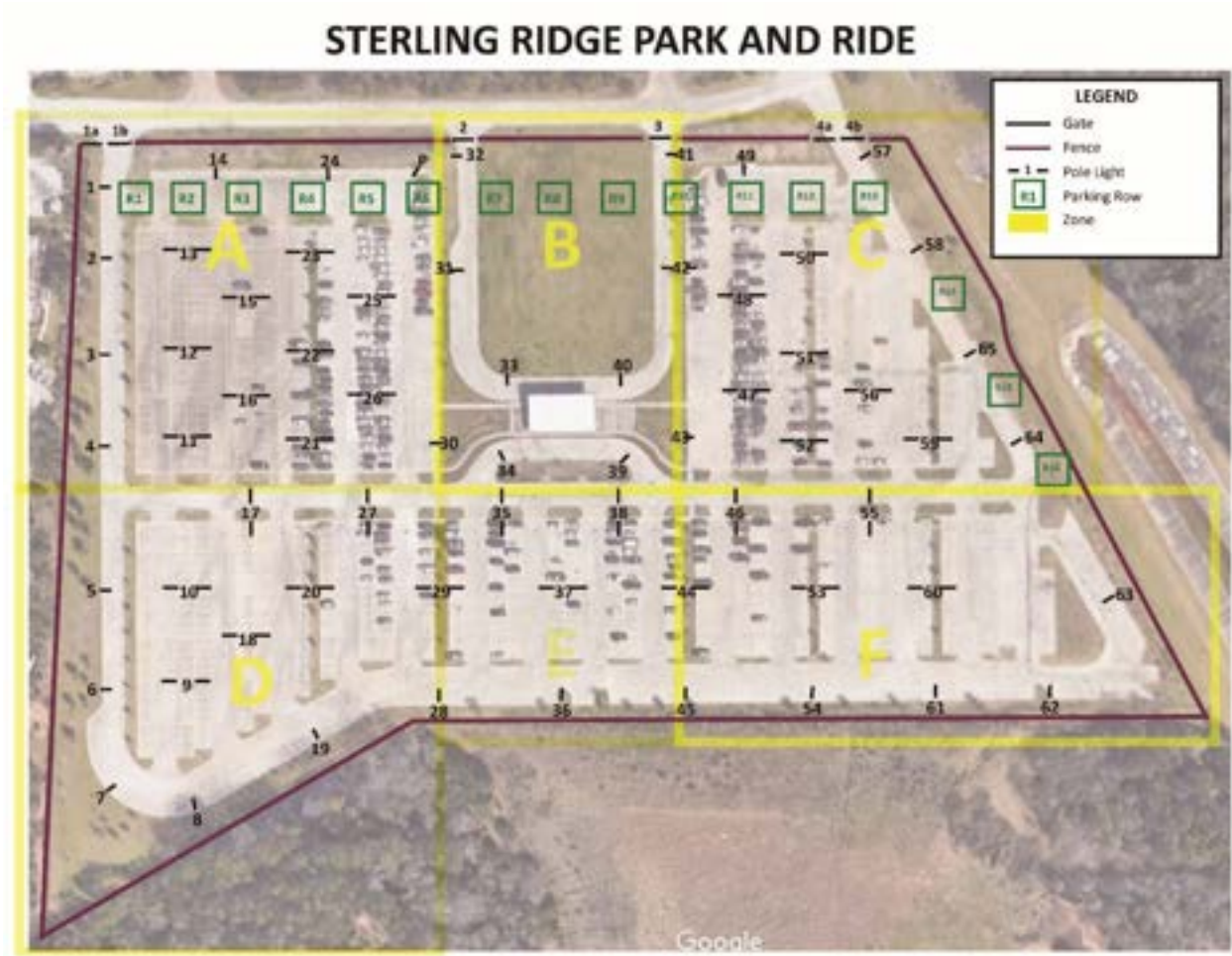


East Bus Gate

- One (1) swing gate - Estimated 16-18 ft length
- One (1) slide gate – estimated 20-25 ft length
- Estimated 28 ft curb-to-curb opening



Sterling Ridge Park and Ride - 8001 McBeth Way, The Woodlands, Texas 77382



East Commuter Gate

- Two (2) slide gates – Estimated 18-20 ft length each
- Estimated 36 ft curb-to-curb opening



East Bus Gate

- One (1) slide gate – Estimated 25-30 ft length
- Estimated 24 ft curb-to-curb opening

**West Bus Gate**

- One (1) slide gate – Estimated 25-30 ft length
- Estimated - 24 ft curb-to-curb opening

