



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

**Invitation for Bid  
2023-2025 Fleet Maintenance Bid  
Contract Number: C-2023-0001**

**PURPOSE**

The purpose of this bid is to identify a full-service maintenance facility for The Woodlands Township to send their trucks and vehicles for preventative and routine maintenance and repair. The contract will be for a term of 31 months beginning June 1, 2023, and ending December 31, 2025.

<b>Deadline for Written Questions at 5:00 p.m. CST</b>	<b>Tuesday, April 25, 2023</b>
<b>Bids Due by 1:00 p.m. CST at 8203 Millennium Forest Dr, The Woodlands, TX 77381</b>	<b>Friday, May 5, 2023</b>

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

1	GENERAL	Bidders Initials
1.1	The contract for these services, if awarded, shall be for <b>thirty-one (31) months (June 1, 2023 – December 31, 2025)</b> . Any and all financial obligations of The Woodlands Township under a proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	
1.2	Within (180) days before the expiration of the Initial Term (June 1, 2025), 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), three (3) year renewal periods.	
1.3	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.4	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
1.5	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at <a href="http://www.thewoodlandstowmship-tx.gov/bids">www.thewoodlandstowmship-tx.gov/bids</a> .	
1.6	Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.7	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.8	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.9	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.	
1.10	There will be no public bid opening; however, bid tabulations and related bid documents will be released once the Board of Directors has reviewed and approved them.	

1.11	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	
1.12	It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, and fleet inventory are continually growing and the successful contractor must be capable of handling contract additions throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.13	Contractor shall be capable of receiving communication by email, or via phone call/message/app.	
1.14	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required services. No equipment, material or personnel shall be provided by The Township to Contractor unless agreed upon in advance in writing by the Township.	
1.15	Contractor shall remove all rubbish, waste and discarded material on a daily basis that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.16	Any employee operating a Township vehicle will be identified by a company uniform (shirt, pants, or cap).	
1.17	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
1.18	Equipment must be well maintained and in good condition.	
1.19	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.20	Work shall be conducted between 7:00 a.m. and 7:00 p.m., Monday through Sunday. The Woodlands Township may direct specific times for certain work.	
1.21	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas in and around where the work is taking place.	
1.22	Service can only be requested by authorized personnel who include Township staff having a title of Foreman, Supervisor, Superintendent/Manager, Asst. Director, Director, Chief Operation Officer, or President/Chief Executive Officer.	
1.23	All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.	
1.24	Contractor is responsible for obtaining such supplies, materials, and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	
1.25	Service locations are public and extremely sensitive to disruption. Contractor must ensure the general public and user's safety when performing services in and around all locations.	
1.26	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	
1.27	All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.	
1.28	Contractor is responsible for responding to emergencies as deemed by The Township. Any emergency repair or service deemed by the Township shall be completed within 24 – 48 hours unless extenuating circumstances arise in which the contractor notifies the Township.	
1.29	Contractors must include a detailed <b>EQUIPMENT LIST</b> necessary to complete the work outlined in these specifications and submit with the bid.	
1.30	Contractor is responsible for damage to persons and property caused during the performance of contracted work.	

1.31	The Contractor will be held responsible for any damages while fleet vehicles are in the contractor's possession and shall be remedied by the contractor at no cost to the Township. Values will be based on The Township's assessment and/or appraisal in accordance to OEM parts and materials pricing.	
1.32	If through inspection and verification, in The Woodlands Township opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the Contractor.	
1.33	To reduce travel and excess vehicle wear and tear the contractor shall be located within a <b>10-mile radius</b> of The Woodlands Township Park Operations facility, which is located at 8203 Millennium Forest Drive, The Woodlands, Tx 77381. Any Contractor bidding on this contract that is outside these parameters will need signed approval from Township to allow a variance.	

<b>2</b>	<b>LAWS, REGULATIONS, AND INSURANCE</b>	<b>Bidders Initials</b>
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 <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to The Township copies of said licenses permits prior to the commencement of any work hereunder.	
2.6	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
2.7	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	
<b>3</b>	<b>INSTRUCTIONS</b>	<b>Bidders Initials</b>
3.1	Contractors should visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations.	
3.2	<b>INTERPRETATIONS AND ADDENDA-</b> All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Jared, Parks Superintendent at <a href="mailto:jdavis@thewoodlandstowtnship-tx.gov">jdavis@thewoodlandstowtnship-tx.gov</a> . 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 <b>Tuesday, April 25, 2023, at 5:00 p.m. CST</b> . Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstowtnship-tx.gov/bids">http://www.thewoodlandstowtnship-tx.gov/bids</a>	
3.3	<b>Sealed bids</b> , addressed to The Woodlands Township, 8203 Millennium Forest Drive, The Woodlands, Texas 77381, Attention: Jared Davis, Park Superintendent, must be received at the above address no later than <b>Friday, May 5, 2022 at 1:00 p.m. CST</b> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide The Woodlands Township based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package.	
3.4	Each sealed envelope containing the bid(s) must be clearly marked on the outside <b>BID for Park Fleet Maintenance Services Contract</b> Contract Number: C-2023-0001 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 <b>ITEMS TO BE INCLUDED IN BID SUBMITTAL</b> 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.	
3.7	Bidder is required to submit three (3) references of previous projects of similar or like nature size/value.	

