



Request for Proposals
Transit Facility Gate Automation Installation and
2023-2025 Gate Maintenance

Contract Number C-2023-0073

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INTRODUCTION

About The Woodlands Township

The Woodlands Township (the “Township”), is a political subdivision and a special purpose district of the State of Texas, created organized and operating pursuant to the provisions of Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended. The Township provides public transportation via three Park & Ride lots within the Township. The Township is a recipient of Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) funds. This project may be financed jointly by local and federal authorities, including the FTA and TxDOT. In the event that any litigation should arise between the participating parties as the direct result of any contract awarded because of this solicitation, the venue shall be Montgomery County, Texas.

The Township, as an FTA-designated direct recipient of federal funding, receives grant funding and provides transit operations and services which include:

- A park and ride operation (The Woodlands Express) that operates from three community locations with 30 coaches providing round-trip transportation from The Woodlands to three Houston employment centers weekdays Monday through Friday. Approximately 1,200 – 1,300 riders per day use this service, which is operated by the Township through a Commuter Bus Operating contract with First Class Tours. Users are charged a fare for this service.
- A rubber-tired trolleybus operation consisting of trolleys providing fare-free transportation service to business locations and residences in The Woodlands Town Center area. This service operates daily and offers service on a fixed route within the Town Center area and is complemented by ADA Paratransit transportation service.

Purpose

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for the automation of security gates, preventative maintenance, and as needed repairs for certain The Woodlands Township park and ride facilities for a term of 36 months from effective date as outlined in this bid packet.

Sawdust Park and Ride: 701 Westridge Dr. Spring, Texas 77380

Research Forest Park and Ride: 3900 Marsico Place, The Woodlands, Texas 77381

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

Trolley Maintenance Facility: 700 Westridge Dr. Spring, Texas 77380

The anticipated contract will be task-order driven with a firm fixed price (FFP) not to exceed the proposed price proposal for the scope of services as outlined. The contract is anticipated to be funded via federal assistance through urbanized federal formula grants, and other sources, as available. Federal requirements associated with contracts of this nature are outlined in the **Federally Required Contract Clauses** section of this solicitation.

The selected provider will provide and install the items as outlined in the Scope of Services, which is described in more detail in the Scope of Services Section of this RFP.

The Township may, without prior notification, move certain tasks listed in the Scope of Services in-house to be performed by Township personnel.

Questions about this procurement should be directed to:

Ruthanne Haut, Director – Transportation & Infrastructure

RHaut@thewoodlandstowship-tx.gov

Phone: 346-334-1027

Schedule of Events

Schedule of Events	Date
Request for Proposal Release Date	Wednesday, March 13, 2023
Questions or Request for Deviations Due	Friday, April 7, 2023 by 5:00 p.m.
Township Responses to Questions and Deviation	Friday, April 14, 2023
RFP Proposals Due Date	Friday, April 21, 2023 by 2:00 p.m.

SCOPE OF SERVICES

Scope of Work - Gate Automation

Contractor shall furnish all supplies, labor, tools, and equipment to automate the security gates at the four Township Park and Ride 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 selected contractor shall perform site evaluations and make recommendations to the Township for each gate to outfit with required equipment or install new automated gates. 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

Site of Work

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Contractor at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the Township on a continual basis. Any condition or situation deemed by the Township to be unsatisfactory shall be remedied as soon as logistically possible but not later than 24 hours from notification. During its inspection, the Township may note whether each Project location is satisfactory or unsatisfactory.

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Contractor shall remove paint where spilled, splashed, splattered, or sprayed as work progresses using means and materials that are not detrimental to affected surfaces. Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by their employees at work. Contractor shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water / solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers /strippers, etc. as directed by the Township. Whenever possible, clean up shall be conducted with water or water-based agents. Contractor may not utilize on-site office trash cans. Arrangements may be made, in advance, with the Township, for the use of Township owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in Township containers. Opened cans of partially used paint may not be disposed of in Township containers under any circumstances.

Warranty of Materials and Workmanship

All materials and equipment provided under the agreement shall be listed and labeled for the purpose intended and must be in good working order. All work provided under this agreement shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, design, materials, workmanship, and installation.

All materials used shall be new and work must be performed by skilled tradesperson(s). Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities

such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when undercoats or conditions show through final paint coat, until paint film is of uniform finish, color, and appearance. Work must be evenly uniform in sheen, color, and texture; free from brush marks, sags, crawls, runs or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Township. Apply each material at no less than the manufacturer's recommended spreading rate.