**West Commuter Gate**

- One (1) swing gate – Estimated 18-20 ft length
- One (1) slide gate – Estimated 25-30 ft length
- Estimated 39 ft curb-to-curb opening



Trolley Operations Facility - 700 Westridge Dr, Spring, Texas 77380

TROLLEY OPERATIONS FACILITY—700 Westridge Drive



East Gate (1 on map)

- Two (2) swing gates –
Estimated 16-18 ft length
each
- Estimated 30 ft curb-to-curb
opening



Scope of Work – Gate Installation at Township Transit Facilities

Contractor shall furnish all supplies, labor, tools, and equipment to automate the security gates at the four Township Transit facilities. The existing gates consist of one- and two-panel swing or sliding gates located at each bus and commuter entry or exit. The Site Overview section describes the location and features of each gate. The installation at each gate shall incorporate the following requirements:

- Retrofit minimum two safety loops and one optical exit sensor (or replace gate to permit installation of safety loops and optical sensor)
- Installation shall include:
 - Ten (10) remote controls
 - One (1) extended keypad
 - New 120V power supply
- Adjustments to existing rolling and chain link gate components, including repairs or replacements, tensioning, inspections, and bearing lubrication as needed to complete installations
- Any new gate installation shall meet or exceed existing gate structural requirements
- Obtain approval by Township of all proposed equipment and methods of installation prior to ordering delivery or commencing work on site
- Obtain all required permits related to scope of work
- Perform work on site during normal business hours (Monday – Friday, 7:00 am – 6:59 pm) without disturbing transit operations
- Provide new equipment training for Township personnel
- Submittal of all closeout documentation, including as-builts, O&M documentation, warranty, and completed permit card
- The Project shall be complete in five (5) calendar days after receiving equipment on site

Scope of Work - Gate Maintenance

Contractor shall perform routine maintenance on the automated gates to ensure their functional and good working order. Contractor shall perform monthly / quarterly / semi-annual / annual inspections to evaluate the following items:

General

- Inform Owner of any repair work needed and obtain approval prior to initiating repairs that cost above monthly limit
- Provide Owner list of major repairs that will be needed in the next 12 months
- Submit service ticket for each location with monthly invoice

Gates and Posts

- Check all posts for solid footings
- Check rollers and gate stops and adjust as needed
- Check gate panels for broken or cracked metal
- Open and close gate with all opening media and observe for smooth operation

Operator (Mechanical)

- Grease and/or adjust hinges and rollers and inspect for wear and alignment
- Check chain/drive mechanism and adjust if needed
- Clean chain/drive mechanism with degreaser to remove buildup
- Lubricate chain and check alignment
- Check and adjust clutch as needed
- Check, clean and adjust fixture bolts, base plates, sprockets, and set screws
- Operate manual disconnect and open gate fully to check manual operation
- Check and tighten all frame bolts

Operator (Electrical and General)

- Visually inspect each component for splitting or puncturing of the rubber or degeneration of the supply tubing, welding joints or other defect that could compromise safety by affecting the efficiency of the system
- Check limit actuators against closing / opening positions of gate and adjust as necessary
- Check slow down efficiency at each end of travel
- Inspect general condition of mounts, switches, conduits, fittings, photocells, reflectors, and enclosures and clean if required
- Check condition of the gate controller housing
- Check any additional safety regulation procedures
- Check electrical installation and all wiring
- Check control voltage and operating voltage under load
- Perform force testing
- Note any additional defects

Scope of Work - Unscheduled Maintenance

This Scope of Work is intended for a three (3) year service agreement for on-call services on an as-needed basis for the automated gates specified above. The Contractor shall be required to provide all materials, labor, equipment, and supervision to furnish, install, and repair fences and gates on a time and materials basis. The Contractor will be required to respond to calls within one business (1) day of receiving notification by the Township for issues that require repair or installation of fence and/or gates. It is anticipated that security issues will constitute approximately 10 percent of the overall scope of the work to be completed. All other repairs or installations require 3 day response.

Unless otherwise indicated, all components used to manufacture or construct any supplies, materials or equipment provided shall be: (a) new; (b) the latest model; (c) of the best quality and highest-grade workmanship; and (d) in compliance with all applicable federal, state, and local laws, regulations, and requirements. New shall be defined as the materials used for an installation or repair have not been previously sold or used.

Contractor shall submit invoices based on hourly labor costs for any unscheduled maintenance of any gate malfunction.