3.8	<b>Bid Bond</b> -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of <u>\$2,500.00</u> , payable to The Woodlands Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.	
4	<b>INVOICING AND PAYMENT</b>	<b>Bidders Initials</b>
4.1	Unit prices shall remain in effect for the length of this agreement (June 1, 2023 – December 31, 2025)	
4.2	Evaluation of bid considers the following considerations: price, references, familiarization with The Woodlands, etc.	
4.3	THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.	
4.4	Unit price shall be inclusive of all charges (staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).	
4.5	<p>Fleet Vehicle invoices from the selected vendor must be submitted containing at least the following information (Also see section 5.18):</p> <ul style="list-style-type: none"> <li>• Date of Service</li> <li>• Description of Service containing the fleet number, parts, and labor</li> <li>• Description of Unit Price</li> <li>• Total Cost</li> </ul> <p><b><u>No payment will be made without backup documentation</u></b></p>	
4.7	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice, and the Contractor is not in default under the provisions of this contract.	
4.8	Contract payment will be on a monthly basis, based on a detailed invoice provided to The Township from the selected Contractor. The billing of services is on a per unit per month price which are submitted as a total monthly price.	
4.9	Monthly Statements – Contractor should provide a Monthly Statement of outstanding/pending invoices. Monthly Statement shall be sent on the 1 <sup>st</sup> day of each Month.	

5	SPECIFICATIONS	Bidders Initials												
5.1	<p>General Fleet Information:</p> <table border="1"> <thead> <tr> <th style="background-color: #90EE90;">Fleet Data</th><th style="background-color: #90EE90;">Total</th></tr> </thead> <tbody> <tr> <td>Vehicle Count</td><td>66</td></tr> <tr> <td>Average of Odometer Reading</td><td>60,299</td></tr> <tr> <td>Average of Miles Driven Per Year</td><td>9.592</td></tr> <tr> <td>Average of Years Old</td><td>5.56</td></tr> <tr> <td>Average of Repair Costs 2022</td><td>\$11,295</td></tr> </tbody> </table>	Fleet Data	Total	Vehicle Count	66	Average of Odometer Reading	60,299	Average of Miles Driven Per Year	9.592	Average of Years Old	5.56	Average of Repair Costs 2022	\$11,295	
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5.2	Tune ups, lubrications, filter changes and other services will be performed according to vehicle manufacturer's standards (OEM products).													
5.3	More complex repairs should not exceed 48 hours. Time frames will exclude weekends and holidays.													
5.4	<p>The bidder shall furnish the following with the proposal:</p> <ul style="list-style-type: none"> <li>• A list of personnel who will perform contract work.</li> <li>• The list shall identify principal service technicians and alternate service technicians.</li> <li>• The principal service technical length of service with the contractor.</li> <li>• Type of experience/certifications of such personnel.</li> </ul> <p>The service manager shall be identified by name.</p>													
5.5	All vehicles will be dropped off at the successful contractor's location. Contractor may be asked to provide towing services if the vehicle is inoperable. An additional service price for towing services will be called out in the additional services price form.													
5.6	Vehicles requiring overnight service shall be stored in a secure area at the contractor's site with precautions taken to protect the vehicle and equipment. The Township will expect any damages occurring while a vehicle is in the contractor's possession to be remedied at the contractor's expense.													
5.7	The large majority of the Township fleet are unleaded gas engines. Only one to a few vehicles are diesel engines.													
5.8	For Routine Preventive Maintenance service shall be performed within 60 minutes of delivery of vehicle. More complex repairs should not exceed 48 hours. Time frames will exclude weekends and holidays. The contractor shall notify the Township staff representative if they think maintenance, or a repair will take longer than the allotted time frame.													
5.9	<p>Oil Change/Tire Rotation service to include but not limited to:</p> <ul style="list-style-type: none"> <li>• The engine oil to be drained from the crankcase and replaced with a quality energy conserving 10-W30 SG/CC motor oil or approved OEM lubricant based on manufacturer's recommendations.</li> <li>• The oil filter is to be replaced with a new one that meets or exceeds the manufacturer's recommendations.</li> <li>• Chassis Lubrication</li> <li>• The tires are to be checked for proper air pressure.</li> <li>• A visual inspection for leakage, deterioration, or abnormal wear is to be made on the following components: drive belt(s), radiator and heater hoses, shock absorbers and/or struts, exhaust system, windshield washer. Levels are to be topped off where necessary.</li> <li>• All running and turning lights will be checked and any problems reported to the driver.</li> <li>• Tires are to be rotated according to the pattern set forth in the vehicle owner's manual</li> <li>• Inspection of all four brakes and components</li> </ul> <p>This service shall be performed within 60 minutes of delivery of vehicle.</p>													