Materials and Equipment Storage

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Township. Such restoration shall be at no additional cost to the Township.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Township responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of any storage area utilized for the Project.

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 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 emergency calls within one (1) hour of receiving notification by the City for emergency security issues that require repair or installation of fence and/or gates. It is anticipated that emergency security issues will constitute approximately 10 percent of the overall scope of the work to be completed. All other repairs or installations require 24-hour 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.

Site Overview

Gate Locations List

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

Research Forest

3900 Marisco Pl, The Woodlands, Texas 77380



Combined Commuter Bus Gate

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



701 Westridge Road, The Woodlands, Texas 77380



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



East Commuter Gate

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



West Bus Gate

- Two (2) swing gates
- 16-18 ft length
- 28 ft curb-to-curb opening
- 120 LF to building



East Bus Gate

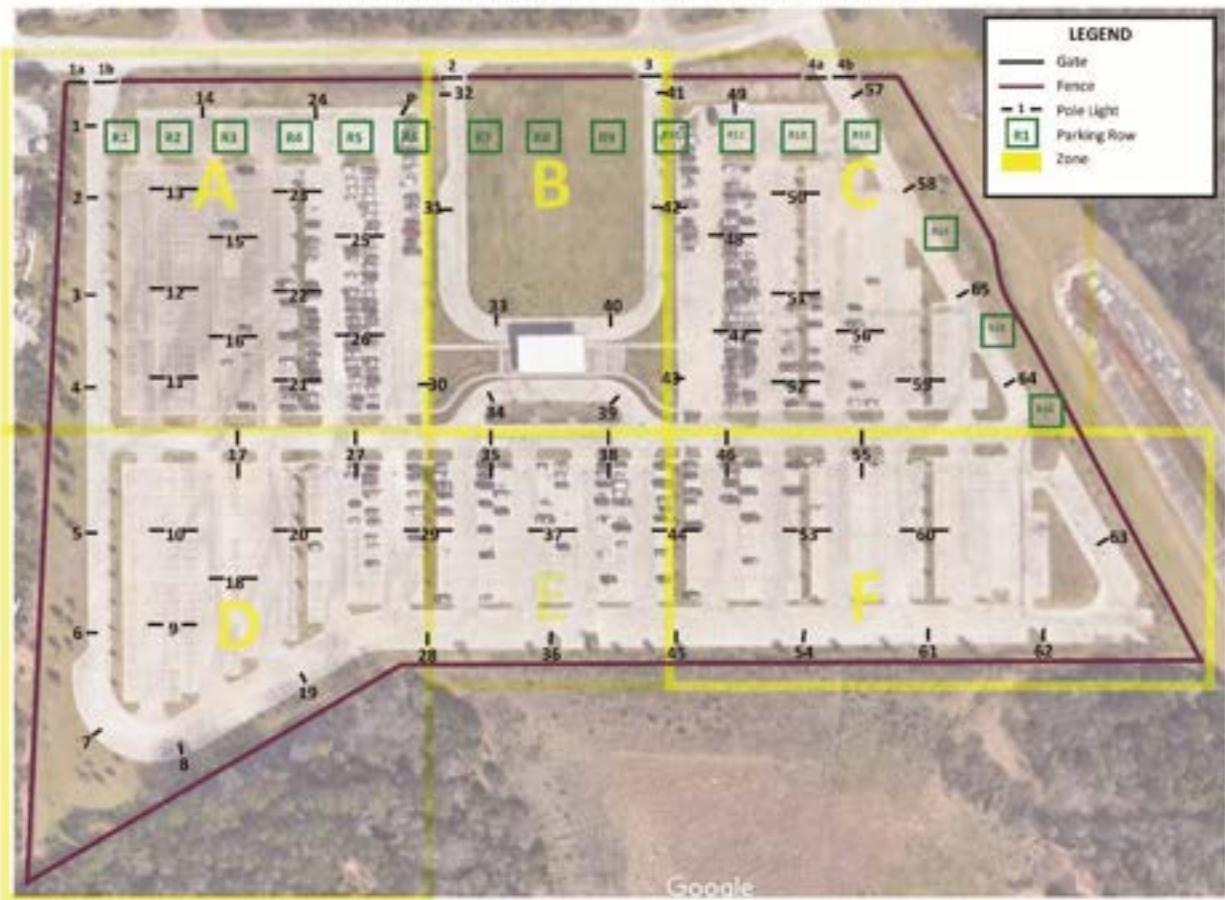
- One (1) swing gate
- 16-18 ft length
- One (1) slide gate
- 20-25 ft length (estimated)
- 28 ft curb-to-curb opening
- 100 LF to building



