



**The Woodlands Township  
2801 Technology Forest Blvd.  
The Woodlands, TX 77381**

**Invitation for Bid**

**Contract Number: C-2023-0030**

**2023-2026 Plumbing Services**

<b>Mandatory Pre-Bid Meeting Bid at 9:00 a.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>January 25th, 2023</b>
<b>Deadline for Written Questions at 5:00 p.m. CST</b>	<b>January 30th 2023</b>
<b>Bids Due by 5:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>February 8th, 2023</b>

**Scope:** Provide all equipment, labor, and materials for plumbing maintenance services and as needed repairs for new and existing facilities in accordance with these specification for all Township facilities including but not limited to parks, sports fields, offices, fire stations, park and ride terminals, swimming pools, for the remainder of a period of 36 months as outlined in this bid packet. (April 1, 2023-March 31, 2026).

## General Standards and Specifications

Bidder shall **complete every space** in the bidder proposal column with either **Bidder 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	Bidder 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 <a href="http://www.thewoodlandstowmship-tx.gov/bids">www.thewoodlandstowmship-tx.gov/bids</a> .	
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 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.	
1.8	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.	

1.9	Any alterations, additions, or deletions, to either the instructions to bidders, or the proposal form shall constitute the bid(s) as unacceptable.	
1.10	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 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.	
1.11	Contractor shall be capable of receiving communication by web, email, or via phone call/message.	
1.12	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.	
1.13	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.	
1.14	Each employee will be identified by a company uniform (shirt, pants, or cap) and vehicles will be clean, and all marked with company name.	
1.15	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.	
1.16	Equipment must be well maintained and in good condition.	
1.17	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.18	The facilities may remain open for use by the public when contractor is performing its maintenance operation.	
1.19	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.	
1.20	Each contractor is responsible for repairing any damage to the existing facilities, irrigation, utilities, landscape, or grounds that occurred because of work, where applicable.	
1.21	Service can only be requested by authorized personnel who include Township staff having a title of Facility Maintenance Engineer, Supervisor, Superintendent/Manager, Director ,Asst. Director, Chief Operating Officer, or President/CEO	

1.22	<p>The following exhibits are within this document:</p> <p>           Exhibit A1 &amp; A2      Plumbing Services Bid Tabulations            Exhibit B -      Bid Certification            Exhibit C -      Addendum Acknowledgement            Exhibit D -      Conflict of Interest Questionnaire            Exhibit E -      References            Exhibit F -      Statement of Qualifications            Exhibit G -      Subcontractors            Exhibit H -      Insurance Requirements            Exhibit I -      Bid Bond Sample            Exhibit J -      Township Facilities List            Exhibit K      <u>FTA Clauses Pertaining to Project B</u>  <b>Exhibit L.2 -</b>      <b>Respondent Pre-Award Certifications</b>            Exhibit M –      Bid Submission Checklist         </p>	
<b>2</b>	<b>LAWS, REGULATIONS, AND INSURANCE</b>	<b>Bidder Initials</b>
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit a signed Form CIQ (Example CIQ - Appendix A) <b>with the bid submission.</b>	
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 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 meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	

3	INSTRUCTIONS	Bidder Initials
3.1	A <b>Mandatory Pre-Bid Meeting</b> will take place at The Woodlands Township Town Hall at 2801 Technology Forest Blvd, The Woodlands, Texas 77381 <u>on January 25, 2023, at 9:00 a.m. CST.</u>	
3.2	Contractors may visit on their own time to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations. There will be no formal site visit with Township Personnel.	
3.3	<b>INTERPRETATIONS AND ADDENDA-</b> All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted <u>in writing via email to Glen Bernstein at <a href="mailto:gbernstein@thewoodlandstowmship-tx.gov">gbernstein@thewoodlandstowmship-tx.gov</a></u> . 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 <u>no later than January 30, at 5:00 p.m. CST.</u> Only answers issued by Addenda will be binding. All addendums <u>will be posted by February 3, 2023, at 5:00 p.m. CST</u> on The Woodlands Township website. <a href="http://www.thewoodlandstowmship-tx.gov/bids">http://www.thewoodlandstowmship-tx.gov/bids</a>	
3.4	<b>Sealed bids</b> , addressed to The Woodlands Township, 2801 Technology Forest Drive, The Woodlands, Texas 77381, Attention: Glen Bernstein, must be received at the above address <u>no later than February 8, 2023, at 5:00 p.m. CST</u> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide 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 emailed bids will be accepted.	
3.5	Each sealed envelope containing the bid(s) must be clearly marked on the outside <b>BID FOR 2023-2026 PLUMING SERVICES C-2023-0030</b> and the envelope should bear on the outside the name of the bidder and company their address.	
3.6	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, references, licenses, insurance requirements, and other items requested in this bid document.	
3.7	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.	
3.8	Bidder is required to submit three (3) references of previous projects of similar or like nature.	
3.9	<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 \$5,000 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 a contract.	
3.10	All Repairs submitted (routine work, Capital Projects, Special Projects, shall be completed within a time frame that will be mutually agreed upon by both parties. In the event Contractor fails to perform any portion of the work as agreed the Township reserves the right to remedy per the terms of # 3.9 in the Electrical Services Contract Scope.	