5.10	<p>Radiator Flush service to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Antifreeze/coolant that is manufactured to meet or exceed all vehicle manufacturer specifications.</li> <li>• Antifreeze/Coolant is recycled</li> <li>• Pressure tests the vehicles cooling system.</li> <li>• Evacuate 100% of the old antifreeze/coolant.</li> <li>• Refill the cooling system with fresh antifreeze/coolant</li> <li>• Dispose of the old antifreeze/coolant in an environmentally responsible manner.</li> </ul> <p>This service shall be performed within 60 minutes of delivery of vehicle.</p>	
5.11	<p>Automatic Transmission Service to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Attach service equipment to the automatic transmission fluid cooling lines.</li> <li>• Remove the old automatic transmission fluid from the entire transmission system.</li> <li>• Replace 100% of the automatic transmission fluid with top quality fluid which meets or exceeds manufacturer's recommendation.</li> <li>• Dispose of the old fluid in an environmentally responsible manner.</li> </ul> <p>This service shall be performed within 60 minutes of delivery of vehicle.</p>	
5.12	<p>Fuel Filter Replacement to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Removing the old fuel filter.</li> <li>• Installing a new fuel filter that meets or exceeds the manufacturer's recommendation.</li> <li>• Starting the vehicle to check for leaks.</li> </ul> <p>This service shall be performed within 60 minutes of delivery of vehicle.</p>	
5.13	<p>Manual Transmission/Gearbox Service to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Drain the old transmission fluid from the transmission/gearbox.</li> <li>• Replace 100% of the transmission/gearbox fluid with top quality fluid which meets or exceeds manufacturer's recommendations. *Additional up charge for synthetic fluid.</li> </ul> <p>This service shall be performed within 60 minutes of delivery of vehicle.</p>	
5.14	<p>Tire Install service to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Tires are to be Original Equipment Manufacturer (OEM) or better. No blemished, seconds, or retreads shall be used for replacement.</li> <li>• Un-mounting/remounting the tire from/to the wheel,</li> <li>• Computer Balancing,</li> <li>• Installation of air and new valve stem,</li> <li>• Inspection of the tire for leaks after new tire is mounted.</li> <li>• Tire Install price is for the labor and materials</li> </ul> <p>This service shall be performed within 60 minutes of delivery of vehicle.</p>	
5.15	<p>Brake Service to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Inspection of the entire brake system</li> <li>• Replace pads or shoes that meet or exceed manufacturer's recommendations.</li> <li>• Lube calipers and hardware</li> <li>• Check master cylinder fluid level.</li> <li>• Check parking brake operation.</li> </ul> <p>Machine rotors or drums</p>	
5.16	<p>State Inspections inclusive of emissions testing to include but not limited to:</p> <ul style="list-style-type: none"> <li>• An inspection that meets the Texas Department of Public Safety's criteria for Annual Safety Inspections per vehicle type.</li> <li>• An inspection that meets the Texas Department of Public Safety's criteria for an Emission Test per vehicle type</li> </ul> <p>This service shall be performed within 60 minutes of delivery of vehicle.</p>	
5.17	<p>Contractor may provide to The Woodlands Township a list of additional services with specifications, prices, and service time. If approved, these services would become a part of the overall contract between the selected vendor and The Township.</p>	

