



REQUEST FOR QUALIFICATIONS
Civil Engineering, Architecture, and/or Landscape Architecture Services
July 2025
Contract Number: C-2025-0352

OVERALL SCOPE: The Woodlands Township is requesting qualifications from consultants and/or other qualified vendors to provide The Woodlands Township civil engineering, architecture, and/or landscape architecture services on an Indefinite Delivery Indefinite Quantity (IDIQ) schedule for a term of 36 months.

ABOUT THE WOODLANDS TOWNSHIP:

The Woodlands Township is a special purpose district, a political subdivision located in unincorporated areas of Montgomery and Harris Counties, 27 miles north of Houston, Texas. The Township provides quasi-governmental & municipal type services to approximately 115,000 residents and over 35,000 single-family residences and is projected to grow to approximately 134,500. The Woodlands is approximately 44 square miles in size.

The Woodlands Township is accountable for the management and maintenance of 151 parks, 8 Fire Stations and an Emergency Training Center, 3 Park & Ride Facilities, 1 Trolley Operations Facility with Maintenance Facilities, 2 Recreation Centers, 2 Boat Houses, 18 swimming pools and aquatic facilities, 220 miles of pathways, and 220 miles of streetscape. With this scope there are times when civil engineering, architecture, and/or landscape architecture services from a qualified firm is required.

NOTICE TO PROSPECTIVE VENDORS

- Qualified contractors with experience in this type of work and available personnel are invited to submit a Statement of Qualifications for consideration. The Township reserves the right to enter into one contract or multiple contracts with the firms or teams to execute all elements of the scope of work.
- The Woodlands Township reserves the right to reject any or all proposals, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional proposals and to reject the Proposal of any Proposer if the Township believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Township.
- The Township also reserves the right to waive all informalities and defects in the submittals and the process not involving price, time of submittal or changes in the Work and to negotiate contract terms with the Successful Proposer. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any

column of figures and the correct sum thereof will be resolved in favor of the correct sum.
Discrepancies between words and figures will be resolved in favor of the words.

- Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (Attachment A) with the bid submission.
- In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us.
- The Township may, by written notice to the successful proposer, cancel the agreement without liability to the Township if it is determined by the Township that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the proposer, or any agent, or representative of the proposer, to any officer or employee of the Township with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such an agreement. In the event this agreement is canceled by the Township pursuant to this provision, the Township shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by proposer in providing such gratuities.
- During this qualifications process, proposer shall not contact any Township staff except those designated in the text of this RFQ or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to Chris Nunes, Chief Operating Officer via email, cnunes@thewoodlandstownship-tx.gov prior to **July 3, 2025, at 5:00 p.m.** Please reference RFQ name and page number. Non-compliance with this provision may result in rejection of the proposal. Any material information given to one proposer concerning a question will be furnished by an addendum to all proposers who have been issued an RFQ.
- Please submit your Submission to The Woodlands Township by **July 14, 2025, at 1:00 p.m. CDT** at 2801 Technology Forest Blvd., The Woodlands Texas, 77381. Attention: Chris Nunes, Chief Operating Officer.
- Submissions should be mailed or hand delivered; Submissions submitted via email will not be accepted. It is the responsibility of the responder to ensure that the Submission(s) is received by the date and the time specified. All costs incurred in the preparation of a Submission responding to this RFQ will be the responsibility of the responder and will not be reimbursed by The Woodlands Township.
- The Township accepts no liability for the costs and expenses associated with this RFQ process incurred by the proposers. Each proposer cannot make any claims whatsoever for reimbursement from the Township for the costs and expenses associated with the procurement process.

ENHANCED SCOPE

The Township desires to obtain the services of one or more qualified consultants and/or other qualified vendors to provide The Woodlands Township civil engineering, architecture, and landscape architecture services through a single firm or an identified team of firms. The Township desires to award one (1) firm or one (1) team of firms that can handle the disciplines listed in this scope. The Township plans to utilize the selected Contractor(s) for services which include, but may not be limited to:

- Preliminary Investigation
- Civil Engineering and Design
- Architecture Services
- Permitting/Approvals Coordination
- Construction Management

- Construction Document and Contract Preparation
- Construction Engineering and Inspection
- Construction Phase Materials Testing
- Landscape Architecture
- Public Engagement Support

Project types may include but are not limited to:

- Parking lot design/renovation
- Pathway design/renovation
- Monument sign design/renovation
- Irrigation plans
- New Building Design/Construction
- Building/Facility Renovation
- Traffic Control Plans
- Interior Space Planning
- Façade Improvements
- Structural Assessments

Request for services would be for projects (capital or operational) currently budgeted and approved by The Woodlands Township Board of Directors, where it is determined that civil engineering, architecture, and/or landscape architecture services from a qualified firm(s) would be required. The amount of work for this 36-month contract is anticipated to be no less than \$100,000 and no more than \$2,000,000.

