



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

**Invitation for Bid  
Town Center Parks Powder Coating  
Contract Number: C-2024-0499**

**Scope of Work**

The Woodlands Township is seeking bids from professional contractors for the powder coating and painting of all metal park amenities within Towngreen Park, Riva Row Park, and Waterway Square Park. These amenities include light poles, trash cans, benches, and bike racks.

**Project Timeline**

<b>Bid Advertisement</b>	<b>July 31, 2024</b>
<b>Deadline for Written Questions at 4 p.m. CST</b>	<b>August 7, 2024</b>
<b>Bid/Proposals Due by 1 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>August 14, 2024</b>

**General Standards and Specifications**

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

1	GENERAL	Bidders Initials
1.1	The contract for these services, if awarded, shall be valid for 120 days upon execution in case of project completion delay. The deadline for project completion and invoicing is December 31, 2024. Project can begin as soon as approval of Township Board and Contract is executed.	
1.2	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.	
1.3	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.4	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
1.5	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at <a href="http://www.thewoodlandstownship-tx.gov/bids">www.thewoodlandstownship-tx.gov/bids</a> .	
1.6	Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.7	By bidding, the Bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.	
1.8	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.	
1.9	A conditional bid may be cause for rejection.	
1.10	Late submittals will be rejected without consideration.	
1.11	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.	
1.12	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.	
1.13	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	

1.14	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.	
1.15	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor is expected to be in daily contact (email and phone) and weekly meetings with appointed project manager for The Woodlands Township. Additional meetings may be required between contractors selected regarding project related issues.	
1.16	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
1.17	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. Contractor is responsible for the legal disposal and cost of debris removal.	
1.18	Each employee will be identified by a company uniform (shirt, pants, or cap) and vehicles will be clean, and all marked with company name.	
1.19	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.	
1.20	Equipment must be well maintained and in good condition.	
1.21	All Bid pricing must be made on the Bid Tabulation Form All blank spaces for bid price must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidder shall complete every space in the bidder's initials column with either the bidder's initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.	
1.22	Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Friday. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with lake/pond, park and/or community activities.	
1.23	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas in and around where the work is taking place.	
1.24	Service can only be requested by authorized personnel who include Township staff having a title of Foreman, Supervisor, Superintendent/Manager, Asst. Director, Director, Assistant General Manager, or President/Chief Executive Officer.	
1.25	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in handicapped spaces or park reserves.	
1.26	Any measurements contained herein should only be used as an estimate. Contractor is responsible for accurate measurement of all items. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.	
1.27	Contractor is responsible for obtaining such supplies, materials and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	

1.28	Service locations are public and extremely sensitive to disruption. Contractor must ensure the general public and user's safety when performing services in and around all locations.	
1.29	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	
1.30	All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.	
1.31	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that occurred because of the contractor performed work.	
1.32	The Contractor will be held responsible for any damages to trees, plants, shrubs, fences, walls, brick, pavers, glass, etc. that is caused by the Contractors errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Values will be based on The Township's assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.	
1.33	Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Professional. Records must be maintained according to applicable licensing regulatory body. <b><i>These records shall be provided to The Township upon request within 2 hours.</i></b>	
1.34	Contractor is responsible for public notification when chemicals are to be applied in advance per manufacturers label instructions. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.	
1.35	If through inspection and verification, in The Woodlands Township opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the Contractor.	
1.36	**In the event the contractor fails to accomplish any task under this scope of work, The Woodlands Township will provide reasonable notice to take corrective action. If the Contractor does not perform the service, The Woodlands Township may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Supplemental Unit Prices	
1.37	The Woodlands Township shall be responsible for coordinating turning off and re-establishing power to each work site based on the needs of the contractor.	
1.38	Each bidder must submit a bid for each park location (Waterway Square, Riva Row, Town Green Park). This contract shall not be split.	
<b>2</b>	<b>LAWS, REGULATIONS, AND INSURANCE</b>	<b>Bidders Initials</b>
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (See Exhibit D) with the bid submission.	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	