Sterling Ridge

8001 McBeth Way, The Woodlands, Texas 77382

STERLING RIDGE PARK AND RIDE



East Commuter Gate

- Two (2) slide gates
- 18-20 ft length each
- 525 LF to building
- 36 ft curb-to-curb opening



East Bus Gate

- One (1) slide gate
- 25-30 ft length
- 350 LF to building
- 24 ft curb-to-curb opening



West Bus Gate

- One (1) slide gate
- 25-30 ft length
- 350 LF to building
- 24 ft curb-to-curb opening



West Commuter Gate

- One (1) swing gate
- 18-20 ft length
- One (1) slide gate
- 25-30 ft length
- 39 ft curb-to-curb opening
- 690 LF to building



Maintenance Facility

700 Westridge Dr, Spring, Texas 77380

TROLLEY OPERATIONS FACILITY—700 Westridge Drive



West Gate

- Two (2) swing gates
- 16-18 ft length each
- 30 ft curb-to-curb opening
- 310 LF to building



West Gate

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

- 310 LF to building



PROPOSAL SUBMISSION PROCEDURES

The Township will accept responses from experienced individuals qualified to perform the services described in this RFP until the deadline for submittals as stated herein. Proposals received after the submittal deadline shall be deemed to be non-responsive.

Proposals shall include the following:

- **SECTION ONE:** Cover letter with a summary of the submittal and proposed consultant team, signed by an officer capable of contractually engaging the firm (two-page maximum).
- **SECTION TWO:** Description of products and installation being proposed to meet the Scope of Work along with the pricing of each product. The Township is exempt from sales, use, and other taxes. – **25 Points**
- **SECTION THREE:** Price of the total installation and on-going maintenance – **20 Points**
- **SECTION FOUR:** References – at least three (3). – **5 Points**
- **APPENDIX A:** Federally and State Required Contract Clauses in this solicitation signed by Official with Contracting Authority – Not counted towards overall point total

Submittals deemed to be responsive will be reviewed by a staff review team for evaluation and recommendation. The recommended provider(s) will then be presented to the Township Board of Directors for their consideration and final approval.

Required Submittals

Interested firms and individuals are requested to submit **five (5) complete copies** of their response to this RFP.

Responders should limit their responses to **twenty-five (25) pages maximum**. Appended materials are not included in this limit but will not count toward scoring or evaluation of the submittal.

Evaluation Criteria

Consultant qualifications and abilities will be evaluated according to the following criteria:

Cover letter – **0 Points**
Products and Installation – **25 Points**
Pricing – **20 Points**
References – at least three (3) – **5 Points**
Total: 50 Points

Selection Process

Recommendations and requirements as set-forth in [FTA Circular 4220.1F](#) and the [FTA Best Practices Procurement Manual \(BPPM\)](#) will be used as guidance in reviewing submittals received in response to this RFP.

A committee consisting of Township staff will evaluate submittals deemed to be responsive to this solicitation and make recommendations for selection. Recommendations will be based upon responses to the evaluation criteria outlined in previous sections of this solicitation. Recommendations will be determined based on which provider(s) is/are deemed to be most advantageous to, and in the best interest of the Township.

The Township shall not be responsible for any costs related to the submission of a response or any other costs to any prospective provider in responding to this solicitation.

The Township reserves the right, at its sole discretion, to reject any or all responses and to waive irregularities, except the timeliness of submission. The Township reserves the right to contract with and/or secure transit planning & consulting services from other transit consultants as deemed necessary by the Township. This RFP in no manner obligates the Township to pursue any contractual relationship with any entity that responds to this solicitation. The Township further reserves the right to cancel this RFP at any time.

Form 1295 – Certificate of Interested Parties

In compliance with State of Texas Government Code, Section 2252.908, **the successful respondent 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

GENERAL CONDITIONS

Compliance with Laws, Regulations and Policies

All work to be undertaken as a result of this qualifications-based selection process must be consistent with all pertinent Federal, State, County and local laws, regulations, and policies.

The professional services contract for these services will include an attachment regarding the provisions of the FTA Master Grant Agreement which would be binding upon any contractors (and subcontractors) working on behalf of the Township on FTA-funded projects.

