



**The Woodlands Township  
Transportation & Infrastructure Department  
2801 Technology Forest Blvd  
The Woodlands, TX 77381**

**Invitation for Bid**

**Contract Number: C-2023-0266**

**2023-2026 Transportation Facilities Janitorial Services**

**PURPOSE**

Contractor shall provide all labor, materials, equipment, licensing, supervision, and monthly reporting, as necessary and adequate for janitorial services of three (3) Park & Ride properties and the Trolley Operations Facility:

*Sawdust Park and Ride: 701 Westridge Dr. Spring, Texas 77380*

*Research Forest Park and Ride: 3900 Marsico Place, The Woodlands, Texas 77381*

*Sterling Ridge Park and Ride: 8001 McBeth Way, The Woodlands, Texas 77382*

*Trolley Operations Facility: 700 Westridge Dr. Spring, Texas 77380*

Standards and frequencies are based on the specifications in the bid documents. The term Contractor, Bidder and Vendor may be used interchangeably throughout the document. The contract will include services based on the outlined service specifications for a term of 36 months beginning December 1, 2023, and ending November 30, 2026.

<b>Mandatory Pre-Bid Meeting 1:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>September 12, 2023</b>
<b>Deadline for Written Questions at 5:00 p.m. CST</b>	<b>September 18, 2023</b>
<b>Bids Due by 1:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>September 29, 2023</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 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, the Township or the government of the United States for America per Federal Transportation Administration (FTA) regulations 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.thewoodlandstownship-tx.gov/bids">www.thewoodlandstownship-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 and property portfolio is 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 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	The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with transportation or community activities.	
1.18	The Park and Ride facilities will remain open for use by Township staff or the public when contractor is performing its maintenance operation.	
1.19	Safety of residents, visitors, other third-party contractors, and staff 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	Service can only be requested by authorized personnel who include Township staff having a title of Interagency Specialist, Transit Manager, Asset & Safety Manager, Director, Chief Operating Officer, or President/CEO.	
1.21	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 trash, lumber, etc. can be dumped in the woods or green spaces. No vehicles, etc. can be parked except in designated areas assigned by The Woodlands Township designee.	
1.22	Bid prices shall be firm 120 days from bid opening.	
1.23	Evaluation of bid considers the following considerations: price, quality, and vendor's experience.	
1.24	The following exhibits are within this document:  Exhibit A - Standards and Specifications Exhibit B - Janitorial Services Task & Frequency Schedule Exhibit C - Tabulation Form – Total all Scope of Services Per Month Price Exhibit D - Bid Certification Exhibit E - Addendum Acknowledgement Exhibit F - Conflict of Interest Questionnaire Exhibit G - References Exhibit H - Statement of Qualifications Exhibit I - Subcontractors Exhibit J - Insurance Requirements	