2.5	Contractor shall furnish to The Township copies of said licenses or permits prior to the commencement of any work hereunder.	
2.6	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.	
2.7	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.	
2.8	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	
<b>3</b>	<b>INSTRUCTIONS</b>	<b>Bidders Initials</b>
3.1	Bidders should carefully examine the bid documents, specifications, and other documents, visit the site of the work, 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, they should notify The Township and obtain clarification prior to submitting a bid.	
3.2	Contractors are required to visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations. A site visitation form must be signed and included with the bid submission.	
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 in writing to Trohn Trabona, Town Center Superintendent at <a href="mailto:ttrabona@thewoodlands-tx.gov">ttrabona@thewoodlands-tx.gov</a> . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. All questions are to be received no later than <b>Wednesday, August 7, 2024, at 1:00 p.m. CST</b> . Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstowtnship-tx.gov/bids">http://www.thewoodlandstowtnship-tx.gov/bids</a>	
3.4	<b>Sealed bids</b> , addressed to The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas 77381, Attention: Trohn Trabona, Town Center Superintendent, must be received at the above address no later than <b>Wednesday, August 14, 2024, at 1:00 p.m. CST</b> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide The Woodlands Township based on the bid documents in The Woodlands Township, Montgomery County, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package, <b>additionally the Bid Matrix/Tab must be emailed to <a href="mailto:ttrabona@thewoodlands-tx.gov">ttrabona@thewoodlands-tx.gov</a> on the bid submittal due date.</b>	
3.5	Each sealed envelope containing the bid(s) must be clearly marked on the outside: <b>BID for</b> <b>Town Center Parks Powder Coating</b> <b>Contract Number: C-2024-0499</b> 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, list of equipment, references, list of proposed equipment, 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 blank 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 size/value.	
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 <b>2%</b> of total project bid, payable to The Woodlands	

	Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.	
3.10	<b>Performance Bond</b> - Contractor is required to provide The Woodlands Township a performance bond in the full amount of the contract's value prior to the commencement of work, with premiums fully paid in advance by the contractor. The bond will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost(s). See attached for sample of Performance Bond.	
4	<b>INVOICING AND PAYMENT</b>	<b>Bidders Initials</b>
4.1	Unit prices shall remain in effect for the length of this agreement.	
4.2	Evaluation of bid takes into account the following considerations: price, references, familiarization with The Woodlands, etc.	
4.3	THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.	
4.4	Unit price shall be inclusive of all charges (administration, management, staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).	
4.5	<p>Invoices are to be submitted upon completion of each project from the selected vendor must be submitted containing at least the following information:</p> <ul style="list-style-type: none"> <li>• Project Name &amp; Park Location</li> <li>• Description of Items</li> <li>• Unit price per items</li> <li>• Total Cost</li> </ul> <p><b><u>No payment will be made without backup documentation</u></b></p>	
4.6	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice, and the Contractor is not in default under the provisions of this contract.	
5	<b>WARRANTY</b>	<b>Bidder's Initials</b>
5.1	Standard warranty on labor and materials. Warranties shall be for a period of one year unless longer warranties are normally supplied.	
5.2	Include expected life cycle of the proposed materials with submittal.	
6	<b>QUALIFICATIONS</b>	<b>Bidder's Initials</b>
6.1	<p>It shall be the Proposer's responsibility to have the proper equipment necessary for these services.</p> <p><b><i>Please submit a complete list of equipment with the Proposal submittal.</i></b></p>	
6.2	Proposer must supply a resume of company experience to include the length of time that current management has been in their current positions.	
6.3	Proposer shall provide at least three (3) references in which services were rendered for projects of a similar type/size within the past 12 months. See Exhibit E. The Woodlands Township reserves the right to contact any of the organizations or individuals listed.	
6.4	<p><b>Quality Assurance:</b>            Contractor must use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.</p>	
6.5	<p><b>Quality Assurance:</b>            Contractor must ensure that methods utilized will match existing fixtures within The Town Center and along The Woodlands Waterway in color, texture, and finish.</p>	