3.11	Within ninety (90) days before the expiration of the Initial Term (December 31, 2025, The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the “Renewal Notice”) for an additional period. (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.	
3.12	Upon award of Bid by the Board of Directors of The Woodlands Township, the effective date of the subsequent Plumbing Services Contract is anticipated to be April 1, 2023, at the latest.	
<b>4</b>	<b>INVOICING AND PAYMENT</b>	<b>Bidder Initials</b>
4.1	The contract for these services, if awarded, shall be for <b>thirty-six (36) months (April 1, 2023 – March 31, 2026)</b> . 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.	
4.2	<p>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 the Electrical Services Contract.</p> <p>No taxes shall be included in the bid price since the Township is exempt from all sales tax. The Township will provide selected vendor applicable proof of sales tax exemption.</p> <p>Cost for material, supplies and equipment will be billed at cost plus an additional mark-up percentage as identified in the tiered bid tabulation. A verification of cost of materials shall be provided for all materials, supplies and equipment over \$250.00</p>	
4.3	Work Orders (WO) and service requests may be sent to Contractor multiple times a week via email, these emails or WOs should be acknowledged upon receipt. Work shall be addressed at the latest during the next regularly scheduled service visit.	
4.4	<b><i>All per hour cost shall be inclusive of all charges (truck charges, shop costs, PVC glue, pipe dope, task specific tool, glues/towels, Service/ fuel surcharges, environmental charges, trip charges, disposal fees, sink/sewer machines, etc.</i></b>	
4.5	The Township requires the Contractor be on call on a 24-hour basis for any emergency that may occur. The Contractor must be able to respond to The Township site within four (4) hours after request for Straight/Overtime Service and within four (4) hours of a Weekend/Holiday request for service unless deemed an Emergency which is within (2) two hours.	
4.6	Selected Contractor to supply all necessary, personnel, tools, machinery, materials, supplies and equipment to perform the work as specified herein.	

4.7	<p>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.</p> <p>The Township reserves the right to require the Contractor to submit quotes from multiple suppliers for materials and supplies on a case-by-case service request basis.</p>	
4.8	<p>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. Service Locations are public and extremely sensitive to disruption. Contractor must ensure the public and user's safety when performing services in and around all locations.</p>	
4.9	<p>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 subcontractor.</p>	
4.10	<p>Contract additions will be based on unit prices agreed in contract for the work requested. The Township will request a proposal for additional services added and will add said services to the contract at their discretion.</p>	
4.11	<p>All Invoices must have the <b><i>First and Last name of the Township Employee</i></b> requesting the work by location being serviced or the invoice will be rejected, and vendor notified for corrections.</p> <p>Invoices from the selected vendor must contain the following information:</p> <ul style="list-style-type: none"> <li>• Service Requested by</li> <li>• WO or PO Number – (Township Provided)</li> <li>• Service Site/Facility/Address</li> <li>• Service Completion Date</li> <li>• Service Completion Time</li> <li>• Hourly Rate</li> <li>• Brief Description of Services and Material provided</li> <li>• Verification of Cost of Material</li> <li>• Total Amount</li> </ul> <p><b>Contractor shall submit to the Township invoices upon completion of the service request and/or Work Order no later than 7 days after the completion of the work via email to <a href="mailto:invoice@thewoodlandstownship-tx.gov">invoice@thewoodlandstownship-tx.gov</a> for documentation, contractors vendor invoice review and processing.</b></p>	
4.12	<p>An hour of work is defined as one person (Master Plumber, Journeyman, Apprentice) working minimum one hour (60 minutes) or thereafter partial in 30-minute increments. Chargeable work hours can start when entering the Woodlands Township boundaries. Township shall not be charged for time spent commuting from contractor office sites to the Woodlands. Contractor is expected to arrive to work sites with supplies needed for typical repairs to avoid time wasted traveling to and from supply houses.</p> <p><b><u>A billable hour or partial does not include travel time to/from a previous jobsite outside of the Township boundaries or lunch/break time while traveling to/from a supplier or while on site.</u></b></p> <p><b><u>All onsite times for each contractor employee shall be noted with arrival and departure date and time on the invoice.</u></b></p>	