	Exhibit K - FTA Clauses Exhibit L - Bid Submission Checklist	
<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 Conflict of Interest Questionnaire (CIQ).	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to The Township copies of said licenses, permits prior to the commencement of any work hereunder	
2.5	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.	
<b>3</b>	<b>INSTRUCTIONS</b>	<b>Bidders Initials</b>
3.1	A mandatory pre-bid meeting will be held at 1:00 p.m. CDT on September 12, 2023, at The Woodlands Township Townhall, 2801 Technology Forest Blvd., The Woodlands, Texas 77381 in Room 150.	
3.2	The Sawdust Park and Ride, Sterling Ridge Park and Ride, and Research Forest Park and Ride facilities are open for inspection daily Monday through Friday, 5:00 a.m. to 8:00 p.m. All other properties are not currently available for inspection outside of the pre-bid meeting. Please coordinate site inspections at least 48 hours in advance with Nicole Mathews, via email to <a href="mailto:nmathews@thewoodlandstowship-tx.gov">nmathews@thewoodlandstowship-tx.gov</a> .	
3.3	All email correspondence should be referenced “IFB Transportation Facilities Janitorial Services C-2023-0266” in the subject line.	
3.4	<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 Nicole Mathews, Transit Manager, at <a href="mailto:nmathews@thewoodlandstowship-tx.gov">nmathews@thewoodlandstowship-tx.gov</a> . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. <b>All questions are to be received no later than September 18, 2023, at 5:00 p.m. CST.</b> Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstowship-tx.gov/bids">http://www.thewoodlandstowship-tx.gov/bids</a>	
3.5	<b>Sealed bids</b> , addressed to The Woodlands Township, 2801 Technology Forest Drive, The Woodlands, Texas 77381, Attention: Nicole Mathews, Transit Manager, must be received at the above address no later than September 29 <sup>th</sup> , at 1:00 p.m. CDT for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary 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. Electronic bids may be accepted; however, such method does not ensure receipt.	
3.6	Each sealed envelope containing the bid(s) must be clearly marked on the outside <b>BID for 2023 – 2026 Transportation Facilities Janitorial Services, C-2023-0266</b> and the envelope should bear on the outside the name of the bidder and company their address.	
3.7	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, FTA clauses, 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.	
3.8	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.	
3.9	Bidder is required to submit three (3) references with addresses and contact information of previous projects of similar or like nature that the vendor has provided to similar clients within the past two (2) years.	
<b>4</b>	<b>SCOPE OF WORK</b>	<b>Bidders Initials</b>
4.1	The contract for these services, if awarded, shall be for <b>thirty-six (36) months (December 1, 2023, through November 30, 2026)</b> . Any and all financial obligations of The Woodlands Township under a proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	
4.2	Within one hundred and twenty (120) days before the expiration of the Initial Term (November 30, 2026), The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the “Renewal Notice”) for an additional period of time. (the “Renewal Term”). If The Woodlands Township delivers the Renewal Notice, the Parties shall, within thirty (30) days from the date of receipt of the Renewal Notice, use good faith efforts to negotiate the terms and conditions of the Renewal Term. Any agreed upon Renewal Terms shall be in writing and executed as a Modification of the Agreement. In the event the Parties are unable to agree upon the terms and conditions for the Renewal Term, then the Agreement shall expire upon the expiration of the current Term or otherwise terminate pursuant to the terms of the Agreement. Renewal Terms will be limited to a maximum of two (2), three (3) year renewal periods.	
4.3	Service requests may be sent to Contractor multiple times a week via email. All emails should be acknowledged upon receipt. Work shall be addressed during the next agreed upon service visit.	
4.4	Additions to the Contract, i.e., new services are based on unit prices as agreed upon in the bid, The Township will request a proposal for additional services and will add it to the contract, at their discretion.	
4.5	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.	
4.6	Selected Contractor to supply all necessary personnel, tools, machinery, materials, supplies and equipment to perform the work as specified herein.	
4.7	Contractor is responsible for obtaining such supplies, materials and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	

4.8	Service locations are public and extremely sensitive to disruption. Contractor must ensure the general public and user's safety when performing services in and around all locations.	
4.9	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
4.10	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	
4.11	Contractor shall adhere to image standards – meaning each employee will be identified by a company uniform.	
4.12	Contractor is responsible for damage to persons and property caused during the performance of contracted work.	
4.13	Contractor is responsible for responding to emergencies as deemed by The Township. Contractor shall provide an emergency response number(s), office, and mobile number. Contractor must respond to the emergency in an appropriate amount of time as deemed by the Township.	
4.14	Contractor is responsible for the legal disposal and cost of trash, litter, and debris removal. Township to provide a trash dumpster at the Sawdust Park and Ride and the Trolley Operations Facility.	
4.15	All services shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.	
4.16	Contractor shall maintain a safe area while providing services. Contractor's safety and emergency plans must be submitted to and reviewed by The Woodlands Township prior to providing services.	
4.17	Contractors shall use EPA approved materials and upon request from The Woodlands Township provide MSDS sheets for any materials utilized during the project.	
4.18	The Contractor will be held responsible for any damages to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that is caused by the Contractor's 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 or other mutually agreeable source.	
4.19	Contractor must review, acknowledge, and abide by the rules and regulations set forth by the FTA. Applicable regulations are listed in Exhibit K.	
4.20	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.	
4.21	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 Unit Prices	
4.22	An award of contract is subject to The Woodlands Township Board of Directors approval.	
4.23	<b><u>Transportation Facilities Janitorial standards and specifications – See Exhibit A</u></b>	