Project Files, Data, Maps and Other Materials – Maintenance & Ownership

The selected consultant (Contractor) shall establish and maintain files for projects and tasks undertaken for or on behalf of the Township. The files shall contain all records, calculations, task documents, reports, collected data and all other documentation pertaining to the work performed by the Contractor (including all subconsultants and other firms which may be involved on the project). The files shall be delivered to the Township upon completion of each task. All technical memoranda, reports, and other materials shall be provided to the Township in source (native) format and in Portable Document Format (PDF). Word processing format shall be Microsoft Word format, spreadsheets shall be in Microsoft Excel format, and maps, if any, shall be in ArcGIS shapefiles or other formats, as requested.

The Township will own all materials prepared by the Contractor in whatever format they are created and stored. Provided that credit to the creating consultant or professional is given, the Township may use the materials in any manner whatsoever.

Deliverables

The Contractor shall submit, as may be required under the scope of services, draft and final technical memoranda, transit plans, reports and other deliverables to the Township Project or Program Manager. These materials shall be used to provide a comprehensive documentation of technical inventories, plans, analyses, designs, and recommendations which are produced in connection with the anticipated scope of services. These materials are not to be further disseminated without prior permission from the Township Project or Program Manager.

All technical memoranda, transit plans, and draft and final reports shall be complete, technically and factually accurate, clear, concise, well-organized and grammatically correct. Reports shall be written in a manner sufficient for a person not specifically familiar with the subject or area to understand. Reports shall be written so as to achieve understanding of the studies completed, their findings, and recommendations. Reports should be written so as to encourage those who read them to more easily understand technical information and encourage participation in the transportation decision-making by expressing their insights and views. Conclusions shall be supportable by results of analyses and reasoning documented in the reports or technical memoranda.

Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. See "Confidentiality of Proposals", below.

Disqualification

The Township reserves the right to disqualify a prospective contractor before or after the proposal deadline of submittal, upon evidence of collusion with intent to defraud, other illegal practices, or other practices on the part of the prospective contractor deemed harmful to the Township.

Confidentiality of Proposals

When the award is made, and a contract is executed, submittals are subject to review under the "Texas Public Information Act". To the extent permitted by law, prospective contractors may request in writing non-disclosure of certain proprietary information. Such information shall accompany the proposal, be readily separable from the proposal, and shall be clearly marked "CONFIDENTIAL". While the Township cannot guarantee or opine on the protected nature of any such designated information, it will make a good faith attempt to notify the provider of such information of subsequent requests by third parties for such designated information such that the provider of the information may seek to establish the confidentiality of same in accordance with the Texas Public information Act.

Interested firms and individuals should submit their responses to this RFP by April 21, 2023 no later than 2:00 p.m. (Central Time) at the offices of:

The Woodlands Township
Attn: Ruthanne Haut
2801 Technology Forest Blvd.
The Woodlands, TX 77381

No faxes or digital (email) submissions will be accepted.

Disadvantaged Business Enterprise (DBE)

The Woodlands Township has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. There is no contract goal associated with this procurement. However, the Township is committed to the utilization of DBEs on all DOT-assisted projects toward attainment of the Township's established overall goal of 2.61%. There is not a DBE Contract Goal on this procurement.

It is the policy of the Township to facilitate and assure that each prime contractor or subcontractor participating on Township DOT-assisted contracts will facilitate DBE participation by:

- Complying with 49 CFR Part 26;
- Not discriminating on the basis of race, color, religion, national origin, sex, disability, or age;
- Implementing the Township's DBE program; and
- Verifying DBE Certification.

Notice to Offerors

Notice to all offerors is hereby provided that, in accordance with all applicable federal, state, and local laws, The Township will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract(s) executed pursuant to this advertisement.

Certification of Debarment

By submitting a response to this RFQ, a respondent is certifying that neither its firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, under federal criminal indictment, or otherwise excluded from participation in this procurement process by any federal department or agency.

Further, if any of the aforementioned situations occurs during the course of the procurement, the respondent is required to immediately inform The Township thereof.

Protests

Pre-Submittal Protests: Protests pertaining to the scope of services, submittal forms, provisions, terms, conditions, proposed form of procurement or addenda must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the proposal due date. Protests must be supported by sufficient written information to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported, or it is not received within the time limits specified herein.

Protests based upon restrictive specifications, alleged improprieties or other similar situations prior to the submittal deadline as stated herein must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the submittal due date.