	Contractor's employees and agents must contact personnel at the entry point of the designated Facility and will be required to always wear identification badges while on The Township's premises.	
4.13	Straight time is defined as time occurring Mondays through Fridays between 7 am and 7 pm	
4.14	Overtime is defined as time occurring Mondays through Fridays between 7 pm and 7 am	
4.15	Saturdays and Sundays are defined as time occurring between Saturdays at 12:01 am to Sundays at 11:59 pm	
4.16	(A) Response time is defined as receiving a call and/or email from a Woodlands Township employee and reporting to the identified location within (4) four hours to inspect and review the condition identified from the employee.  <b>(B) Emergencies are defined as any time the Township deems an emergency and requires a (2) two-hour response.</b>	
4.17	Holidays are defined as holidays for which The Woodlands Township observes. See Township Website for Holidays.	
4.18	Next day response time is defined as receiving a call from a Woodlands Township employee and reporting to the identified location the next day to inspect and review the condition identified from the employee.	
4.19	Contractor warrants that labor on a repair (including repair and Replacement parts) will function properly for a period of one (1) year from The Township's acceptance/date of installation and be noted on the invoices for the component. If additional warranty extensions are available, please notify in advance of repair or replacement.	
4.20	All Contractor Personnel performing Preventative Maintenance, Service, Diagnostic or Repair work shall be a Texas State licensed Master or Journeyman Plumber. All Plumbing Apprentices must be registered with the state and must be supervised by a Master or Journeyman plumber.	
4.21	<p>This BID has 2 parts:</p> <p><b>Project A</b> – Township Facilities which include Fire Stations, Park/Pool restrooms, Recreation Centers, Waterway Square Pump Room, Town Green Park Restrooms, PARDES Campus and Townhall.</p> <p><b><u>Excludes Township Transportation Facilities for Park &amp; Ride Terminal buildings and Trolley Operations Facility.</u></b></p> <p><b>Project B</b> – Township Transportation Facilities which include Park &amp; Ride Terminal buildings and Trolley Operations Facility.</p> <p><b><u>Excludes Township Facilities in Project A</u></b></p>	

**Exhibit A1 - Bid Tabulation Form**

**Project A** – Township Facilities which include Fire Stations, Park/Pool restrooms, Recreation centers, Waterway Square Pump Room, Town Green Park Restrooms, Sport Field Restrooms, Concession Stands, PARDES Campus and Townhall.

<b>Labor Info Below:</b>	
<b>4- Hour (Same Day) Response - (M-F)</b>	Fee Per Hour
1 <sup>st</sup> Technician –(As defined in Section 4.13 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response- (M-F)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.18 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>4-Hour (Same Day) Response- (OT)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.14 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response - (OT)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.14 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>4-Hour (Same Day) Response- (S-S)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.15 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response - (S-S)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.15 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>4-Hour (Same Day) Response- (Holiday) Township Observed</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.17 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response – (Holiday) Township Observed</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.17 ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Emergency Rate – 2-hour response – All Dates &amp; Times</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.16 B ) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	

Project A – Item	Definition	Markup Percentage	
Supplies, Materials, Parts	Cost for Items is <u>LESS</u> than \$250	Cost+%	-----%
Supplies, Materials, Parts	Cost for Items <u>MORE</u> than \$250	Cost+%	-----%
Subcontractor	Boring, Trenching, Shoring, etc.	Cost+%	-----%
Capital Project and Special Project Quotes	Water Heaters, Large Pumps, etc.	Cost+%	-----%
Equipment Rental	Cranes, Lifts, etc.	Cost+%	-----%

**Exhibit A2 – Bid Tabulation Form**

**Project B** – Township Transportation Facilities which include Park & Ride Terminal buildings and Trolley Operations Facility.