5	INVOICING AND PAYMENT	Bidders Initials
5.1	Unit prices shall remain in effect for the length of this agreement (December 1, 2023, through November 30, 2026)	
5.2	Evaluation of bid takes into account the following considerations: price, references, familiarization with The Woodlands, etc.	
5.3	THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.	
5.4	Unit price shall be inclusive of all charges (staff time, equipment, disposal, truck charges, environmental charges, etc.).	
5.5	<p>Monthly invoices from the selected vendor must be submitted containing at least the following information:</p> <ul style="list-style-type: none"> <li>• Location of Service</li> <li>• Month of Service</li> <li>• Unit Price</li> <li>• Total Cost</li> <li>• Dates visited – additional services outside of Base bid services.</li> </ul> <p><b><u>No payment will be made without report as backup documentation – See details outlined in Exhibit A</u></b></p>	
5.6	<b>Added services-</b> Contractor shall submit to the Township invoices upon completion of the service request but no later than monthly or thirty (30) days after completion of the work. Invoices may include multiple service requests if outside of Base Bid Services. For example: Transportation Facilities Janitorial Services additional service.	
5.7	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice, and the Contractor is not in default under the provisions of this contract.	
5.8	Contract payment will be on a monthly basis, based on a detailed invoice provided to The Township from the selected Contractor. The billing of services is on a per unit or per month price which are submitted as a total monthly price.	

**Exhibit A - Standards and Specifications**

	<b>Service Standards and Safety</b>	<b>Bidders Initials</b>
<b>1</b>	<p><b>DEFINITIONS</b></p> <p>Definitions are provided for a few terms used in this invitation for bid to provide further clarification to applicable service standards:</p> <p><u>Dust</u>: To clean a surface free of all dust, streaks, lint, cobwebs, and non-adhered dirt. Dust shall be removed rather than stirred up or scattered. It shall be accomplished using microfiber, electrostatic or functionally similar dust cloths or mitts. Dusters with extendable poles made specifically for wall and ceiling dusting shall be used for such surfaces.</p> <p><u>Dust-Mop</u>: To clean a floor free of all debris, dust, dust streaks, lint, cobwebs, and non-adhered dirt. Once centralized in piles, debris shall be removed rather than stirred up or scattered. It is accomplished with a cotton or cotton-blend looped Industrial mop.</p> <p><u>Damp-Mop</u>: To clean a floor so that, when dried, it is free from streaks, smears, dirt residue, shoe marks, standing water and odors. It shall always be preceded by sweeping, vacuuming, or dust-mopping the floor, and shall be accomplished with cotton or cotton-blend looped industrial rag mop.</p> <p><u>Disinfect</u>: To clean using a product that contains antimicrobial agents that kill microorganisms. Disinfectants shall not be caustic or harmful to the floors or fixtures that it is used upon.</p>	
<b>2</b>	<p><b>CLEANING STANDARDS &amp; REQUIREMENTS</b></p> <p>The performance of all cleaning and servicing shall be carried out in a professional manner in accordance with accepted industry standards. The following list shows standards or tasks that the Township places an emphasis on or requires, regardless of whether considered typical industry standard.</p> <ul style="list-style-type: none"> <li>• Cleaning/disinfecting toilets and urinals shall always include the exterior portion of the fixture with an emphasis on the toilet-seat and tile top, front and sides of the toilet bowl down to the ground.</li> <li>• Water/disinfectant solution used for mopping floors shall be changed when "dirty" such that the definition of a damp-mopped floor in the preceding section can be met.</li> <li>• Separate dust mops and mops shall be used for bathrooms. Such implements shall be clearly identified as to its use. Any implement used in the bathroom shall not be used on a non-bathroom floor or any other surface until or unless laundered or similarly cleaned.</li> <li>• Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non-bathroom floor.</li> <li>• No janitorial services shall be carried out on electronic or powered office machines including telephones, personal computers, monitors, keyboards, mice, printers, switches, scanners, copiers, fax machines, calculators, projectors, televisions, DVD/CD players, or similar devices.</li> </ul>	