7	CONTRACTOR'S RESPONSIBILITIES	Bidder's Initials
7.1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
7.2	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
7.3	Contractor shall disconnect all electrical connections, dismount fixtures, and transport fixtures for powder coating. <ol style="list-style-type: none"> <li>1. Render all electrical connections safe.</li> <li>2. Block, cover, or otherwise render safe any other hazards (i.e. tripping hazards)</li> </ol>	
7.4	Upon completion of coating, contractor shall transport all fixtures, re-establish electrical connections, and remount all fixtures.	
7.5	Contractor shall return and reinstall all coated fixtures within 2 business days of their removal.	
7.6	Fixtures that cannot be removed (bike racks) will be coated/painted in place per section 8.5	
7.7	The Contractor shall coordinate use of premises under direction of the Township's representative. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on job site.	
8	SPECIFICATIONS	Bidder's Initials
8.1	<b>Blasting:</b> Parts are to be blast cleaned to SSPC <i>Near White</i> (SSPC-SP10/NACE2) finish on all items.	
8.2	<b>Powder Coating:</b> Primer Coat: <ol style="list-style-type: none"> <li>1.) Apply a pretreatment solvent <b>Advantech P600</b> Organic Zirconium.</li> <li>2.) Apply 3-5 mils of Epoxy or <i>Customer Specified</i> primer on Aluminum, stainless steel, or Cast parts to gel prior to topcoat.</li> <li>3.) Apply 3-5 mils of Zinc-rich Epoxy or <i>Customer Specified</i> primer on carbon steel parts to gel prior to topcoat.</li> <li>4.) Bake all parts all parts until powder coat primers achieve gel state per manufacturer's recommendations.</li> </ol>	
8.3	<b>Powder Coating:</b> Topcoat: <ol style="list-style-type: none"> <li>1. Apply 3 – 5 mils of TGIC or <i>Customer Specified</i> topcoat. Polyester TGIC coatings utilize the epoxy functional cross-linker TGIC. Use of this multifunctional cross-linker enables polyester TGIC formulations to contain 90% or greater resin within the binder system. Weathering of polyester TGIC powders is comparable to polyester urethane coatings.</li> <li>2. Bake to full cure (not to exceed over bake) per manufacturer's recommendations.</li> </ol>	
8.4	<b>Powder Coating:</b> Touch-up any suspension or cradle marks with color matched wet paint.	
8.5	<b>In Place Coating:</b> All amenities that cannot be removed (bike racks) shall be painted in place utilizing the following process: <b>Preparation:</b> <ol style="list-style-type: none"> <li>1. Sanding to remove existing coating.</li> </ol> <b>Painting:</b> <ol style="list-style-type: none"> <li>1. Apply 5-6 mils of two step zinc primer, acrylic automotive paint &amp; topcoat.</li> </ol>	

9	AMENITIES BY PARK LOCATION	Bidder's Initials
9.1	<p><b>Waterway Square Park:</b></p> <ol style="list-style-type: none"> <li>1. Light Poles (Green) – 4</li> <li>2. Poles w/speakers (Green) – 1</li> <li>3. Poles w/speakers (Black) – 3</li> <li>4. Picnic Table w/ Chair (Silver w/clear coat) – 6</li> <li>5. Bench w/back (Silver w/clear coat) – 14</li> <li>6. Bench w/out back (silver w/clear coat) – 7</li> <li>7. Trash Can (silver w/clear coat) – 6 mounted &amp; 2 spare (8 total)</li> </ol>	
9.2	<p><b>Riva Row Park:</b></p> <ol style="list-style-type: none"> <li>1. Light Pole (Green) – 8</li> <li>2. Light Pole w/metal flag (Green &amp; Bronze) – 12</li> <li>3. Trashcan (Black) – 3</li> <li>4. Bench (Green) – 1</li> <li>5. Bike Rack (Green) – 2</li> </ol>	
9.3	<p><b>Town Green Park:</b></p> <ol style="list-style-type: none"> <li>1. Light Pole (Green) – 38</li> <li>2. Bollard Lights (Green) – 16</li> <li>3. Bench w/back (Green) – 20</li> <li>4. Trashcan (Green) – 13</li> <li>5. Bike Rack (Green) – 2</li> </ol>	

**Exhibit A - Bid Tabulation**

<b>WATERWAY SQUARE PARK (WWSQ Park)</b>				
<b>Amenity</b>	<b>Color</b>	<b>Amount</b>	<b>Cost Per:</b>	<b>Total:</b>
Performance Bond (WWSQ Only)	N/A	1	\$	\$
Light Poles	Green	4	\$	\$
Pole w/speakers	Green	1	\$	\$
Pole w/speakers	Black	3	\$	\$
Picnic Table w/ Chair	Silver w/clear coat	6	\$	\$
Bench w/back	Silver w/clear coat	14	\$	\$
Bench w/out back	Silver w/clear coat	7	\$	\$
Trash Can (silver w/clear coat)	Silver w/clear coat	8	\$	\$
<b>WWSQ Park Total:</b> \$				
<b>RIVA ROW PARK (RR Park)</b>				
<b>Amenity</b>	<b>Color</b>	<b>Amount</b>	<b>Cost Per:</b>	<b>Total:</b>
Performance Bond (RR Only)	N/A	1	\$	\$
Light Pole	Green	8	\$	\$
Light Pole w/metal flag	Green	12	\$	\$
Trashcan	Black	3	\$	\$
Bench w/back	Green	1	\$	\$
Bike Rack	Green	2	\$	\$
<b>RR Park Total:</b> \$				
<b>TOWN GREEN PARK (TG Park)</b>				
<b>Amenity</b>	<b>Color</b>	<b>Amount</b>	<b>Cost Per:</b>	<b>Total:</b>
Performance Bond (TG Only)	N/A	1	\$	\$
Light Pole	Green	38	\$	\$
Bollard Lights	Green	16	\$	\$
Bench w/back	Green	20	\$	\$
Trashcan	Green	12	\$	\$
Bike Rack	Green	2	\$	\$
<b>TG Park Total:</b> \$				
Performance Bond Total (Combine All 3 Park Per. Bonds)			\$	
Park Total (Combine All 3 Park Totals)			\$	
<b>Project Total (Per. Bond Total + Park Total)</b>			\$	

## **Exhibit B – Maps & Photos**

See the links below for maps and photos.