<b>Labor Info Below:</b>	
<b>4- Hour (Same Day) Response – (M-F)</b>	<b>Fee Per Hour</b>
1 <sup>st</sup> Technician –(As defined in Section 4.13) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response- (M-F)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.18) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>4-Hour (Same Day) Response- (OT)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.14) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response – (OT)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.14) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>4-Hour (Same Day) Response- (S-S)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.15) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response – (S-S)</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.15) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>4-Hour (Same Day) Response- (Holiday) Township Observed</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.17) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Next Day Response – (Holiday) Township Observed</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.17) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	
<b>Emergency Rate – 2-hour response – All Dates &amp; Times</b>	
1 <sup>st</sup> Technician –(As defined in Section 4.16 B) per hour	
2 <sup>nd</sup> Technician or each additional Technician per hour	

Project A - Item	Definition	Markup Percentage	
Supplies, Materials, Parts	Cost for Items is <u>LESS</u> than \$250	Cost+%	-----%
Supplies, Materials, Parts	Cost for Items <u>MORE</u> than \$250	Cost+%	-----%
Subcontractor	Boring, Trenching, Shoring, etc.	Cost+%	-----%
Capital Project and Special Project Quotes	Water Heaters, Large Pumps, etc.	Cost+%	-----%
Equipment Rental	Cranes, Lifts, etc.	Cost+%	-----%

### **Exhibit B -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 – 2026 Plumbing Services C-2022-0235 Agreement 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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**SIGNATURE**

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**PRINT/TYPE NAME**

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**DATE SIGNED**

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**TITLE**

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**COMPANY**

### **Exhibit C - Addendum Acknowledgement**

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

Addenda #1 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2019  
MM DD

Addenda #2 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2019  
MM DD

Addenda #3 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2019  
MM DD

## Exhibit D - Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</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>		<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 5px; height: 100px; vertical-align: top;">Date Received</div>
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>	
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	<b>Name of local government officer about whom the information is being disclosed.</b>	
Name of Officer		
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> <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>		
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"/> 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;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </div>	

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

- (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed;
      - or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **Exhibit E -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 F –Statement of Qualifications

DATE SUBMITTED \_\_\_\_\_

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

1. Name of Firm - \_\_\_\_\_
2. Permanent main office address - \_\_\_\_\_
3. If a corporation, where incorporated - \_\_\_\_\_
4. How many years have you been engaged in the Plumbing 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 currently?

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 \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

## Exhibit G – Subcontractors

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

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

Subcontractor's Name

Subcontractor's Type of Work

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

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

## Exhibit H - Insurance Requirements

Contractor agrees to procure and always maintain, 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.
- 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 I -Bid Bond (*Sample*)**

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

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_ as Principal and \_\_\_\_\_, a \_\_\_\_\_ duly organized under the laws of the State of \_\_\_\_\_ as Surety, are hereby held and firmly bound unto The Woodlands Township as Oblige in the amount of \$5,000.00 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 J -Township Facilities List**

<u>PARKS</u>	<u>ADDRESS</u>
ACACIA PARK	147 ACACIA PARK DR
ALDEN BRIDGE PARK	7725 ALDEN BRIDGE DR
ALDEN BRIDGE SPORTS PARK	4751 COLLEGE PARK DR
ALDEN PLACE PARK	10 ALDEN GLEN DR
ALDEN TRACE PARK	219 W GREYWING CIR
ALDEN WOODS PARK	5300 ALDEN WOODS DR
ARTIST GROVE PARK	115 CEZANNE WOODS DR
AVALON PARK	8585 GROGAN'S MILL RD
BANTAM WOODS PARK	130 E BECKONVALE CIR
BEAR BRANCH PARK	5200 RESEARCH FOREST DR
BEAR BRANCH SPORTSFIELDS	5205 RESEARCH FOREST DR
BETHANY BEND PARK	19 S BETHANY BEND CIR
BLACK KNIGHT PARK	17 W MONTEAGLE CIR
BLUFF CREEK PARK	1 BLUFF CREEK PL
BONNY BRANCH COMMONS	1 BONNY BRANCH ST
CAMELLIA POND PARK	45 S CAMELLIA PARK CIR
CAPSTONE PARK	155 CAPSTONE CIR
CATTAIL PARK	9323 COCHRAN'S CROSSING DR
CHANDLER CREEK PARK	11 SCENTED PATH LN
CLOVER PARK AND POND	187 / 207 N MILL TRACE DR
COCHRAN'S BEND PARK	2 MISTY HAVEN PL
COCHRAN'S GREEN PARK	8 EDGEMIRE PL
COKEBERRY POND PARK	1829 NURSERY RD
COPPER SAGE PARK	75 S GOLDEN ARROW CIR
COTTAGE GREEN PARK	1 W COTTAGE GREEN ST
CRAFTWOOD PARK	154 BRYCE BRANCH CIR
CRANE BROOK PARK	11800 CRANE BROOK DR
CREEKSIDER PARK VILLAGE GREEN	26400 KUYKENDAHL RD
CREEKWOOD PARK	3383 S PANTHER CREEK DR
CROSSVINE PARK	2709 CROSSVINE CIR
CYPRESS LAKE PARK	7250 ALDEN BRIDGE DR
DEEPDALE POND PARK	7500 WINDVALE CIR
DEER RUSH POND PARK	4601 RUSH HAVEN DR
OLMSTEAD PARK	109 E SHORE DR
ENTRY LAKE PARK	53 S COPPER SAGE CIR
EVANGELINE OAKS PARK	48 N EVANGELINE OAKS CIR
EVERGREEN PARK	950 EVERGREEN CIR
FALCONWING PARK	10777 FALCONWING DR
FOOTBRIDGE PARK	8950 CREEKSIDER GREEN DR
FOREST LAKE PARK	4900 SHADOWBEND PL
FORESTGATE PARK	7505 S FORESTGATE DR
GOLDEN SAGE PARK	1 SYLVAN FOREST DR
GOSLING SPORTSFIELDS	4055 MARSICO PL
GRANITE RIDGE PARK	7500 WINDVALE CIR
GROGAN'S POINT PARK	180 GROGAN'S POINT RD
HAMLIN POND PARK	8655 CREEKSIDER FOREST DR

