



The Woodlands Township Park and Recreation

Invitation for Bid - Aquatic Facility Chemical Delivery

Project A: C-2025-0376 (Chemical Delivery – Liquid)

Project B: C-2025-0375 (Chemical Delivery – Dry)

SCOPE: The Woodlands Township is requesting bids for services to provide assorted aquatic facility treatment chemicals for twenty (20) locations throughout the community that are operated by The Woodlands Township, for a period of twelve (24) months (January 1, 2026 to December 31, 2027).

This Bid is being separated into two projects, which may be awarded together or separately:

- C-2025-0376 (Project A) - Liquid Chemical Delivery to Sites (Mini-Bulk)
- C-2025-0375 (Project B) – Dry or Packaged Goods
- Bidders will be able to submit a bid for either Project A or Project B without being required to bid on the other Project but must include delivery pricing for all products within a specific project in order for a bid to be considered.

Mandatory Pre-Bid Meeting 1 p.m. CST	Thursday, September 4, 2025
The Woodlands Township Townhall, 2801 Technology Forest Boulevard, The Woodlands, Texas 77381	
Deadline for Written Questions by 5:00 p.m. CST	Thursday, September 11, 2025
Attn: Cynthia Roberts croberts@thewoodlandstownship-tx.gov	
Bids Due by 1:00 p.m.	
Sealed bids, addressed to The Woodlands Township, 8203 Millennium Forest Dr, The Woodlands, Texas 77381	Friday, September 19, 2025
Attention: Cynthia Roberts, Aquatics Superintendent	

General Standards and Specifications

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

1	GENERAL	Bidders Initials
1.1	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.2	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
1.3	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at www.thewoodlandstownship-tx.gov/bids .	
1.4	Bidders should carefully examine the bid documents, specifications and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.5	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of the addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.6	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.7	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid. Bid pricing must be valid for 90 days from submittal.	
1.8	Manufacturer's specifications, when used, are to be considered informative to give the bidder information as to the type and kind requested. Proposals of any reputable manufacturer's regularly produced product of such item similar and substantially equivalent will be considered.	
1.9	Alternative products may only be quoted in an additional <i>or alternate</i> bid, but not in place of the existing bid tabulation sheet.	
1.10	Evaluation of Bid considers the following considerations: price, quality, references, delivery history, proposed delivery schedule, and vendor's experience.	
1.11	There will be no public bid opening; however, bid tabulations and related bid documents will be released once the Board of Directors has reviewed and approved them.	

1.12	Any alterations, additions or deletions, to either the instructions to bidders, or the proposal form shall constitute the bid(s) as unacceptable.	
1.13	It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, offices, terminals, parks, pools, and sports fields and associated operations are continually growing and evolving. The successful contractor must be capable of handling contract additions or reductions throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.14	Contractor shall be capable of receiving communication by web, email, or via phone call/message.	
1.15	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Township to Contractor unless agreed upon in advance in writing by the Township.	
1.16	Contractor shall remove all rubbish, waste and discarded material on a daily basis that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.17	Each employee will be identified by a company uniform (shirt, pants or cap) and vehicles will be clean, and all marked with company name.	
1.18	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
1.19	Equipment must be well maintained and in good condition.	
1.20	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.21	Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Friday or as directed by the Aquatics Superintendent. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with lake/pond, park and/or community activities.	
1.22	The facilities will remain open for use by the public when contractor is performing its maintenance operation.	
1.23	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas in and around where the work is taking place.	
1.24	Contractor shall be responsible for any documented damage to Owner's facility as a result of delivery, including but not limited to curbs broken by truck/liftgate, spills causing necessary painting or damage to concrete, or spills causing replanting of park turf or plants.	
1.25	Service can only be requested by authorized personnel who include Township staff having a title of Supervisor, Superintendent/Manager, Asst. Director, Director, Assistant General Manager, or President/General Manager.	
1.26	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by The Woodlands Township designee.	
1.27	The following exhibits are within this document: Exhibit A - Pool Treatment Chemical Delivery Standards and Specifications Exhibit A1 - Mini Bulk Delivery Project A Exhibit A2 - Average Historical Annual Use, Bulk Dry or Packaged Goods Project B	