The Township may contract with other qualified firms for civil engineering, architecture, and/or landscape architecture services at its sole discretion, outside of work performed under this agreement. Work shall be completed under the various standards set forth by the Texas Board of Professional Engineers and Land Surveyors and/or Texas Board of Architectural Examiners (TBAE)/Landscape Architectural Accreditation Board (LAAB). Work may include but is not limited to:

1. Design and/or Bidding Services- This task consists of all services necessary for the design and/or bidding phase of a project and may include the following services:
 - a. Analyze and assess existing condition of facilities (parking lots, pathways, pathway bridges, drainage structures, landscape, irrigation, etc.)
 - b. Create designs for requested improvements: parking lots, pathways, monument signs, landscape, irrigation. Designs should incorporate applicable Township, ADA, and industry standards, etc.
 - c. Develop bid and construction documents, specifications, and drawings.
 - d. Prepare an opinion of probable cost (OPC) for budget purposes and facilitate value engineering process, if required.
 - e. Prepare documents for any and all permits or approvals, as needed.
 - f. Attend meetings (virtual, in person) with Township Staff and/or Board of Directors
 - g. Obtain sub-consultants, as needed and with the approval of The Township, for work outside of the firm's normal scope.
2. Architecture Services (Landscape and Building)- This task consists of all services necessary for the administration of the project architecture stage, and may include the following services:
 - a. Attend a Pre-Design Meeting.
 - b. Provide written clarification regarding design and specification questions.

- c. Develop conceptual designs and preliminary sketches.
 - d. Create detailed architectural drawings and renderings.
 - e. Conduct site analysis and feasibility studies.
 - f. Provide recommendations to address changed or unknown conditions that may appear during the design phase.
 - g. Prepare and submit design application requests to The Woodlands Township.
 - h. Review and make recommendations to The Woodlands Township on design drawings, product submittals, test results, and other submittals.
 - i. Prepare design change orders and extra work orders for the contractor and make recommendations for their approval.
 - j. Attend weekly design progress meetings, as necessary.
 - k. Prepare and submit project completion punch list items to the Contractor and Township Department and oversee its completion.
 - l. Ensure the contractor provides “As-Built” plans and specifications. “As-Built” plans and specifications shall be submitted as a hard copy and on CD/Jump drive (example - .doc, .dwg, .xls file types) in a compatible format.
3. Construction Services- This task consists of all services necessary for the administration of the project construction stage, and may include the following services:
- a. Attend a Pre-Construction Meeting.
 - b. Provide written clarification regarding drawing and specification questions.
 - c. Provide recommendations to address changed or unknown conditions that may appear during construction.
 - d. Prepare and submit pay application requests to The Woodlands Township.
 - e. Review and make recommendations to The Woodlands Township on shop drawings, product submittals, test results and other submittals.
 - f. Prepare change orders, and extra work orders for contractor and make recommendations for their approval.
 - g. Attend weekly construction progress meetings, as necessary.
 - h. Prepare and submit project completion punch list items to the Contractor and Parks and Recreation and oversee its completion.
 - i. Ensure contractor provides “As-Built” plans and specifications. “As-Built” plans and specification shall be submitted as a hard copy and on CD/Jump drive (example - .doc, .dwg, .xls file types) in a compatible format.
4. Submittals may include-
- a. Meeting minutes (kick off, pre bid, construction, etc.).
 - b. Bid documents – including plans, specifications, contract documents, and cost estimate.
 - c. Value Engineering, if needed.
 - d. Shop Drawings, materials and samples submittals reviews.
 - e. Project completion “Punch List.”
 - f. Construction Project Close-Out Checklist.
 - g. Letter of certification of project completion.

PROJECT TIMELINE

- Release Request for Qualifications- June 2025
- Board Review/Approval: August 2025
- Commencement of Work: September 2025
- End of Three Year Term- August 2028

FEES

The Woodlands Township will negotiate with the selected consultant(s) a fee for the services identified in this RFQ. Project fees shall be billed on a cost reimbursement basis per project. If negotiations fail with the consultant chosen by the Board of Directors, negotiations will then commence with the next highest rated consultant and so forth.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

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.