HARPER'S LANDING PARK	2 BLAIR BRIDGE DR
HAYDEN'S RUN PARK	220 WISTERIA WALK CIR
HAZELCREST PARK	254 HAZELCREST DR
HERITAGE MILL POND PARK	40 E HERITAGE MILL
HIDDEN LAKE PARK	105 S MILL TRACE DR
HIDDEN VIEW POND PARK	51 S HIDDEN VIEW CIR
HIGH OAKS PARK	13100 SAWMILL RD
HOLLYLAUREL PARK	7100 KENDALL GREEN DR
HUGHES LANDING	1900 HUGHES LANDING BLVD
HULLWOOD POND PARK	100 1/2 W HULLWOOD DR
JAGGED RIDGE PARK	201 NEW HARMONY TR
KAYAK RIDGE POND PARK	12 1/2 KAYAK RIDGE DR
KIRKPATRICK GLEN PARK	22 E BLACK KNIGHT DR
LAKE PALOMA PARK	7145 1/2 LAKE PALOMA TRL
LAKE VOYAGUER POND PARK	64 1/2 E CRESTA BEND PL
LAKESIDE PARK	5001 W ALDEN BRIDGE DR
LARKWOOD PARK	191 W BRISTOL OAK CIR
LEHIGH SPRINGS PARK	1 LEHIGH SPRINGS DR
LIBERTY SQUARE PARK	66 LIBERTY BRANCH PL
LOGGERS HOLLOW PARK	1901 S MILLBEND DR
LONG LAKE PARK	271 SPLIT ROCK RD
MAPLE GLADE PARK	165 MAPLE GLADE PL
MAPLEWOOD PARK	15 SUNBIRD CT
MARIPOSA PARK	10325 1/2 CREEKSIDER FOREST DR
MARQUISE OAKS PARK	9204 1/4 TERRAMONT DR
MASON POND PARK	1 MASON POND PL
MAY VALLEY PARK	11598 MAY VALLEY CIR
MEADOWLAKE PARK	9501 N PANTHER CREEK DR
MEL KILLIAN PARK	187 N TRANQUIL PATH DR
MILLBEND LOOP LINEAR PARK	N & S MILLBEND DR
MILLENNIUM MEW PARK	5 WATERWAY PL
MISTY DAWN PARK	174 W DRIFTING SHADOWS CIR
MONTFAIR PARK	33 1/4 MONTFAIR PARK CIR
MYSTIC FOREST PARK	10 E AMBERGLOW CIR
MYSTIC LAKE PARK	5100 RESEARCH FOREST DR
NORTHSHORE PARK	2505 LAKE WOODLANDS DR
NORTHWAY PARK	1 VERANDA RIDGE DR
OLD STERLING PARK	90 E OLD STERLING CIR
OLMSTEAD PARK	109 EAST SHORE DR
PACHYDERM PARK	6370 COCHRAN'S CROSSING DR
PALOMA POINT PARK	93 1/2 W COVE VIEW TR
PASTORAL POND PARK	105 RED SABLE DR
PEPPERDALE PARK	17 N PENTENWELL CIR
PIPERS' GREEN PARK	2 E PIPERS' GREEN ST
PLAYER BEND PARK	85 LAKESIDE GREEN / PLAYER BEND DR
PLEASANT HILL PARK	7300 KENDALL GREEN DR
PONDERA PARK	9090 CREEKSIDER FOREST DR