Post-Award Protests: Protests resulting from the award of a contract through the RFQ procedure must be made in writing to the Township's Contracting Officer within three (3) working days of the letter of non-selection to the prospective offeror. The protest must outline the specific portion of the specification or proposal procedure that had been violated. Untimely or late protests will not be considered.

Protests by an interested party regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 or Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

Contracting Officer Contact:

The Woodlands Township
Kellan Shaaw, Assistant General Manager Finance & Administration
2801 Technology Forest Blvd.
The Woodlands, TX 77381

Invoicing & Payment

The selected provider (consultant) will be required to submit its invoice by the fifth (5) calendar day of the month each month for services rendered during the previous calendar month. Invoices are to be sent to The Township's administrative office located at 2801 Technology Forest Blvd., The Woodlands, TX 77381. The Township is tax exempt therefore invoices cannot include any sales taxes.

The Township will pay invoices on a net 30-day payment cycle or three (3) days after the receipt of State and Federal funds, whichever is later. Such payment terms are contingent upon the receipt of State and Federal funds.

Loss of such funds will nullify the Contract.

Consultant may only bill for actual hours worked. Holiday, vacation, sick and any other leave must be paid by the Consultant and may not be billed to the Township.

Contractor's monthly invoice shall not be deemed complete, and payment shall not be authorized, unless each of the following monthly reports is provided in a form to be approved by the Township.

- The payment request in an amount correctly determined in accordance with the Schedule of Prices less any adjustments.
- Disadvantaged Business Enterprise (DBE) Participation Report, as required.

Consultant Status

Consultant will be an independent Contractor of the Township, and all persons employed to furnish services or to perform work under the contract are employees, agents or subconsultants of Contractor and not of the Township. The Contractor shall be fully responsible for all acts and omissions of its employees, subconsultants, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. No provision of this RFQ or any resultant contract shall be construed

to give rise to a partnership, joint venture, agency, employer/employee relationship, or any relationship between Contractor and the Township other than that of principal and independent Contractor.

Indemnification/Defense of The Township

Consultant will be required to assume full liability and responsibility for, and release and covenant and agree to indemnify, hold harmless and defend the Township and the members of the Board of Directors and executive committee, officers, principals, agents and employees of the Township (hereinafter collectively "Indemnified Persons") from and against any and all damages, payments, costs, losses, expenses, and liability of every kind whatsoever related to all claims for damages or injuries to persons or property of any nature whatsoever (including any claims which may arise on the part of the consultants, its officers, agents, principals, employees, and subconsultants) arising out of or incident to this solicitation or the contract(s) resulting from this solicitation, or which are in any way related to such solicitation or contract(s) or to Contractor's activities thereunder, or are incident to the grant or exercises of any of the rights and privileges described in such solicitation or contract(s), other than claims resulting solely from the negligence of one or more of the Indemnified Persons. By way of inclusion and not limitation, the liability and responsibility assumed and the claims, damages, payments and expenses released and indemnified against are specifically agreed to include any growing out of or related to libel, slander, and the like, and infringement of patents, copyrights, trademarks, service marks and the like, including claims arising out of the use by any of the Indemnified Persons of any documentation, publication, appliance, tool, equipment or apparatus supplied under such solicitation or contract(s).

The Township will promptly notify Consultant of any such claim and will cooperate with Consultant in defending against any such claim. In the event any suit or legal proceeding of any kind is brought against any of the Indemnified Persons on account of any claim described in the preceding paragraph, Consultant agrees to assume the defense thereof and to pay all expenses relating thereto and in connection therewith and all judgments and levies that may be obtained against any of the Indemnified Persons as a result of any such suit or proceeding, specifically including fines, penalties, attorney's fees, exemplary damages, and interest; and Contractor agrees to at once cause any such judgments and levies to be dissolved and discharged by paying same, giving bond or otherwise.

Consultant also agrees to pay the Township promptly upon receipt of statements therefore, any and all attorney's fees and other expenses reasonably incurred by it directly or indirectly related to any claims.

No Assignment

Any Contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of the Township, and any attempted assignment without such consent shall constitute a material default of Consultant under the underlying contract and may be considered void for all purposes at the election of the Township.

Changes

The Transit Operations Manager or his/her designee may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under the contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly; provided, however, it is understood that any such adjustment will be calculated on the basis of the service adjustment rates specified in the contract only if there is requested a 25 percent or less increase or decrease per year in the level of service over or under the amount originally awarded to the Contractor. The 25 percent shall be calculated on the basis of total annual revenue hours. If greater than 25 percent increase or decrease per year in the level of service over or under the total amount originally awarded to the Contractor occurs, the rates contained in the contract shall be subject to renegotiations. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer or his/her designee grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will charged shall be furnished without the prior written authorization of the Contracting Officer or his/her designee.