The Woodlands Township has set a DBE contract goal for this procurement of 1.67%. The Proposer shall make a good faith effort to achieve this goal for the project. In order to comply with this program, the Proposer shall either submit the DBE Contractor Certification Form and Letter of Intent stating that there is at least 1.67% DBE Participation for this contract. If the Proposer fails to obtain the DBE Participation, the Proposer may submit their Good Faith Effort documentation within five (5) business days after the Proposal Due Date. Failure to submit the Good Faith Effort documentation will deem the Proposer non-responsive and the Proposal will be rejected. For documentation on Good Faith Effort, please see Attachment C.

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.

SUBMITTAL FORMAT

Each submittal shall be typewritten, single spaced, and submitted on 8 ½" x 11" white paper. Two (2) copies of the submittal must be provided including one unbound copy suitable for photocopying and/or scanning. A submittal shall not exceed 20 pages in length, excluding cover page, table of contents, tabs, and attachments. The 20-page limit does not include resumes of an entities staff, which should be included as an attachment.

SUBMITTAL REQUIREMENTS

Submittals shall be firm for a period of 90 days following Submittal Date. Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in the RFQ document and Selection Criteria. Any cost or expense incurred by the Respondent that is associated with the preparation of the submission, or the selection process shall be borne solely by the Respondent. All submissions become property of The Woodlands Township upon receipt and will not be returned. All submissions will be kept confidential through the negotiation process. Once the contract has been awarded, all information held by The Woodlands Township will be subject to the State of Texas Open Records Act. Submissions submittals shall contain the following information, which is further outlined in **Items A through F**:

A. COVER LETTER

One page cover letter of interest that includes the firms understanding of the requirements related to the RFQ, a synopsis of the prime firm and sub-consultants/contractors (if any), the team's qualifications, the project manager and primary contact. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFQ.

B. PROJECT TEAM

Identify the project principal, the project manager, key staff and sub consultants. Present a brief discussion regarding how the team's qualifications and experience relate to the potential projects. Elements that will be considered by the panel when reviewing your submittal:

- ☐ Statement of Qualifications and relevant individual experience.
- ☐ Unique knowledge of key team members relating to the project.
- ☐ Experience on projects as a team.
- ☐ Key staff involvement in project management and on-site presence.
- ☐ Time commitment of key staff.
- ☐ Qualifications and relevant sub consultant experience.

C. FIRM CAPABILITIES

Elements that will be considered:

- ☐ Services firm provides (engineering, landscape architecture, survey, etc.).
- ☐ Services firm does not directly provide (engineering, landscape architecture, survey, etc.); and how these services would be provided.
- ☐ Are the lines of authority and coordination clearly identified?
- ☐ Are essential management functions identified?
- ☐ Are the functions effectively integrated? (e.g., sub consultants' role delineated).
- ☐ Current and projected workload.

D. PRIOR EXPERIENCE

Use this portion of your submittal to describe relevant experience with the project type described in the RFQ document and various services to be provided. Elements that will be considered by the panel when reviewing your submittal:

- ☐ Experience of the key staff and firm with projects of similar scope and complexity.
- ☐ Demonstrated success on past projects of similar scope and complexity.
- ☐ Development of conceptual designs.
- ☐ Prior experience with The Woodlands Township (or its predecessors).

E. PROJECT APPROACH

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- ☐ Budget Methodology/Cost Control.
- ☐ Schedule- Manage the required work to meet the established schedule-see above.

F. REFERENCES

Please submit for this project a minimum of three (3) and a maximum of five (5) references (with contact information) for similar projects.

G. REQUIRED FORMS

Please submit the signed versions of Attachment A and B along with DBE Good Faith Efforts if required. This documentation will not count against the page count.

SELECTION CRITERIA (100 Points Possible)

The Woodlands Township will conduct a comprehensive, fair, and impartial evaluation of all submissions received:

- A- Cover Letter- 0 Points.
- B- Project Team- 25 Points- Management, team organization (including sub consultants) and skill of key team members.
- C-Firm Capabilities-25 Points- Outline of the services the firm does and does not provide, and how sub consultants (if used) would be integrated into the scope
- D- Prior Experience- 25 Points- Experience of key staff, experience with civil engineering and landscape architecture for identified projects in the Scope.
- E- Project Approach- 20 Points- Project approach and understanding of objectives and constraints.
- F- References- 5 Points.