5.18	<p>Invoices from must contain the following information:</p> <ul style="list-style-type: none"> <li>• Service Requested by</li> <li>• Service Date/Time</li> <li>• Labor Rate</li> <li>• Department (Parks and Recreation or IT)</li> <li>• Vehicle Number</li> <li>• Mileage</li> <li>• Description of Services and Material provided</li> <li>• Verification of Cost of Material</li> </ul> <p>Total Amount</p>	
5.19	Service can only be requested by authorized Township personnel having a title of Supervisors, Superintendents/Managers, Assistant Director, Director, and General Manager.	
5.20	Contractor warranties that for one (1) year from The Township's acceptance, the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Agreement.	
5.21	Contractor warrants that all material (including repair and Replacement parts) will function properly for a period of one (1) year from The Township's acceptance (or the manufacturer's warranty) and that such material will be new and original manufacture.	
5.22	Labor defined: An hour of work is defined as one properly credentialed mechanic working one hour (60 minutes).	
5.23	All labor rates shall be inclusive of any and all charges (shop costs, service, fuel surcharges, disposal, etc.)	
5.24	A verification of cost of materials shall be provided for any and all materials, supplies and equipment.	
5.25	Bidder has reviewed the vehicle information provided as part of this bid packet.	
5.26	The Township reserves the right to add or remove vehicles from this list at the same unit prices bid.	

## Bid Tabulation

Services	4 Quarts	5 Quarts	6 Quarts
Oil Change Conventional w/ Tire Rotation	\$	\$	\$
Oil Change Synthetic w/ Tire Rotation	\$	\$	\$
Additional Quart Conventional Oil past 6 qts.	Per Quart	\$	
Additional Quart Synthetic Oil past 6 qts.	Per Quart	\$	
Radiator Flush	Per Truck/Car	\$	
Automatic Transmission Service	Per Truck/Car	\$	
Fuel Filter Replacement	Per Truck/Car	\$	
Manual Transmission/Gearbox Service	Per Truck/Car	\$	
Brake Service	Per Break Pair	\$	
State Inspection	Per Truck/Car	\$	
Tire Install	Per Tire	\$	

<b><i>Labor</i></b>	<b><i>Unit</i></b>	<b><i>Cost Per Hour</i></b>
Labor Rate	Per Hour	\$

## Exhibit A - Bid Certification

I, \_\_\_\_\_, certify that this bid, including the listed unit price in the bid tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to honor the unit prices as submitted throughout the term of the **2023-2025 Fleet Maintenance Bid**

**Contract Numbers: C-2023-0001**

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

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Date

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Signature

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Name (please print)

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Title

---

Company Name

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Address

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Phone Number

---

E-mail address

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Cell Phone Number

## **Exhibit B - Addendum Acknowledgement**

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

Addenda #2 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2023  
MM DD

## Exhibit C - Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; padding: 5px;"><b>OFFICE USE ONLY</b></td> </tr> <tr> <td style="padding: 5px;">Date Received</td> </tr> </table>	<b>OFFICE USE ONLY</b>	Date Received
<b>OFFICE USE ONLY</b>				
Date Received				
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>			
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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	<b>Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center; margin-bottom: 10px;"> <span style="border-bottom: 1px solid black; display: inline-block; width: 150px; height: 10px; vertical-align: middle;"></span> </div> <div style="text-align: center;">Name of Officer</div>			
4	<b>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.</b>			
<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="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No       </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No       </div>				
5	<b>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.</b>			
6	<input type="checkbox"/> <b>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).</b>			
7	<div style="display: flex; justify-content: space-between;"> <div style="flex: 1; text-align: center;">Signature of vendor doing business with the governmental entity</div> <div style="flex: 1; text-align: center;">_____ Date</div> </div>			

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

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- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

## **Exhibit D -References**

Please provide information from three (3) references 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 E –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 fleet 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.

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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.

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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 compromising this Statement of Bidder's Qualifications.

DATED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(SEAL) \_\_\_\_\_

(Name of Bidder)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

## **Exhibit F – Subcontractors**

## **LIST OF SUBCONTRACTORS (Required with Bid Submittal)**

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

Subcontractor's Name

### Subcontractor's Type of Work

**If no Subcontractors are to be used, please 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 G - Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Township 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 \$1,000,000 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. Cyber Risk Insurance (including professional oversight liability) covering acts, errors, and omissions arising out of operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
- e. All insurance policies required by this Paragraph 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). Additional insured for The Woodlands Township should be on a primary and non-contributory basis.
  - (3). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - (4). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
  - (5). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
  - (6). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least thirty- (30) days' notice prior to cancellation or non-renewal of the insurance.

- (7). 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.
- (8). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (9). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (10). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.
- (11). Transmittal of proof of insurance should reference the Woodlands Township contract number (as listed in the footer below).

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 Township, furnish the Township 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 the Township 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.