	Exhibit B1 - Bid Tabulation Form, Mini Bulk Delivery Project A Exhibit B2 - Bid Tabulation Form, Bulk Dry or Packaged Goods Project B Exhibit C - Bid Tabulation FormBid Certification Exhibit D - Addendum Acknowledgement Exhibit E - Conflict of Interest Questionnaire Exhibit F - References Exhibit G - Statement of Qualifications Exhibit H - Subcontractors Exhibit I - Insurance Requirements Exhibit J - Bid Bond Sample Exhibit K - Performance/Payment Bond Sample Exhibit L - Bid Submission Checklist	
2	LAWS, REGULATIONS, AND INSURANCE	Bidders Initials
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to The Township copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
2.5	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
2.6	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
2.7	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meet the requirements as identified herein. Proof of Insurance must be provided before any work is to begin.	
3	INSTRUCTIONS	Bidders Initials
3.1	Contractors are encouraged to visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations.	

3.2	INTERPRETATIONS AND ADDENDA- All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Cynthia Roberts, Aquatics Superintendent, croberts@thewoodlandstownship-tx.gov . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. All questions are to be received no later than Thursday, September 11 at 5:00 p.m. CST . Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website http://www.thewoodlandstownship-tx.gov/bids	
3.3	Sealed bids , addressed to The Woodlands Township, 8203 Millennium Forest Dr , The Woodlands, Texas 77381, Attention: Cynthia Roberts, Aquatics Superintendent, must be received at the above address no later than Friday, September 19, 2025 at 1:00 p.m. CST for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide Township pool treatment chemical delivery services based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package. No electronic bids or email bids will be accepted.	
3.4	Each sealed envelope containing the bid(s) must be clearly marked on the outside BID for 2026 Aquatic Facility Chemical Delivery C-2025-0375 (and/or C-2025-0376 as applicable) and the envelope should bear on the outside the name of the bidder and company their address.	
3.5	All companies bidding on this project must include the information outlined in the ITEMS TO BE INCLUDED IN BID SUBMITTAL such as bid checklist, bid bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.	
3.6	All Bids must be made on the required BID TABULATION FORM. All blanks spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. For example, the Township is unable to entertain a partial bid on C- 2025-0376 for mini-bulk liquid bleach that does not also include acid delivery in the bid.	
3.7	Bidder is required to submit three (3) references of previous projects of similar or like nature.	
3.8	Bid Bond -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of \$2,500.00, payable to The Woodlands Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.	
3.9	Performance/Payment Bond -Contractor is required to provide The Woodlands Township a performance/payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost (s). See attached for sample of Performance Bond. The performance bond must be obtained each year of the contract.	
4	SCOPE OF WORK	Bidders Initials
4.1	The contract for these services, if awarded, shall be for twenty-four (24) months (January 1, 2026 – December 31, 2027) . Any and all financial obligations of The Woodlands Township under the proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	
4.2	Within ninety (90) days before the expiration of the Initial Term (December 31, 2027), The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the "Renewal Notice") for an additional period of time. (the "Renewal Term"). If	

	The Woodlands Township delivers the Renewal Notice, the Parties shall within thirty (30) days from the date of receipt of the Renewal Notice, use good faith efforts to negotiate the terms and conditions of the Renewal Term. Any agreed upon Renewal Terms shall be in writing and executed as a Modification of the Agreement. In the event the Parties are unable to agree upon the terms and conditions for the Renewal Term, then the Agreement shall expire upon the expiration of the current Term or otherwise terminate pursuant to the terms of the Agreement. Renewal Terms will be limited to a maximum of two (2), two (2) year renewal periods.	
4.3	Selected Contractor to supply all necessary, personnel, tools, machinery, materials, supplies and equipment to perform the work as specified herein.	
4.4	Contractor is responsible for obtaining such supplies, materials and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	
4.5	Service locations are public and extremely sensitive to disruption. Contractor must ensure the general public and user's safety when performing services in and around all locations.	
4.6	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
4.7	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	
4.8	Delivery standards and specifications – See Exhibit A	
5	INVOICING AND PAYMENT	Bidders Initials
5.1	Unit prices shall remain in effect for the length of this agreement (January 1, 2026 – December 31, 2027). Should the Contractor and The Woodlands agree to extend the agreement (see section 4.2) Contractor may request an increase in the unit prices after the end of the first year of the Contract term. Upon receipt of the written request by the contractor to increase the unit prices, the fees shall be adjusted to reflect changes in the cost of operations excluding capital costs, as reflected by fluctuations in the Consumer Price Index ("CPI") for Series ID: CUUR0000SA0L1E Not seasonally adjusted, South Urban, Area Code: S37B. All Items as published by the U.S. Department of Labor; Bureau of Labor Statistics. The fees shall be increased for the ensuing Renewal Period by an amount equal to the new CPI rate. Notwithstanding, the CPI rate shall not increase during any year by more than three percent (3%).	
5.2	Evaluation of bid considers the following considerations: price, references, familiarization with The Woodlands, etc.	
5.3	THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.	