3	<p><b>SAFETY STANDARDS &amp; REQUIREMENTS</b></p> <p>The performance of all cleaning and servicing shall be carried out in a safe and legal manner in accordance with all applicable federal, state, and local laws and regulations. The following bulleted items represent The Township’s safety requirements of tasks that the Township places an emphasis on and requires. It does not and is not meant to represent a full and exhaustive listing of safety standards and requirements applicable to the services being carried out under this scope of services.</p> <ul style="list-style-type: none"> <li>• “Wet floor” caution signs, with appropriate symbol and written in both English and Spanish, shall be placed on the floor in any area being damp mopped until the floor is dried. The public restrooms at each facility shall be closed to public use during the cleanings during business hours. All other damp-mopped areas shall remain accessible to park and ride security personnel and Township staff during such cleanings, and at all times.</li> <li>• All cleaning products shall be used as directed by the manufacturer. Concentrated products shall be diluted to the specified ratio; required protective apparatus (e.g., gloves) shall be worn; setting or soaking periods shall be adhered to; and rinsing shall occur if directed.</li> </ul>	
4	<p><b>TASK AND FREQUENCY SCHEDULE</b></p> <p>Please see Exhibit B. Exterior of facility is limited to immediate concrete walkway area boarding each facility – approximately 6-ft wide.</p>	
5	<p><b>JANITORIAL EQUIPMENT &amp; SUPPLIES</b></p> <p><u>Contractor-Provided Equipment &amp; Supplies</u> – All janitorial equipment and supplies necessary to carry out the scope of services shall be provided by the Contractor. Equipment and supplies shall be maintained in good working condition; cleaned when appropriate; and repaired or replaced when no longer able to effectively carry out its function.</p> <p><u>Township-Provided Equipment &amp; Supplies</u> – The Township will provide (1) eight-yard capacity trash dumpster at the Sawdust Park and Ride facility and (1) eight-yard capacity trash dumpster at the Trolley Operations Facility. Contractor is permitted to dispose of trash, litter, and other waste collected from all facilities into either of these dumpsters. The Township will be responsible for any costs incurred for servicing/emptying of the dumpsters.</p>	
6	<p><b>CONSUMABLE SUPPLIES</b></p> <p><u>Types</u> – The Contractor shall provide and restock per the task listings in Exhibit B the following consumable supplies for bathroom, lobbies, offices, kitchens, and trash/receptacles:</p> <ul style="list-style-type: none"> <li>• Toilet Paper</li> <li>• Paper Towels</li> <li>• Hand Soap</li> <li>• Receptacle Liners</li> </ul> <p><u>Consumable Storage</u> - Consumable supplies may be stored in the janitorial closets at the facilities to be identified by the Township. Such supplies storage shall be strictly limited to the Township specified areas. The Contractor shall be responsible for any additionally required off-site storage space needs.</p>	