INTERVIEWS

After the written submissions are received and initially evaluated, The Woodlands Township may require one or more of the Candidates to provide an oral presentation as a supplement to their statements. Any Candidates required to interview should be prepared to discuss and substantiate any area of their qualifications. The presentation should demonstrate the firm's experience in providing services for similar projects, experience in the coordination of construction activities with other design firms, projects, and entities, along with any other items covered by the Statement of Qualifications (SOQ) submitted. Based on the SOQ's and interviews, the Consultant Selection Committee will determine the most highly qualified firms on the basis of demonstrated competence, experience, and qualifications for each project.

As stated in the Township's Guidelines for FTA-Funded Procurements policies and procedures, which supersede local Township guidelines, the Township may set a competitive range of proposals with the highest-ranked proposals to move forward in consideration. For offerors in the competitive range, the Township will allow them to provide a presentation or interview to discuss outstanding questions, clarifications, or any other facet of the procurement. After the presentation or interview, the Township will either re-rank the proposals against the criteria or rank the offerors in a new criterion regarding their presentation or interview. If the Township chooses to do interviews in the evaluation process, the Township will add additional selection criteria to the evaluation and will allow for an additional twenty (20) points to the evaluation criteria listed above.

The Woodlands Township is under no obligation to grant interviews to any Candidate receiving a copy of this RFQ and/or submitting a written statement in response to the RFQ. During interviews, if any, verbal questions and explanations will be permitted. The Woodlands Township reserves the right to exclude any persons from interviews as it deems in its best interest.

SELECTION:

The Woodlands Township will review the submissions based on the selection criteria noted above. Price will not be a selection criterion. The highest scoring submissions will be recommended for this project. If the Township is unable to enter into an agreement with the firm that has the highest scoring submissions, then negotiations will commence with the second highest scoring firm, and so on.

The most qualified Respondent(s), as established via the scoring criteria, will be selected for this job. The Township will negotiate with the most qualified Respondent(s) in order to reach a fair and reasonable price.

The Township may select or create a short list of viable candidate firms/teams. Once the short list has been determined, there may be an oral interview and/or presentation session scheduled for the highest ranked firms. All short-listed firms will be notified of the top respondent selected based upon presentations and references.

Negotiations will be initiated with the top-ranked firm(s) on the short list. The firm(s) will be contacted and requested to meet with the Township to develop a detailed proposed scope of work and a schedule of fees for that work. The price proposal generated should substantially reflect the same composition and level of involvement as presented in the Statement of Qualifications.

SUBMITTAL DEADLINE

Specific requirements for submittals are outlined in the Request for Qualifications. In order to facilitate review, two (2) copies of submittals must be provided including one unbound copy suitable for photocopying and/or scanning. Submittals must be sent to:

Chris Nunes, CPRE, Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, Texas 77381

Deadline for receipt (mailed or hand delivered) is **July 14, 2025, at 1:00 pm CDT**. Please mark outside of sealed package **“REQUEST FOR QUALIFICATIONS Civil Engineering, Architecture, and/or Landscape Architecture Services C-2025-0352”**. Late submittals will be rejected without consideration. The Woodlands Township assumes no responsibility for costs related to the preparation of submittals.

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 and Appendix II of 2 CFR Part 200, Uniform Guidance, which would be binding upon any contractors (and subcontractors) working on behalf of the Township on FTA-funded projects.

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.

Attachment A
CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
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.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> Name of Officer </div>		
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.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div>		
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.		
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).		
7		
<div style="border-bottom: 1px solid black; width: 100%;"> Signature of vendor doing business with the governmental entity </div>		<div style="border-bottom: 1px solid black; width: 100%;"> Date </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.

Attachment B – FTA Clauses and Certifications

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

FOR ALL PROCUREMENTS

I. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

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

II. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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

III. ACCESS TO RECORDS AND REPORTS

1. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Township, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations,

excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

IV. FEDERAL CHANGES

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

V. CIVIL RIGHTS REQUIREMENTS

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

- recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

VI. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

VII. ENERGY CONSERVATION REQUIREMENTS

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

VIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 3.51%. A separate contract goal has not been established for this Contract.
2. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49

CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Township. In addition, the Contractor may not hold retainage from its Subcontractors.
4. The Contractor must promptly notify the Township, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Township.
5. The Contractor must complete the attached Certification Forms at the end of these clauses.

IX. FLY AMERICA (FOR PROCUREMENTS INVOLVING FOREIGN TRANSPORT OR TRAVEL BY AIR)

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

X. CARGO PREFERENCE

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

XI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages - The Woodlands Township shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the

clauses set forth in paragraphs (1) through (4) of this section.