5.4	Unit price shall be inclusive of all charges (staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).	
5.5	All invoices will have a reference number that matches the delivery slip and shall indicate the chemical (specifying the percentage in liquid form as described in the bid specifications), pool/park location, and the unit of measurement shall be in accordance with the bid unit price. Invoices should reflect gallons delivered as accurately as possible.	
5.6	For mini-bulk liquid deliveries, payment shall be based on gallons delivered per location at time of unloading by the vendor.	
5.7	Bid prices shall be inclusive of all fees, delivery charges, pallet/cylinder charges, environmental charges, fuel surcharge, etc.	
5.8	The Woodlands Township reserves the right to deduct up to five percent (5%) from the total invoice for missed and late deliveries, or to deduct expenses incurred such as overtime, whichever may be greater, when such failures to perform are not due to extremes in weather or other conditions that are not reasonably foreseeable or within the control of the supplier. Such late penalties shall not be construed as the sole remedy for the Contractor's failure to perform in a timely manner. Failure to perform may lead to cancellation of the contract.	
5.9	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice and the Contractor is not in default under the provisions of this contract.	

Exhibit A Standards and Specifications

	POOL TREATMENT CHEMICAL DELIVERY STANDARDS AND SPECIFICATIONS	Bidders Initials
1	Chemicals shall meet all specifications and perform per The Woodlands Township requirements and needs. All chemicals shall be labeled, where applicable, <i>for pool or aquatic facility use</i> .	
2	Any quantity specified is an estimate only. The Woodlands Township will purchase the quantities necessary, at various times, to perform the intended operation.	
3	Mini-Bulk liquid chlorine must be delivered into the existing chlorine storage containers/tanks using pneumatic or other industry standard methods. During each visit, the tanks should be filled up to designed capacity . No partial deliveries unless agreed upon emergency. Chlorine cannot be delivered or wheeled in pre-filled drums of any size.	
4	Muriatic or Sulfuric acid must be delivered in 30 gallon returnable drums (provided by contractor) for pools/fountain as specified in Project A, or 1 gallon bottles for spraygrounds as specific in Project B. (60-gallon minimum should be stored at each location at all times.	
5	Deliveries to the Waterway Square (WWSQ) Fountain area should especially keep in mind the public nature of the location and make all reasonable efforts to complete deliveries prior to 8:00am whenever possible. Parking strategies at or near WWSQ can be discussed with the Town Center Superintendent.	
6	It shall be the Contractor's responsibility to have the proper fittings to connect to the existing fittings - or to fit the hoses within the existing delivery receptacle tanks - at each delivery site. It shall also be the Contractor's responsibility to provide appropriate stepladders or other mechanism for safely accessing tank inlets unless agreed upon in writing by Township staff.	
7	It shall be the Contractor's responsibility to properly cleanup any chemical spills and be responsible for any damages caused by any spill or contact made between vendor's truck and the park curb or other structure including plant life. Any and all costs associated with the spills or collisions are the responsibility of the Contractor.	
8	Transportation of chemicals shall be done only in vehicles capable of handling the material in accordance with State and Federal transportation handling and safety requirements, and vehicles which can safely enter and exit the parks without damage to the vehicle or other property. Contractor shall, if requested by The Woodlands Township, produce documentation to demonstrate compliance with such requirements (i.e. Texas Department of Transportation (TX-DOT) Certification to transport chemicals; pictures or descriptions/measurements of mini-bulk vehicles; etc.). Vehicles shall be capable of loading and unloading the chemicals as described for each chemical in the bid specifications. Forklift help by Township staff should not be assumed at any time.	