RAINPRINT PARK	3 E BIGELOW OAK CT
REEDY POND PARK	4727 WOODLANDS PKWY
RIDGEWOOD PARK	4192 INTERFAITH WAY
RIVA ROW PARK	2101 RIVA ROW
ROB FLEMING AQUATIC CENTER	6535 CREEKSIDE FOREST DR
ROB FLEMING PARK	6055 CREEKSIDE FOREST DR
ROCKWELL SQUARE PARK	243 ROCKWELL PARK BLVD
RUSH HAVEN PARK	5050 RUSH HAVEN DR
SAWMILL PARK	2200 MILLPARK DR
SHADOW LAKE MARSH EXPERIENCE	5050 LAKE WOODLANDS DR
SHADOW POINT PARK	119 E SHADOW POINT CIR
SHADOWBEND PARK	4192 LAKE WOODLANDS DR
SLATESTONE PARK	169 W SLATESTONE CIR
SMOOTH STREAM PARK	9995 1/4 CREEKSIDE FOREST DR
SOMERSET POND PARK	27 SOMERSET POND PL
SOOKI PARK	9765 1/2 CREEKSIDE FOREST DR
SOUTHSHORE PARK	3030 WOODLANDS PKWY
SPINCASTER PARK	71 1/2 VALERA RIDGE DR
SPINDLE TREE PONDS PARK	11434 W BRANCH CROSSING DR
SPINNING WHEEL PARK	1 W ARCHWYK CIR
SPRING HILL PARK	267 BRISTOL BEND CIR
ST PETER'S GATE PARK	1 ST PETER'S GATE
STAR RIDGE PARK	1 FRONTERA CIR
SUMMER CLOUD PARK	78 N SUMMER CLOUD DR
SUMMER STORM PARK	102 W SUMMER STORM CIR
SUNDANCE PARK	3700 W ALDEN BRIDGE DR
SUNDANCE PARK	3700 W ALDEN BRIDGE DR
SUNSET SPRINGS PARK	35 S DREAMWEAVER CIR
TALLOWBERRY PARK	27 TALLOWBERRY DR
TAMARAC PARK	1300 N MILLBEND DR
TAPESTRY PARK	31 E TAPESTRY PARK CIR
TERRACE MILL POND PARK	13 FOREST STEPPES CT
TERRAMONT PARK	8500 TERRAMONT DR
THE COVE PARK	31 LEEWARD COVE DR
TIMARRON LAKE PARK	PINE PLAINS DR
TIMARRON PARK	540 N GREENPRINT CIR
TIMARRON POND PARK	1020 TIMMARON DR
TOWN GREEN PARK	2099 LAKE ROBBINS DR
TRACE CREEK PARK	158 E WILDE YAUPON
TUPELO PARK	240 W TUPELO GREEN CIR
TURNSTONE PARK	65 CORNERBROOK PL
TWIN PONDS PARK	8650 CREEKSIDE FOREST DR
VENTURE TECH PARK	8402 NEW TRAILS DR
WATERWAY SQUARE	31 WATERWAY SQUARE PL
WEDGEWOOD PARK	42 WEDGEWOOD FOREST DR
WENDTWOODS PARK	8950 CREEKSIDE GREEN DR
WILDE CREEK PARK	6861 1/4 WILDE CREEK DR

WIMBERLY PARK	303 BLAIR BRIDGE DR
WINDVALE PARK	7600 WINDVALE CIR
WINTERRA PARK	55 ACREWOODS PL
WYNNOAK PARK	7 WYNNOAK DR

COMMUNITY BUILDINGS	ADDRESS
PARDES	8203 MILLENNIUM FOREST DR
BEAR BRANCH RECREATION CENTER	5310 RESEARCH FOREST DR
TOWN HALL	2801 TECHNOLOGY FOREST BLVD
ROB FLEMING RECREATION CENTER	6464 CREEKSIDE FOREST DR
CENTRAL FIRESTATION	9951 GROGANS MILL
EMERGENCY TRAINING CENTER	16135 IH45 SOUTH
WFD STATION 2	9303 GOSLING
WFD STATION 3	1522 SAWDUST
WFD STATION 4	7900 BAY BRANCH
WFD STATION 5	10100 BRANCH CROSSING
WFD STATION 6	1100 WINDSOR LAKES BLVD
WFD STATION 7	26722 KUYKENDAHL RD
WFD STATION 8	11800 GOSLING
STERLING RIDGE PARK AND RIDE	8001 MCBETH WAY
RESEARCH PARK AND RIDE	3900 MARSICO PL
SAWDUST PARK AND RIDE	701 WESTRIDGE
RIVA ROW BOAT HOUSE	2101 RIVA ROW
LAKES EDGE BOAT HOUSE	1970 HUGHES LANDING BLVD

### **Exhibit K - FTA Clauses Pertaining to Project B**

The following clauses will be part of the contract resulting from this solicitation. Please review them carefully.