Appendix A – Price Proposal

Research Forest Park & Ride	
Gate Type	Price
Commuter Bus Gate (2 Swing Gates) Automation Installation	
Access Panel (Parts and Installation)	
Total	

Sawdust Park & Ride	
Gate Type	Price
West Commuter Gate (2 Slide Gates) Automation	
East Commuter Gate (1 Swing Gate & 1 Slide Gate) Automation	
West Bus Gate (2 Swing Gates) Automation	
East Bus gate (1 Swing Gate & 1 Slide Gate) Automation	
Four (4) Access Panels (Parts and Installation)	
Total	

Sterling Ridge Park & Ride	
Gate Type	Price
West Commuter Gate (1 Swing Gate & 1 Slide Gate) Automation	
East Commuter Gate (2 Slide Gates) Automation	
West Bus Gate (1 Slide Gate) Automation	
East Bus gate (1 Slide Gate) Automation	
Four (4) Access Panels (Parts and Installation)	
Total	

Maintenance Facility	
Gate Type	Price
West Facility Gate (2 Swing Gates) Automation Installation	
East Facility Gate (2 Swing Gates) Automation Installation	
Two (2) Access Panel (Parts and Installation)	
Total	

Additional Services	
Service Type	Price
New Equipment Training (all gates and panels)	
Permits	
Total	

Gate Maintenance – Scheduled Preventative Maintenance			
Gate Type	Price Per Gate	No. Gates	Ext. Price
One (1) Slide Gate		2	
One (1) Swing Gate		1	
Two (2) Slide Gates		2	
Two (2) Swing Gates		3	
One (1) Swing Gate & One (1) Slide Gate		2	

Gate Maintenance – Unscheduled Maintenance		
Gate Type	Price – Same Day	Price – Next Day
One (1) Slide Gate		
One (1) Swing Gate		
Two (2) Slide Gates		
Two (2) Swing Gates		
One (1) Swing Gate & One (1) Slide Gate		

TOTAL PROPOSAL PRICE – BASE PROPOSAL (in words)

_____ **Dollars**

_____ **Cents**

TOTAL BASE PROPOSAL PRICE (in figures): \$ _____

Authorized Signature

Title

Name of Firm

Address

Telephone

Email

Date

Appendix B – Federally Required Contract Clauses

1. FLY AMERICA

- a. The Respondent/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 Respondents/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 Respondent/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.
- b. The Respondent/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.

2. BUY AMERICA – Does not apply to this contract.

3. CHARTER BUS and SCHOOL BUS REQUIREMENTS

- a. Charter Service Operations – Does not apply to this contract.
- b. School Bus Operations – Does not apply to this contract.

4. CARGO PREFERENCE REQUIREMENTS – Does not apply to this contract.

5. SEISMIC SAFETY REQUIREMENTS – Does not apply to this contract.

6. ENERGY CONSERVATION

- a. 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 Respondent/Contractor shall design the facility in accordance with 2015 IECC.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

7. CLEAN WATER – Does not apply to this contract.

8. BUS TESTING – Does not apply to this contract.

9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this contract.

10. LOBBYING

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with the Township. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor that it will not and has not used Federal appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- b. The Respondent/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Contractor to the Township.
- c. The certification regarding lobbying (See **Appendix C**) is to be completed by the Respondent/Contractor and subcontractor(s) is provided herein under Certifications and Forms Section.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

- a. The Township is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/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 Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Respondent/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 Respondent/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 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/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 the Township and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this contract.

14. CLEAN AIR– Does not apply to this contract.

15. RECYCLED PRODUCTS – Does not apply to this contract.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT– Does not apply to this contract.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. The Township and the Respondent/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, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Respondent/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.

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Respondent/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 Respondent/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 Respondent/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 Respondent/Contractor to the extent the Federal Government deems appropriate.
- b. The Respondent/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 Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/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.

21. TERMINATION

The contract may be terminated under the following conditions:

- a. Termination for Convenience. The Township may terminate this contract, in whole or in part, at any time by written notice to the Respondent/Contractor when it is in the Township’s best interest. The Respondent/Contractor shall be paid its costs, including contract close-out costs,

and profit on work performed up to the time of termination. The Respondent/Contractor shall promptly submit its termination claim to the Township to be paid to the Respondent/Contractor. If the Respondent/Contractor has any property in its possession belonging to the Township, the Respondent/Contractor will account for the same, and dispose of it in the manner the Township directs.