	ORDER/DELIVERY REQUIREMENTS	Bidders Initials
9	The successful bidder must conduct a meeting with The Township Parks and Recreation Department prior to first delivery in 2026.	
10	Contractor shall notify The Township of a set weekly/biweekly delivery date (preferably Wednesday or Thursday) for Project A with special consideration given to the <i>Anticipated mini- bulk routine deliveries</i> and <i>Exceptions</i> section in Exhibit A-1, and a faxed/e-mailed confirmation at the start of the contract including plan and name of driver who will deliver the chemicals. Every effort should be made to schedule chemicals to be delivered during non-programmed time (open swim, lessons, swim team, etc.) to limit exposure to the general public whenever possible.	
11	Non-scheduled deliveries are to be made within 2 business days from date of order for both Project A and Project B.	
12	Contractor will be provided the necessary facility keys and alarm codes to all delivery facilities with the exception of the (staffed) Parks and Recreation Warehouse and must return the same at the conclusion of the contract period.	
13	For the safety of the general public, Contractor must at all times be responsible to disarm alarm systems where applicable prior to deliveries, re-arm alarm systems when complete, and ensure facility gates and doors are never left unlocked or unmonitored. If another vendor attempts to gain access while Contractor is present, please contact Township personnel immediately. Do not assume responsibility for access by others.	
14	Contractor will supply a MSDS/SDS Sheet for each chemical delivered to each pool and or aquatic facility at the beginning of the contract term. Digital versions are acceptable.	

**Exhibit A-1 Average Historical Annual Use
C-2022-0222 Mini-Bulk Delivery – Project A**

<i>Facility</i>	<i>Facility Type</i>	<i>Address</i>	<i>Liquid Chlorine-Sodium Hypochlorite (gallons)</i>	<i>Muriatic or Sulfuric Acid (gallons)</i>
1. Alden Bridge	Pool	7725 Alden Bridge Drive	3,000	175
2. Bear Branch	Pool	5200 Research Forest Drive	5,500	350
3. Cranebrook	Pool	11800 Cranebrook Drive	5,500	450
4. Creekwood	Pool	3383 S. Panther Creek Drive	2,500	250
5. Falconwing	Pool	5610 Rush Haven Drive	2,500	325
6. Forestgate	Pool	7505 S. Forestgate Drive	2,500	250
7. Harper's Landing	Pool	2 N. Blair Bridge Drive	2,500	300
8. Lakeside	Pool	5001 S. Alden Bridge Drive	3,750	350
9. Ridgewood	Pool	4192 Interfaith Way	1,750	325
10. Rob Fleming Aquatic Center *	Pool	6535 Creekside Forest Drive	14,500	2,500
11. Sawmill	Pool	2200 Millpark Drive	2,500	250
12. Shadowbend	Pool	4991 Lake Woodlands Drive	3,500	200
13. Wendtwoods	Pool	8950 Creekside Green Drive	3,400	600
14. Windvale	Pool	7600 E. Windvale Circle	3,800	350
15. Waterway Square Fountains & IWF	Fountain/ Spray	31 Waterway Square Place		500
TOTAL			57,200	7,175

Anticipated Mini-Bulk routine deliveries include:

- WEEKLY at minimum for each "Pool" and "Fountain" facility type between April – September;
- BIWEEKLY at minimum March, October, and November;
- AS NEEDED only (when called, within 2 business days) from December through February, except heated pools which will be biweekly.

Exception:

* ROB FLEMING AQUATIC CENTER should be scheduled for TWICE WEEKLY routine deliveries between the months of May and August (open season) with deliveries being completed at least two full business days apart, i.e. Monday/Thursday or Tuesday/Friday.

* Creekwood, Forestgate, Lakeside, and Sawmill Pools are heated thus it may become necessary for additional deliveries weekly/biweekly in the heated months of October thru April.