7	<p><b>CONTRACT EMPLOYEE REQUIREMENTS</b></p> <p>1) "Primary Contacts" - Contractor shall designate a person that will be the primary single point of contact for all janitorial service-related issues. The Township shall be provided with a telephone number for reaching the primary for planned absences, the Township shall be provided the name and means to contact the backup single point of contact.</p> <p>2) "Dress &amp; Identification" - At all times while on Township property, Contractor employees shall adhere to the following uniform and attire standards:</p> <ul style="list-style-type: none"> <li>• Wear either a uniform, shirt or ID badge that identifies them as employees of the Contractor.</li> <li>• Be appropriately and safely dressed (e.g., no sandals, tank tops, or shirts with graphics, other than Contractor logo).</li> <li>• Be groomed and follow hygiene practices that adhere to common local standards</li> </ul>	
3	<p><b>CODE OF CONDUCT</b></p> <p>Contractor employees shall conduct themselves in a professional and ethical manner at all times when providing services on Township property. Certain conduct, including the following, is considered unacceptable and will result in such employee from carrying out further services on Township property:</p> <ul style="list-style-type: none"> <li>• Theft or unauthorized removal of money or property from Township, its employees, contractors, passengers, or anyone else on Township property.</li> <li>• Embezzlement, bribery, and other similar forms of dishonesty.</li> <li>• Possession of any dangerous, unauthorized materials, such as explosives, firearms, or other similar items on Township property.</li> <li>• Gross negligence, gross carelessness, or willful acts which result in damage to Township employees, its passengers, or Township property or equipment.</li> <li>• Violation of safety or health rules or engaging in conduct that creates a safety or health hazard.</li> <li>• Knowingly harboring or refusing treatment of a disease or other physical condition that endangers Township employees, contractors, customers, passengers, or anyone else on Township property.</li> <li>• Obscene, abusive, intimidating, disruptive, derogatory, or threatening language or behavior with Township employees, contractors, customers, passengers, or anyone else on or adjacent to Township property.</li> </ul> <p>Following are additional examples of behavior that may result in prohibiting a Contractor employee from carrying out services on Township property.</p> <ul style="list-style-type: none"> <li>• Smoking in prohibited areas.</li> <li>• Sleeping on the job.</li> <li>• Unauthorized use of facility telephones.</li> <li>• Failure to display common courtesy.</li> <li>• Fighting, either verbally or physically striking anyone with a hand, fist or object.</li> <li>• Interfering with a Township employee's or contract security guard's work.</li> <li>• Unauthorized use/misuse of Township equipment.</li> <li>• Release of confidential Township information.</li> <li>• Harassment toward another individual.</li> <li>• Failure to properly lock and secure facility doors and gates upon departure.</li> </ul> <p>Other offenses not on these lists may be perceived as serious, even if they are of a lesser nature. If warnings have previously been issued, these multiple lesser offenses may result in prohibition from Township property. The Township retains the right to prohibit a Contractor employee from performing work on Township property for other reasonable</p>	

	<p>causes. This section is not meant to provide an exhaustive list of unacceptable conduct. Contractor employees are expected to comply with applicable laws, use common sense, and adhere to the precepts of common decency at all times.</p>	
<p>4</p>	<p><b>ACCESSIBILITY &amp; SECURITY</b></p> <p>Contractor and its employees shall keep in mind, and to extent applicable, follow practices that ensure the security and safety of Township facilities, equipment, and personnel. To this end, the following accessibility and security standards and practices shall be implemented.</p> <p><b>Park and Ride Facilities</b></p> <p><u>Keys</u> – Contractor shall be allowed entry into the facilities and janitorial storage areas by the contracted security guard or staff at each facility. Contractor will not be issued any keys, combination access cards or alarm codes for the Park and Ride facilities.</p> <p><u>Work Hours</u> – Park and Ride facilities operate from 5:00 A.M. to 9:00 P.M., Monday through Friday. Due to peak hours of bus operations, janitorial services are to be performed between 9:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise approved in writing by the Township.</p> <p><b>Trolley Operations Facility</b></p> <p><u>Keys</u> – Contractor shall be issued keys to the facility gate, main building entrance, offices, and janitorial storage area. Janitorial staff will not be granted access to the maintenance bay or adjacent storage rooms.</p> <p><u>Work Hours</u> – Main working hours for the facility, when Township staff will be present, are Monday through Friday between 6:00 A.M. and 4:00 P.M. Janitorial services can be provided Monday through Friday between 5:00 A.M. and 8:00 P.M. based on best fit for the Contractor. If services are provided when Township staff are not present on site, it will be the responsibility of the Contractor to lock and secure all doors and gates upon departure.</p> <p><b>Other Issues</b></p> <p>The Contractor and relevant employees and contracted security guards shall follow or be aware of the following:</p> <ul style="list-style-type: none"> <li>• Unless informed otherwise by the Township, during regular business hours, all doors shall remain unlocked after completing janitorial series, except for Park and Ride office doors and janitorial storage areas.</li> <li>• Outside of regular business hours, all doors and gates shall be locked after completing janitorial services.</li> <li>• Doors that shall not be locked generally include Trolley Operations Facility office doors, bathrooms, and lobbies/waiting areas.</li> <li>• Contractor employees shall not provide access to or entry to any locked building or room to anyone other than the Contractor employees performing janitorial services.</li> <li>• In the event of an emergency, Contractor employees may use the facility telephones to call 911.</li> </ul>	