<https://thewoodlandstow.../View/18938/C-2024-0499-Maps>

<https://thewoodlandstow.../View/18940/C-2024-0499-Amenity-Photos>

## **Exhibit C – Bid Certification**

Town Center Parks Powder Coating: C-2024-0499

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 **Town Center Parks Powder Coating**

**Contract Numbers: C-2024-0499**

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

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Date

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Signature

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Title

---

Address

---

E-mail address

---

Name (please print)

---

Company Name

---

Phone Number

---

Cell Phone Number

## **Exhibit D – Addendum Acknowledgement**

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

## Exhibit E – Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p><b>1</b> <input type="checkbox"/> <b>Name of vendor who has a business relationship with local governmental entity.</b></p> <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> <p><b>3</b> <b>Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center; margin-top: 10px;">Name of Officer</p>		<b>OFFICE USE ONLY</b>
<p><b>4</b> <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> <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> <p><b>5</b> <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></p> <p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p> <p><b>7</b></p>		
<p>Signature of vendor doing business with the governmental entity</p>		<p>Date</p>

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

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- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

- (2) the date the vendor becomes aware:

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

## **Exhibit F – References**

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

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

## Exhibit G – Statement of Qualifications

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

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

1. Name of Firm - \_\_\_\_\_
2. Permanent main office address - \_\_\_\_\_
3. If a corporation, where incorporated - \_\_\_\_\_
4. How many years have you been engaged in the powder coating service business? Under what firm or trade names and how long under each?  
\_\_\_\_\_  
\_\_\_\_\_

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

6. Are you licensed as Contractor in the State of Texas?  
Yes  No  If "Yes", please provide Contractor numbers?  
\_\_\_\_\_

7. General character of work performed by your firm - \_\_\_\_\_

8. Has your firm ever failed to complete any work awarded to you?  
Yes  No  If "Yes", where, and why?  
\_\_\_\_\_  
\_\_\_\_\_

9. Has your firm ever defaulted on a contract?  
Yes  No  If "Yes", where, and why?  
\_\_\_\_\_  
\_\_\_\_\_

10. List 5 projects of similar size and scope:

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

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

Yes  No  If "Yes", PROVIDE DETAILS.

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

Yes  No  If "Yes", PROVIDE DETAILS.

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

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

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

(Name of Bidder)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

## Exhibit H – Subcontractors

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

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

Subcontractor's Name

### Subcontractor's Type of Work

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

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

## **Exhibit I – Insurance Requirements**

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

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all Subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$1,000,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
  - (1) XCU Coverage,
  - (2) Contractual Liability Coverage,
  - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
  - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or Subcontractors.
- d. Cyber Risk Insurance (including professional oversight liability) covering acts, errors, and omissions arising out of operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
- e. All insurance policies required by this Paragraph 7 shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - (2). Additional insured for The Woodlands Township should be on a primary and non-contributory basis.
  - (3). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

- (4). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
- (5). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
- (6). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least thirty- (30) days' notice prior to cancellation or non-renewal of the insurance.
- (7). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (8). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (9). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (10). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.
- (11). Transmittal of proof of insurance should reference the Woodlands Township contract number (as listed in the footer below).

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

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

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

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

**Exhibit J – Bid Bond SAMPLE**

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

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

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

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

ATTEST:

\_\_\_\_\_  
PRINCIPAL  
\_\_\_\_\_

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

(SEAL)

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

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

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

## Exhibit K – Bid Submission Checklist

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

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

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

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

<b>Vendor Name:</b>					
<b>Individual submitting:</b>					
<b>Contract Number: C-2024-0499</b>					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
YES	General Specifications and Acknowledgement		YES	References	
YES	Bid Tabulation Form		YES	Notarized Statement of Bidders Qualifications	
YES	Bid Certification		YES	Bid Bond-2% of value of bid	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
NO	State Texas Licensed Pesticide Applicator		YES	Signed Conflict of Interest Questionnaire (CIQ)	
NO	State Texas Licensed Irrigator		YES	Equipment List	
YES	Staffing and Operations Plan		YES	Supporting Documents	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>					
Required		Acknowledged	Required		Acknowledged
YES	Form 1295 – “Certificate of Interested Parties”		NO	Payment Bond This applies to bids that exceed \$25,000	
YES	Performance Bond Requirements. This applies to bids that exceed \$25,000		YES	Worker's Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
YES	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

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

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