#### **1. FLY AMERICA**

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

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

#### **3. CHARTER BUS and SCHOOL BUS REQUIREMENTS**

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

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

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

#### **6. ENERGY CONSERVATION**

- a. As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Respondent/Contractor shall design the facility in accordance with 2015 IECC.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

#### **7. CLEAN WATER**

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Respondent/Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

#### **10. LOBBYING**

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

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

- b. The Respondent/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Contractor to the Township.
- c. The certification regarding lobbying (See **Exhibit L.2**) is to be completed by the Respondent/Contractor and subcontractor(s) is provided herein under Certifications and Forms Section.

## **11. ACCESS TO RECORDS AND REPORTS**

- a. The following access to records requirements applies to this contract:
  - i. The Township is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the Township, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - ii. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. The Respondent/Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Respondent/Contractor agrees to maintain same until the Township, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
  - iv. FTA does not require the inclusion of these requirements in subcontracts.

## **12. FEDERAL CHANGES**

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the Township and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

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

## **14. CLEAN AIR**

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Respondent/Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**15. RECYCLED PRODUCTS**

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

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

**18. RESERVED**

**19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

**21. TERMINATION**

- a. The contract may be terminated under the following conditions:
  - i. Termination for Convenience (General Provision) The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to

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

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

- ix. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Township.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (See **Exhibit L.2**) is a material representation of fact relied upon by the Township. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Township, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

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

## **24. CIVIL RIGHTS REQUIREMENTS**

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

to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

d. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only, if necessary, to identify the affected parties.

## **25. BREACHES AND DISPUTE RESOLUTION**

- a. The Township's breach and dispute resolution requirements are as follows:
  - i. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by The Woodlands Township's President/General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the President/General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the President/General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
  - ii. Performance During Dispute - Unless otherwise directed by the Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
  - iii. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
  - iv. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Township and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Township is located.
  - v. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the

Township, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

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

**28. DISADVANTAGED BUSINESS ENTERPRISES**

- a. Objective/Policy Statement - The Township has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Township has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Township has signed an assurance that it will comply with 49 CFR Part 26. The agency's overall goal for DBE participation is 2.61%. A separate contract goal has not been established for this procurement.
- b. Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Respondent/Contractor is required to document all subcontractor participation including non-DBE subcontractors. Award of this contract is conditioned on submission of the following information in **Exhibit L.2** with the sealed qualifications:
  - i. The names and addresses of subcontractors that will participate in the contract;
  - ii. A description of the work that each subcontractor will perform;
  - iii. Whether the subcontractor is a DBE, non-DBE, or a Small Business Enterprise (SBE);
  - iv. The ethnic code, as described in the form;
  - v. The gender code, as described in the form;
  - vi. The age of the firm;
  - vii. The annual gross receipts from the firm;
  - viii. The dollar amount of the participation of each DBE firm participating; and
  - ix. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made in the Respondent/Contractor Certification Form (**Exhibit L.2**).
- d. The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract the Respondent/Contractor signs with a subcontractor must include the assurance in this paragraph.
- e. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Township. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily

completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Township, and following written approval of the Township. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.

- f. The Respondent/Contractor must promptly notify the Township, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Township.
- g. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form ([Exhibit L.2](#)).
- h. For the Respondent/Contractor's convenience, a listing of potential DBE subcontractors listed in the Texas Unified Certification Program DBE Directory (<https://txdot.txdotcms.com/Default.asp>).
- i. The Township encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks.

## **29. RESERVED**

## **30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth [in Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), are hereby incorporated by reference. The following clauses apply to this Contract.
  - i. Access to Records and Reports
  - ii. Cargo Preference Requirements
  - iii. Clean Air Act and Federal Water Pollution Control Act
  - iv. Civil Rights Laws and Regulations
  - v. Disadvantaged Business Enterprise (DBE)
  - vi. Fly America
  - vii. Government-Wide Debarment and Suspension
  - viii. Lobbying Restrictions
  - ix. No Government Obligation to Third Parties
  - x. Program Fraud and False or Fraudulent Statements and Related Acts
  - xi. Termination
  - xii. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
- c. The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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