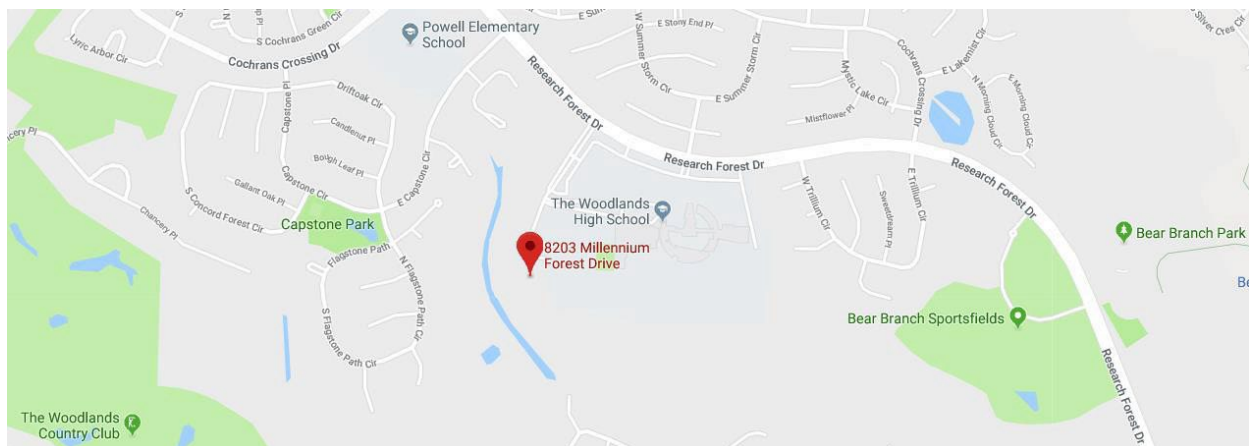
**Exhibit A-2 Average Historical Annual Use
C-2022-0221 Bulk Dry or Packaged Goods – Project B**

<i>Facility</i>	<i>Facility Type</i>	<i>Address</i>	<i>Liquid Chlorine-Sodium Hypochlorite (gallons)</i>	<i>Muriatic or Sulfuric Acid (gallons)</i>
16. May Valley	Spray	11598 May Valley Circle		30
17. Timarron	Spray	550 North Green Print Circle		30
18. Creekside Park Village Green	Spray	26400 Kuykendahl Drive		15
19. Waterway Turning Basin Fountains*	Fountains	Town Center*		150
TOTAL				345

*The Waterway Turning Basin Fountains include decorative amenities at both ends of the upper level of the Woodlands Waterway, at the “turning basins” of the Waterway. One is located at approximately 2101 Riva Row Drive and the other pair are on Mall Ring Road at the south entrance to the Woodlands Mall. **For simplicity, deliveries for these locations will be taken at the Parks and Recreation campus warehouse.**

<i>Chemical</i>	<i>Unit</i>	<i>Quantity **</i>
3 Inch Calcium Chloride Tablets (<i>Accu-Tab SI</i>)***	60 lb. bucket	60
3 Inch TriChlor Tablets	50 lb. bucket	12
Sodium Bicarbonate	50 lb. bag	200
Calcium Chloride	50 lb. bag	250
Cyanuric Acid (powdered form)	100 lb. bucket	25
Calcium Hypochlorite	100 lb. bucket	10

****Various quantities delivered to pools and aquatic facilities. Over 90% of all dry chemical deliveries will be taken at PARDES Warehouse, 8203 Millennium Forest Drive, Warehouse Building.**



***** Accu-Tab system currently in use at Waterway Square Fountain & IWF only.**

Exhibit B1 -Bid Tabulation Form C-2022-0222

Mini Bulk Liquid Chemicals Project A

Item	Description	Frequency	Unit	Delivery Location (s)	Bid Amount per Unit
Liquid Chlorine Please specify: _____%	Sodium Hypochlorite (10-12% available chlorine)	As Needed	Gallon	Various/ All	
Muriatic or Sulfuric Acid	Hydrochloric Acid (31.45%- 37%) 20-22 Degrees Baum or equal in Sulfuric	As Needed	30 Gallon returnable Drums	Various/ All	

Please specify delivery and metering systems used for delivery of sodium hypochlorite solution:

Exhibit B2 Bid Tabulation Form, C-2022-0221
Bulk Dry or Packaged Goods Project B

Item	Description	Frequency	Unit	Delivery Location (s)	Bid Amount per Unit
3-inch Chlorine Tablets	<u>Accu-Tab SI</u> (scale inhibitor) Three (3) inch (<u>Commercial Blue, Not Industrial</u>) calcium hypochlorite tablets	As Needed	Per 60 lb. Bucket	Waterway Square only	
Muriatic or Sulfuric Acid	Hydrochloric Acid (31.45%- 37%) 20-22 Degrass Baum or equal in Sulfuric	As Needed	One Gallon Container	PARDES Warehouse	
3-inch Chlorine Tablets	Trichloro-s-triazinetriene (99%)	As Needed	Per 50 lb. Bucket	PARDES Warehouse	
Sodium Bicarbonate	Granular	As Needed	50 lb. bag	PARDES Warehouse	
Calcium Chloride	94 – 97%	As Needed	50 lb. bag	PARDES Warehouse	
Cyanuric Acid	Stabilizer (powdered form)	As Needed	100 lb. bucket	PARDES Warehouse	
Calcium Hypochlorite	Granular Chlorine (60 - 75% strength)	As Needed	100 lb. bucket	PARDES Warehouse	

Performance/Payment Bond - Project A	Price \$
Performance/Payment Bond - Project B	Price \$

Exhibit C -Bid Certification

I, _____, certify that this bid, including the listed unit price in the bid tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to honor the unit prices as submitted throughout the term of the Pool Treatment Chemical Delivery and abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

SIGNATURE

PRINT/TYPE NAME

DATE SIGNED

TITLE

PHONE NUMBER

COMPANY

EMAIL

Exhibit D - Addendum Acknowledgement

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

Addenda #1 _____ Date Received _____/_____/ 2025
MM DD

Addenda #2 _____ Date Received _____/_____/ 2025
MM DD

Addenda #3 _____ Date Received _____/_____/ 2025
MM DD

Exhibit E - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
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="border: 1px solid black; height: 30px; margin-top: 5px; text-align: center;">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. <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>		
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="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Date</div> </div> </div>		

Exhibit F -References

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

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

Exhibit G –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 Aquatic Facility Chemical Delivery service business? Under what firm or trade names and how long under each?

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

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

7. General character of work performed by your firm - _____
8. Has your firm ever failed to complete any work awarded to you?
Yes_____No_____If "Yes", where and why?

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

10. List 5 projects of similar size and scope:

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

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

Yes____No____If "Yes", PROVIDE DETAILS.

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

Yes____No____If "Yes", PROVIDE DETAILS.

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

DATED AT _____, this____day of _____, 20_____.

(SEAL)

(Name of Bidder)

By _____

(Signature)

Title _____

Exhibit H – 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 I - Insurance Requirements

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

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

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

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

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

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

Exhibit J -Bid Bond Sample

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

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto The Woodlands Township as Oblige \$2,500.00 for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

ATTEST:

PRINCIPAL

By: _____
(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Exhibit K – PERFORMANCE/PAYMENT BOND (Sample)

_____, as principal, hereinafter call the CONTRACTOR, and _____, as surety, with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Texas, are hereby bound unto The Woodlands Township, as obligee, in the sum of 100% of the value of the Contract amount in United States currency, for the payment of which sum the CONTRACTOR and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the CONTRACTOR has entered into a written contract with the Township dated January 1, 2023, for Pool Treatment Chemical Delivery in accordance with plans and specifications referenced in the Contract associated with the Pool Treatment Chemical Delivery C-2022-0221 and C-2022-0222.

NOW THEREFORE, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract for twelve (12) months, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond.

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

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

EXECUTED on this _____ day of _____, 2022

BY: _____
(Contractor)

ATTEST:

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

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

Exhibit L -Bid Submission Checklist

Only items marked with an X are applicable to this bid

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

Vendor must initial each required task as it is completed.

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

Vendor Name:					
Individual submitting:					
Contract Number					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
YES	General Specifications and Acknowledgement		YES	References	
YES	Bid Tabulation Form		YES	Notarized Statement of Bidders Qualifications	
YES	Bid Certification		YES	Bid Bond-\$2,500	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
			YES	Signed Conflict of Interest Questionnaire (CIQ)	
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required		Acknowledged	Required		Acknowledged
YES	Form 1295 – “Certificate of Interested Parties”		YES	Payment Bond This applies to bids that exceed \$25,000	
YES	Performance Bond Requirements. This applies to bids that exceed \$25,000		YES	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
YES	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

It is the vendor’s responsibility to be thoroughly familiar with all bid requirements and specifications

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