The Township reserves the right to change the type of insurance required, limits required, and/or endorsements required as the Township sees fit.

**Exhibit H -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 of \$2,500.00 Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

ATTEST:

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

**Exhibit I -Bid Submission Checklist**

*Only items marked with YES are applicable to this bid*

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

*Vendor must initial each required task as it is completed.*

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

<b>Vendor Name:</b>					
<b>Individual submitting:</b>					
<b>Contract Number</b>					
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-\$2,500.00	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
NO	State Texas Licensed Pesticide Applicator		YES	Signed Conflict of Interest Questionnaire (CIQ)	
NO	State Texas Licensed Irrigator		NO	Equipment List	
NO	Staffing and Operations Plan		YES	Supporting Documents	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>					
Required	Acknowledged	Required		Acknowledged	
YES	Form 1295 – “Certificate of Interested Parties”		NO	Payment Bond This applies to bids that exceed \$25,000	
NO	Performance Bond Requirements. This applies to bids that exceed \$25,000		YES	Worker's Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
YES	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

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

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

## Fleet Inventory

Vehicle Vin Number	Year	Make/Model
1GCHC24U26E268479	2006	Chevy C 2500
1GCHC24U16E269185	2006	Chevy C 2500
1GCNCPEA9BZ322481	2011	Chevy C 1500
1GCNCPEA8BZ322620	2011	Chevy C 1500
1FTBF2A65DEA18511	2013	Ford F-250
1FTNF1CF1DKE83731	2013	Ford F-150
1FTBF2B66DEB19975	2013	Ford F-250
1FTFX1CF7DKE83735	2013	Ford F-150
1FTBF2A68DEB25049	2013	Ford F-250
1FTBF2A64DEB25050	2013	Ford F-250
AFTBF2A60FEC64305	2015	Ford F-250
1GCHSBE34G1206115	2016	Chevrolet Colorado
1FT7X2A62FEC64308	2015	Ford F250
1FT7X2A64FEC64309	2015	Ford F250
1FTBF2B64FEC64306	2015	Ford F250
1FTBF2A67GEA59615	2016	Ford F250
1FTBF2A69GEA59616	2016	Ford F250
1FTBF2A60GEA59617	2016	Ford F250
1FTMF1CF0FKF08925	2015	Ford F150
1FTMF1CF6GKD59115	2016	Ford F150
1FTBF3A60GEB86938	2016	Ford F350
1FTBF3A69GEB86937	2016	Ford F350
1FDRF3G6XGEA59647	2016	Ford F350
1FTEX1CF6GKD66731	2016	Ford F150
1FTEX1CF4GKD66744	2016	Ford F150
1GCNCNEC6GZ283149	2016	Chevrolet Silverado
1GCNCNEC4GZ285577	2016	Chevrolet Silverado
1GCNCNEC7GZ287274	2016	Chevrolet Silverado
1GCNCNECXGZ285406	2016	Chevy Silverado 1500
1FTBF2A63GED00506	2016	Ford F250
1FTBF2A65GED00507	2016	Ford F250
1FDUF4GT9GEC44861	2016	Ford F450
1FTMF1CF8HKD76757	2017	Ford F150
1FTEX1CFXHKD76759	2017	Ford F150
1FTEX1CF6HKD76760	2017	Ford F150
1GCRWAEH3LZ253095	2020	Chevrolet Silverado
2GC2CREG3K1239379	2019	Chevrolet Silverado

3GCPWAEFXMG183330	2021	Chevy 1500
3GCPWAEF1MG157280	2021	Chevy 1500
1GB4WRE74MF164871	2021	Chevy 3500
3GCPWCED6NG152667	2022	Chevrolet 1500
3GCUYAED0NG170499	2022	Chevrolet 1500
3GCUYAED7NG170497	2022	Chevrolet 1500
3GCUYAED5NG170501	2022	Chevrolet 1500
3GCUYAED7NG170502	2022	Chevrolet 1500
3GCUYAED9NG170503	2022	Chevrolet 1500
1GC1YLE75PF119464	2023	Chevrolet 2500
1GC1YLE72PF123505	2023	Chevrolet 2500
1GC1YLE72PF119180	2023	Chevrolet 2500
1GC1YLE7XPF118567	2023	Chevrolet 2500
1GC1YLE71PF123446	2023	Chevrolet 2500
1GC1YLE71PF119140	2023	Chevrolet 2500
1GC1YLE73PF124212	2023	Chevrolet 2500
1GC1YLE79PF123193	2023	Chevrolet 2500
<b>Information Technology</b>		
2C4RDGCG63R229019	2011	Dodge Caravan