XII. ADA ACCESSIBILITY

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
3. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
4. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
5. The Contractor and all Subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation.
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation.
 - c. 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation.
 - d. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation.
 - e. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation.
 - f. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation".
 - g. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC.
 - h. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation.
 - i. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation.
 - j. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation.

- k. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

XIII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICE OR EQUIPMENT

- 1. Contractors are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - d. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment **and services, and to ensure that communications service to users and customers is sustained.**
 - e. Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractors represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Township that would cause the Agency to be in violation of the prohibition contained in the Act.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

XIV. TRAFFICKING IN PERSONS

1. Contractor agrees that it and its employees that participate in the contract, may not:
Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder.
Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

XV. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

1. The contractor hereby certifies the following:
 - a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
 - b. Agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

XVI. MOTOR CARRIER SAFETY

1. Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:
 - a. U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is

engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;

- b. The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- c. required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- d. The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
- e. gulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
- f. The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

XVII. SAFE OPERATION OF MOTOR VEHICLES

- 1. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Owner. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XVIII. PROTECTION OF SENSITIVE AND PERSONALLY IDENTIFIABLE INFORMATION

- 1. Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

XIX. NO ASSIGNMENT

- 1. 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 Contractor under the underlying contract and may be considered void for all purposes at the election of the Township.

XX. PROTESTS

1. *Pre-Bid Protests*: Protests pertaining to the scope of services, bid 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 bid 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.
 - a. 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.
2. *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 bid procedure that had been violated. Untimely or late protests will not be considered.
 - a. 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.
 - b. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.
3. Contracting Officer Contact:
The Woodlands Township
Monique Sharp, President/CEO
2801 Technology Forest Blvd.
The Woodlands, TX 77381

FOR PROCUREMENTS OVER \$10,000

XXI. TERMINATION

1. Termination for Convenience (General Provision) The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit from work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The Township to be paid the Contractor. If the Contractor has any property in its possession belonging to The

Township, the Contractor will account for the same and dispose of it in the manner The Township directs.

2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Township may terminate this contract for default. Termination shall be affected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
 - a. If it is later determined by the Township that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Township, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the Township in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
4. If Contractor fails to remedy to Township's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Township setting forth the nature of said breach or default, Township shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Township from also pursuing all available remedies against Contractor and its sureties for said breach or default.
5. Waiver of Remedies for any Breach In the event that Township elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Township shall not limit Township's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
6. Termination for Convenience (Professional or Transit Service Contracts) The Township, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Township shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
7. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Township may terminate this contract for default. The Township shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Township.

XXII. RECYCLED PRODUCTS

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

XXIII. BROOKS ACT

On November 30, 2005, the President signed into law the Transportation, Treasury, Housing and Urban Development, the Judiciary, the District of Columbia, and Independent Agencies Appropriations Act, 2006 (119 Stat. 2396; Public Law 109- 115, HR 3058 ("the FY 2006 Appropriations Act"). Section 174 of this Act, amends 23 U.S.C. §112(b)(2) relating to the award of engineering and design services (A&E) contracts that are directly related to a construction project and use Federal- aid funding. This amendment strikes existing provisions of law and requires that these contracts shall be awarded in the same manner as a contract for architectural and engineering services is negotiated under the "Brooks Act" provisions contained in chapter 11 of 40 U.S.C.

The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price. Engineering and design related services are defined in 23 U.S.C. §112 (b)(2)(A) and 23 C.F.R. §172.3 to include program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or other related services. These other services may include professional engineering related services, or incidental services that may be performed by a professional engineer, or individuals working under their direction, who may logically or justifiably perform these services.

FOR PROCUREMENTS OVER \$25,000

XXIV. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

FOR PROCUREMENTS OVER \$100,000

XXV. LOBBYING RESTRICTIONS

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

the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY 31, U.S.C. § 1352 (AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995). ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

FOR PROCUREMENTS OVER \$150,000

XXVI. BREACHES AND DISPUTE RESOLUTION

1. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by The Woodlands Township's President/Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the President/Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the President/Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Performance During Dispute - Unless otherwise directed by the Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. 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.

4. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Township and the 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.
5. 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 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.

XXVII. CLEAN AIR

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

XXVIII. CLEAN WATER REQUIREMENTS

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

DBE Contractor Certification Form

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

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

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

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

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED. ADD ADDITIONAL PAGES, IF NEEDED.

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

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

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

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

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

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

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

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

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

DATE: _____

DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Attachment C

Appendix A to [49CFR](#), Part 26—Guidance Concerning Good Faith Efforts

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible

timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the

apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in [§ 26.53\(b\)\(2\)](#)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

- VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts except in design-build procurement.