- b. Termination for Default [Breach or Cause].** If the Respondent/Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Respondent/Contractor fails to perform in the manner called for in the contract, or if the Respondent/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 on the Respondent/Contractor setting forth the manner in which the Respondent/Contractor is in default. The Respondent/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.

If it is later determined by the Township that the Respondent/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 Respondent/Contractor, the Township, after setting up a new delivery of performance schedule, may allow the Respondent/Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure.** The Township in its sole discretion may, in the case of a termination for breach or default, allow the Respondent/Contractor thirty (30) 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.

If Respondent/Contractor fails to remedy to the 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 Respondent/Contractor of written notice from the Township setting forth the nature of said breach or default, the Township shall have the right to terminate the Contract without any further obligation to Respondent/Contractor. Any such termination for default shall not in any way operate to preclude the Township from also pursuing all available remedies against Respondent/Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach.** In the event that the Township elects to waive its remedies for any breach by the Respondent/Contractor of any covenant, term or condition of this Contract, such waiver by the Township shall not limit the Township's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience.** 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.
- f. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$10,000 financed in whole or in part with Federal assistance provided by FTA.**

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (See **Appendix C**) is a material representation of fact relied upon by the Township. If it is later determined that the Respondent/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 Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. PRIVACY ACT – Does not apply to this contract.

24. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

- a. 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 Respondent/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 Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following requirements apply to the underlying contract:
 - i. 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 Respondent/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 Respondent/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 Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. 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 Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/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 Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Respondent/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.

25. BREACHES AND DISPUTE RESOLUTION

The Township's breach and dispute resolution requirements are as follows:

- a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Township. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Respondent/Contractor mails or otherwise furnishes a written appeal to the Assistant General Manager Community Services. In connection with any such appeal, the Respondent/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Township shall be binding upon the Respondent/Contractor and the Respondent/Contractor shall abide by the decision.
- b. Performance During Dispute - Unless otherwise directed by the Township, Respondent/Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Township and the Respondent/Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties

mutually agree, or in a court of competent jurisdiction within the State in which the Township is located.

- e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Township or the Respondent/Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- f. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a. Objective/Policy Statement - The Township has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Township has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Township has signed an assurance that it will comply with 49 CFR Part 26. The agency's overall goal for DBE participation is 2.61%. A separate contract goal has not been established for this procurement.
- b. Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Respondent/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 Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Respondent/Contractor is required to document all subcontractor participation including non-DBE subcontractors. Award of this contract is conditioned on submission of the following information in **Appendix C** with the sealed qualifications:
 - i. The names and addresses of subcontractors that will participate in the contract;
 - ii. A description of the work that each subcontractor will perform;
 - iii. Whether the subcontractor is a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv. The ethnic code, as described in the form;
 - v. The gender code, as described in the form;
 - vi. The age of the firm;
 - vii. The annual gross receipts from the firm;
 - viii. The dollar amount of the participation of each DBE firm participating; and

- ix. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made in the Respondent/Contractor Certification Form (**Appendix B**).
- d. The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Respondent/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 Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph.
- e. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Township. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Township, and following written approval of the Township. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
- f. The Respondent/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 Respondent/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.
- g. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**Appendix C**).
- h. For the Respondent/Contractor's convenience, a listing of potential DBE subcontractors listed in the Texas Unified Certification Program DBE Directory (<https://txdot.txdotcms.com/Default.asp>).
- i. The Township encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks.

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- a. 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. The following clauses apply to this Contract.
 - i. Access to Records and Reports
 - ii. Civil Rights Laws and Regulations

- iii. Disadvantaged Business Enterprise (DBE)
 - iv. Fly America
 - v. Government-Wide Debarment and Suspension
 - vi. Lobbying Restrictions
 - vii. No Government Obligation to Third Parties
 - viii. Program Fraud and False or Fraudulent Statements and Related Acts
 - ix. Termination
 - x. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
 - c. The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. DRUG AND ALCOHOL TESTING – Does not apply to this contract.