## **32. ACCESSIBILITY**

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

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

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

## **Exhibit L.2 : Respondent Pre-Award Certifications**

## Federal Certificates

**Respondent Initials:**

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

## State Certificates

Respondent Initials:

- 5. Delinquent State Business Tax Certification \_\_\_\_\_
- 6. House Bill 89 Verification \_\_\_\_\_

## Reference Certificates

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

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

DATE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## Lobbying Certification Form

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

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

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

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

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

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

DATE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **Suspension and Debarment Certification Form**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

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

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

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

DATE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **INSTRUCTIONS FOR CERTIFICATION**

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

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

## Respondent/Contractor Certification Form

**Instructions:** The Respondent/Contractor shall complete this form by listing 1) Names of all proposed subcontractors, 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, 7) Age of the firm, 8) Annual gross receipts of the firm, 9) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the qualifications are submitted. Additionally, those subcontractors which are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

**Ethnic Codes:** **A)** Black American **B)** Hispanic American **C)** Native American **D)** Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women **G)** Other **Gender Codes:** **M)** Man **W)** Woman **X)** Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) Age of Firm	8) Annual Gross Receipts	9) % amount of Total Contract

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

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

DATE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DBE and SBE Subcontractor Letter of Intent**

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

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

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

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

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

With respect to the proposed subcontract described above, the undersigned DBE anticipates that \_\_\_\_\_ % of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: \_\_\_\_\_

**DBE/SBE FIRM:** \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESPONDENT:** \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Delinquent State Business Tax Certification Form**

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

DATE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_

§ COUNTY OF \_\_\_\_\_

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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[SEAL]

NOTARY PUBLIC in and for the State of Texas

## Certificate of Interested Parties

For reference only, this form is filled out with the awarded Contractor online  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		<i>Must file online at www.ethics.state.tx.us/File</i>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party		City, State, Country (place of business)	
		Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is 100 Interested Party.		<input type="checkbox"/>	
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____			
My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**Senate Bill 252 Certification**

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

RESPONDENT FILL OUT THE BELOW SECTION:

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Company Name

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RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

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(signature)

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**Deputy Director, The Woodlands Township**

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Date

## Contractor Payment Report Form

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

1 Contract Number, if applicable	2 Invoice Number	3 Reporting Period		4 Contractor's Business Name	5 Contact Person	6 Address	
		From:	To:				
7 Telephone Number	8 Date of Contract Award	9 Schedule Date of Completion	10 Original Contract Amount	11 Current Contract Modifications	12 Total Amount Received to Date	13 Total Amount Owed	
14 Committed DBE %	15 Actual DBE Participation to date	16 Actual DBE % to date					
17 Name of DBE Subcontractor	18 Description of Work	19 Amount of payments made during current invoice period	20 Date of payments made during current invoice period	21 Subcontract Dollars	22 Amount paid to date	23 Percent paid to date	24 Amount of this invoice allocated to DBE Subcontractor
(Add rows to the table, as needed, to complete this section)							

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

Signature	Date Signed	Name and Title of Individual Completing Report

### Exhibit M -Bid Submission Checklist

*Only items marked 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.*

<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)
<input checked="" type="checkbox"/>	General Specifications and Acknowledgement		<input checked="" type="checkbox"/>	<b>Notarized Statement of Bidders Qualifications</b>	
<input checked="" type="checkbox"/>	Addendum Acknowledgment		<input checked="" type="checkbox"/>	<b>Bid Bond-\$5,000.00</b>	
<input checked="" type="checkbox"/>	Bid Tabulation Form		<input checked="" type="checkbox"/>	Sub-Contractor List	
<input checked="" type="checkbox"/>	Reference Form		<input checked="" type="checkbox"/>	<b>Signed Conflict of Interest Questionnaire (CIQ)</b>	
<input checked="" type="checkbox"/>	References		<input checked="" type="checkbox"/>	Copy of Master Plumbers License	
<input checked="" type="checkbox"/>	Bid Certification		<input checked="" type="checkbox"/>	<b>Exhibit L.2 : Respondent Pre-Award Certifications</b>	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>					
Required	Item	Acknowledged	Required		Acknowledged
<input checked="" type="checkbox"/>	<b>Form 1295</b> – “Certificate of Interested Parties”			<b>Payment Bond</b> This applies to bids that exceed \$25,000	
<input checked="" type="checkbox"/>	<b>Performance Bond</b> Requirements. This applies to bids that exceed \$25,000		<input checked="" type="checkbox"/>	<b>Worker's Compensation</b> Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
<input checked="" type="checkbox"/>	<b>General Liability and Auto</b> 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 _____