Exhibit B - Site Survey Certification
Gate Automation & Maintenance for Township Transit Facilities

PROJECT: _____

PROJECT No.: _____

FROM:

CONTRACTOR: _____

TO:

THE WOODLANDS TOWNSHIP
2301 Technology Forest Blvd
The Woodlands, TX 77381

1.01 DESCRIPTION OF REQUIREMENTS

CONTRACTOR verify all existing site conditions, and confirm points of connections to existing improvements, including confirmation of elevations and grades of existing facilities and utilities prior to starting any grading, paving or utility installation. Verification of locations and functions of each existing structure or system and all existing utility grades and invert elevations is the contractor's responsibility. Notify the engineer of any discrepancies immediately. Any conflicts or errors between existing field conditions and engineering plans must be resolved prior to starting excavation or setting any gravity sewer (storm or sanitary) and appurtenances.

This applies to all contracts that involve connections to, or installation of gates and controller and fencing products at the following locations:

- a. Trolley Operations Facility – 700 Westridge Rd, Spring Texas 77381
- b. Sawdust Park & Ride – 701 Westridge Rd, Spring Texas 77380
- c. Research Forest Park & Ride – 3900 Marisco Pl, The Woodlands Texas 77380
- d. Sterling Ridge Park & Ride – 8001 Macbeth Way, The Woodlands Texas 77380

1.02 ACKNOWLEDGMENT BY CONTRACTOR (Signed at BID)

CONTRACTOR hereby acknowledges this requirement and agrees to perform necessary topographic and site prior to commencing work on specified items. **This Certification will not change the total Contract Price or Time of Performance.**

CONTRACTOR Signature

Date

CONTRACTOR Title

Exhibit C - 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>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></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: 45%;"> <hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

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 D - References

Please provide information from three (3) references

1. Agency/Company: _____
Contact Name: _____
Contact Phone: _____
Project description _____
Project start and end dates _____

2. Agency/Company: _____
Contact Name: _____
Contact Phone: _____
Project description _____
Project start and end dates _____

3. Agency/Company: _____
Contact Name: _____
Contact Phone: _____
Project description _____
Project start and end dates _____

Exhibit E - Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. 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 construction services 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 _____, this____ day of _____, 20_____.

(Name of Bidder)

By _____
(Signature)

Title _____

Exhibit F- 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 mark 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 G - 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 H – FTA Clauses

The following clauses will be part of the contract resulting from this solicitation. Please review them carefully. The contract will be in compliance with 2 CFR 200 and include the Contract Clauses included in Appendix II to the Uniform Guidance, listed [here](#).

For all Procurements

I. **No Obligation by the Federal Government.**

1. The Woodlands Township and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Township, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

II. **Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

III. **Access to Records and Reports**

1. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Township, the FTA 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1,

which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Township, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

IV. Federal Changes

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Township and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

V. Civil Rights Requirements

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to

- refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

VI. Incorporation of Federal Transit Administration (FTA) Terms

1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Township requests which would cause the Township to be in violation of the FTA terms and conditions.

VII. Energy Conservation Requirements

1. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
2. As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Contractor shall design the facility in accordance with 2015 IECC.

VIII. Disadvantaged Business Enterprise (DBE)

2. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 3 %. A separate contract goal has not been established for this Contract.
3. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
4. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Township. In addition, the Contractor may not hold retainage from its Subcontractors.

5. The Contractor must promptly notify the Township, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Township.
6. The Contractor must complete the attached Certification Forms at the end of these clauses.

IX. Fly America (for procurements involving foreign transport or travel by air)

1. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
2. The Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

X. Cargo Preference

1. The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
2. The Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.).
3. The Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

XI. Contract Work Hours and Safety Standards Act

1. 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.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States 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 (1) 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 (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The Woodlands Township 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 (2) of this section.
4. Subcontracts - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

XII. ADA Accessibility

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
3. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
4. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
5. The Contractor and all Subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation.
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation.
 - c. 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation.

- d. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation.
- e. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation.
- f. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation".
- g. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC.
- h. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation.
- i. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation.
- j. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation.
- k. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

XIII. Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

1. Contractors are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - d. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment **and services, and to ensure that communications service to users and customers is sustained.**

XIV. Seat Belt Use

1. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, companyA-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the Township.