32. ACCESSIBILITY

- a. 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.
- b. The Respondent/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.
- c. The Respondent/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.
- d. In addition, the Respondent/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
- e. The Respondent/Contractor and all subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - i. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
 - ii. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation

- iii. 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
- iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
- v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
- vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation"
- vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC
- viii. 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
- ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
- x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
- xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

33. VETERAN'S PREFERENCE – Does not apply to this contract.

34. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE – Does not apply to this contract.

Appendix C – Respondent Pre-Award Certifications

Federal Certificates Respondent Initials: _____

1. Lobbying Certification _____
2. Suspension and Debarment Certification _____
3. Respondent/Contractor Certification _____
4. DBE Subcontractor Certification _____

State Certificates Respondent Initials: _____

5. Conflict of Interest Questionnaire _____
6. Delinquent State Business Tax Certification _____
7. House Bill 89 Verification _____

Reference Certificates (FOR TOWNSHIP USE ONLY)

8. Certificate of Interested Parties N/A
9. Senate Bill 252 Certification N/A
10. Contractor Payment Report Form N/A

I HEREBY ATTEST THAT APPENDIX B, FEDERALLY REQUIRED CONTRACT CLAUSES, WERE READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Suspension and Debarment Certification Form

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this SOQ.

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this SOQ, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Township's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Township determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Township may immediately terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Township if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Respondent/Contractor may contact the Township for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Respondent/Contractor agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Township when entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Township when entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Township may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

Respondent/Contractor Certification Form

Instructions: The Respondent/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) Age of the firm, 8) Annual gross receipts of the firm, 9) % 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) Age of Firm	8) Annual Gross Receipts	9) % 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 Respondent/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: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DBE and SBE Subcontractor Letter of Intent

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: (Respondent/ 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 Respondent/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: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <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;"> _____ 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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </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="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div> </div>		

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

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

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

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

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

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

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Delinquent State Business Tax Certification Form

All Respondents shall certify that Respondent 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: _____

RESPONDENT: _____

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

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ § COUNTY OF _____

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 _____, 2022.

[SEAL]

NOTARY PUBLIC in and for the State of Texas

Certificate of Interested Parties

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;"> Must file online at www.ethics.state.tx.us/File </div>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable) <div style="display: flex; justify-content: space-around;"> Controlling Intermediary </div>	
5 Check only if there are no interested parties. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: center;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/23/2017

For reference only, this form is filled out with the awarded Contractor online
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Senate Bill 252 Certification

On this day, I, Ruthanne Haut, the **Deputy Director – Community Services for The Woodlands Township**, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the Township by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan, or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan, or any Foreign Terrorist Organization.

For reference: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

RESPONDENT FILL OUT THE BELOW SECTION:

Company Name

RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

(signature)

**Deputy Director – Community Services, The Woodlands
Township**

Date

Contractor Payment Report Form

Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following sheet.

1 Contract Number, if applicable	2 Invoice Number	3 Reporting Period		4 Contractor's Business Name	5 Contract Person	6 Address
		From	To			
7 Telephone Number	8 Date of Contract Award	9 Schedule Date of Completion	10 Original Contract Amount	11 Current Contract Modifications	12 Total Amount Received to Date	13 Total Amount Owed
14 Committed DBE %	15 Actual DBE Participation to date	16 Actual DBE % to date				

17 Name of DBE Subcontractor	18 Description of Work	19 Amount of payments made during current invoice period	20 Date of payments made during current invoice period	21 Subcontract Dollars	22 Amount paid to date	23 Percent paid to date	24 Amount of this invoice allocated to DBE Subcontractor

(Add rows to the table, as needed, to complete this section)

By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.

Signature	Date Signed	Name and Title of Individual Completing Report

Exhibit D - Addendum Acknowledgement

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

Addenda #1 _____ Date Received _____/_____/2022
MM DD

Addenda #2 _____ Date Received _____/_____/2022
MM DD

Addenda #3 _____ Date Received _____/_____/2022
MM DD

Exhibit E -References

Please provide information from three (3) references of similar work scope, representing experience within the past two (2) years:

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

Exhibit F – Statement of Qualifications

DATE SUBMITTED _____

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

1. Name of Firm - _____
2. Permanent main office address - _____
3. If a corporation, where incorporated - _____
4. How many years have you been engaged in the gate 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.	<hr/>				
2.	<hr/>				
3.	<hr/>				
4.	<hr/>				
5.	<hr/>				

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 G – Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

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

Subcontractor's Name

Subcontractor's Type of Work

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

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

Exhibit H - Insurance Requirements

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

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

- (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (2). All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
- (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
- (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

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

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

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