## Exhibit B – Janitorial Services Task & Frequency Schedule

### PARK AND RIDE FACILITIES

Daily - Monday through Friday	All Restrooms	Offices & Lobby	Exterior of Facility
Remove all GRAFFITI in any area	As needed	As needed	As needed
Dispose of all debris and trash	X	X	X
Empty all trash cans & replace liners	X	X	X
Mop, dust-mop or sweep non carpeted floors	X	X	
Inspect & report any vandalism, equipment malfunctions or needed repairs	X	X	X
Spot clean door glass on exterior and interior doors		X	X
Empty all ashtrays and receptacles			X
Sweep or blow exterior areas around facility			X
Restock all paper supplies, soaps, etc.	X		
Clean, mop & disinfect all restroom floors	X		
Clean & polish all mirrors	X		
Clean & polish faucets & sinks	X		
Clean & disinfect toilets	X		
<b>Weekly – Friday</b>			
Wipe down vending machines		X	X
Wipe down and clean benches		X	X
Dust all furniture, windowsills & flat surfaces		X	X
Wash & clean glass windows of customer service counters		X	X
Clean & disinfect all drinking fountains		X	
Dust & vacuum all carpeted areas		X	
Disinfect all restroom partitions, doors, floors, etc.	X		
<b>Monthly</b>			
Remove cobwebs from all walls, ceilings, etc.	X	X	X
Disinfect all trash cans & receptacles	X	X	X
Wash & clean glass windows & doors on both inside and outside of facility		X	X
Disinfect all telephones & handsets		X	
<b>Semi-Annual</b>			
Strip & wax all vinyl & tile floors	X	X	
Remove any gum deposits or similar stains from floors, walkways, benches or restroom fixtures			X
<b>Annually</b>			
Shampoo all carpeted areas		X	

### TROLLEY OPERATIONS FACILITY

*Does not include the maintenance bay area.*

Daily - Monday through Friday	Restrooms	Kitchen/ Breakroom	Offices, Lobby & Multipurpose room	Exterior of Building
Remove all GRAFFITI in any area	As needed	As needed	As needed	As needed
Dispose of all debris and trash	X	X	X	X
Inspect & report any vandalism, equipment malfunctions or needed repairs	X	X	X	X
Spot clean door glass on exterior and interior doors			X	X
Empty all ashtrays and receptacles				X
Sweep or blow exterior areas around building entrances				X
Disinfect all telephones, handsets and computer mice			X	
Empty all recycling bins and bring to exterior recycling bin on property		X	X	
Mop, dust-mop or sweep floors	X	X	X	
Restock all paper supplies, soaps, etc.	X	X		

Clean & polish faucets & sinks	X	X		
Clean, mop & disinfect all restroom floors	X			
Clean & polish all mirrors	X			
Clean & disinfect toilets	X			
Weekly – Friday				
Wipe down vending machine			X	
Wash & clean interior glass windows			X	
Dust all furniture, windowsills & flat surfaces		X	X	
Clean & disinfect all water dispensers		X	X	
Disinfect all restroom partitions, doors, floors, etc.	X			
Monthly				
Remove cobwebs from all walls, ceilings, etc.	X	X	X	
Disinfect all trash cans & receptacles	X	X	X	
Wash & clean glass windows & doors on both inside and outside of building		X	X	X
Clean interior of refrigerator (do not throw away food)		X		
Semi-Annual				
Strip & wax all vinyl & tile floors	X	X	X	
Remove any gum deposits or similar stains from floors & walkways				X