XV. Distracted Driving, including Text Messaging While Driving

1. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

FOR PROCUREMENTS OVER \$10,000

XVI. Termination

1. Termination for Convenience (General Provision) The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close- out costs, and profit from work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The Township to be paid the Contractor. If the Contractor has any property in its possession belonging to The Township, the Contractor will account for the same, and dispose of it in the manner The Township directs.
2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Township may terminate this contract for default. Termination shall be affected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
 - a. If it is later determined by the Township that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Township, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the Township in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
4. If Contractor fails to remedy to Township's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Township setting forth the nature of said breach or default, Township shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Township from also pursuing all available remedies against Contractor and its sureties for said breach or default.
5. Waiver of Remedies for any Breach In the event that Township elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Township

shall not limit Township's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. Termination for Convenience (Professional or Transit Service Contracts) The Township, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Township shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
7. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Township may terminate this contract for default. The Township shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
 - a. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Township.

XVII. Recycled Products

1. If the Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

FOR PROCUREMENTS OVER \$25,000**XVIII. Government-Wide Debarment and Suspension**

1. This contract is a covered transaction for the purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. By signing this agreement, Contractor certifies as follows:
 - a. The certification in this clause is a material representation of fact relied upon by The Woodlands Township. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Township, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

FOR PROCUREMENTS OVER \$100,000**XIX. Lobbying Restrictions**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Township's Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

XX. Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XXI. Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

DBE Contractor Certification Form

Instructions: The Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, 7) % or \$ amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the qualifications are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

Ethnic Codes: **A)** Black American **B)** Hispanic American **C)** Native American **D)** Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women **G)** Other

Gender Codes: **M)** Man **W)** Woman **X)** Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) % amount of Total Contract

This schedule must be completed as instructed above and include every Subcontractor proposed. add additional pages, if needed.

The undersigned will enter into a formal agreement with DBE and/or SBE Contractors for work listed in this schedule upon execution of a contract with the Township. The Contractor agrees to the terms of this schedule by signing below and submitting the **DBE and SBE Contractor Letter of Intent**, as completed by the DBE or SBE Subcontractor(s).

DATE:

CONTRACTOR:

SIGNATURE:

PRINT NAME:

TITLE:

DBE and SBE Subcontractor Letter of Intent (ONLY IF YOU HAVE A DBE/SBE SUBCONTRACTOR)

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Request for Qualifications (RFQ).

- 1. TO: (Contractor): _____
- 2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this RFQ is due.

The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _____

and at the following percentage _____% of the total contract amount (should be the same \$ or % found on DBE Contractor Certification).

- 3. The DBE or SBE Subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other Contractors. Any and all DBE Subcontractors a DBE Subcontractor uses must be listed on Form 1 and must also be DBE certified.

Date: _____

DBE/SBE Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit I - Bidder Pre-Award State Certifications

State Certificates

Bidder Initials:

- 6. Delinquent State Business Tax Certification
- 7. House Bill 89 Verification

I HEREBY ATTEST THAT EXHIBIT G - FEDERALLY REQUIRED CONTRACT CLAUSES, WERE READ AND SIGNED THE CERTIFICATIONS WITHIN THE EXHIBIT. MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

BIDDER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Delinquent State Business Tax Certification Form

All Bidders shall certify that Bidder is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: _____

BIDDER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

House Bill 89 Verification

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- a) Does not boycott Israel currently; and
- b) Will not boycott Israel during the term of the contract the above-named Company, business or individual with The Woodlands Township.

Pursuant to Section 2270.001, 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.

DATE
STATE OF _____ §
COUNTY OF _____

SIGNATURE OF COMPANY REPRESENTATIVE

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

[SEAL]

NOTARY PUBLIC in and for the State of Texas

Exhibit J - 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 the lesser sum of either \$ _____ or 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)

Exhibit K – Bid Submission Checklist

Only items marked with an X 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: C-2023-0192

BEFORE awarded, the following documents must be provided-with the bid submittal

Required	Item	Bidder has included in Submitted Packet (Initial)
X	General Specifications and Acknowledgement	
X	Bid Tabulation Form	
X	Bid Certification	
X	Addendum Acknowledgment	
X	Signed-Site Survey Certification (Exhibit B)	
X	Signed Conflict of Interest Questionnaire (CIQ) (Exhibit C)	
X	References (Exhibit D)	
X	Statement of Bidders Qualifications (Exhibit E)	
X	Sub-Contractor List (Exhibit F)	
X	FTA Clauses (Exhibit H)	
X	Bidder Pre-Award Certifications (Exhibit I)	
X	Bid Bond-2% of value of bid	

AFTER awarded the following documents must be provided-
Initial if you are prepared to provide these after awarded, as required

Required		Acknowledged
X	Form 1295 – “Certificate of Interested Parties”	
X	Performance Bond Requirements. This applies to bids that exceed \$100,000	
X	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
X	Payment Bond This applies to bids that exceed \$25,000	
X	Worker’s Compensation 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.