**Exhibit C - Bid Tabulation Form**

	Monthly Cost	Annual Contract Cost (monthly cost x 12)
Sawdust Park and Ride	\$ _____	\$ _____
Research Forest Park and Ride	\$ _____	\$ _____
Sterling Ridge Park and Ride	\$ _____	\$ _____
Trolley Operation Facility	\$ _____	\$ _____
a. Additional Carpet Cleaning - Sawdust Park & Ride		\$ _____/per service
b. Additional Carpet Cleaning – Research Forest Park & Ride		\$ _____/per service

**Exhibit D -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 Fire Stations Landscape Maintenance and abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT/TYPE NAME**

\_\_\_\_\_  
**DATE SIGNED**

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

\_\_\_\_\_  
**COMPANY**

**Exhibit E - Addendum Acknowledgement**

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

Addenda #1 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2023  
MM DD

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

Addenda #3 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2023  
MM DD

**Exhibit F - Conflict of Interest Questionnaire**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>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.</p> <p align="center">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 align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p align="center">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 align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>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.</p>		
<p><b>6</b> <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).</p>		
<p><b>7</b></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ 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 G -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 H –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 landscape maintenance service business? Under what firm or trade names and how long under each?

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

10. List 5 projects of similar size and scope:

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

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

Yes \_\_\_\_ No \_\_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

**Exhibit I – 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 J - Insurance Requirements

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

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

(5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

(6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.

(9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

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

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must meet 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 K – FTA Clauses

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

### **I. No Obligation by the Federal Government.**

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

### **II. Program Fraud and False or Fraudulent Statements or Related Acts.**

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

### **III. Access to Records and Reports**

1. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Township, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance

through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

#### **IV. Federal Changes**

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

#### **V. Civil Rights Requirements**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **VI. Incorporation of Federal Transit Administration (FTA) Terms**

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

#### **VII. Energy Conservation Requirements**

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

#### **VIII. Disadvantaged Business Enterprise (DBE)**

2. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 3.52 %. A separate contract goal has not been established for this Contract.
3. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
4. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Township. In addition, the Contractor may not hold retainage from its Subcontractors.

5. The Contractor must promptly notify the Township, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Township.
6. The Contractor must complete the attached Certification Forms at the end of these clauses.

**IX. Fly America (for procurements involving foreign transport or travel by air)**

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

**X. Cargo Preference**

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

**XI. Contract Work Hours and Safety Standards Act**

1. Overtime requirements - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of

the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The Woodlands Township shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **XII. ADA Accessibility**

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
3. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
4. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
5. The Contractor and all Subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
  - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation.
  - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation.

- c. 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation.
- d. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation.
- e. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation.
- f. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation".
- g. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC.
- h. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation.
- i. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation.
- j. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation.
- k. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**XIII. Seat Belt Use**

- 1. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Township.

**XIV. Distracted Driving, including Text Messaging While Driving**

- 1. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**XV. No Assignment**

- 1. Any Contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of the Township, and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract and may be considered void for all purposes at the election of the Township.

**XVI. Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment**

- 1. Contractors are prohibited from obligating or expending loan or grant funds to:
  - a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment,

services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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Signature of Contractor's Authorized Official

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Name & Title of Contractor's Authorized Official

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Date

**XVII. Trafficking in Persons**

1. Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use

forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

**XVIII. Federal Tax Liability and Recent Felony Conviction**

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name & Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**XIX. Protests**

1. *Pre-Bid Protests*: Protests pertaining to the scope of services, bid forms, provisions, terms, conditions, proposed form of procurement or addenda must be submitted in writing to the Township’s Contracting Officer within five (5) business days prior to the bid due date. Protests must be supported by sufficient written information to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported, or it is not received within the time limits specified herein.
  - a. Protests based upon restrictive specifications, alleged improprieties or other similar situations prior to the submittal deadline as stated herein must be submitted in writing to the Township’s Contracting Officer within five (5) business days prior to the submittal due date.
2. *Post-Award Protests*: Protests resulting from the award of a contract through the RFQ procedure must be made in writing to the Township’s Contracting Officer within three (3) working days of the letter of non-selection to the prospective offeror. The protest must outline the specific portion of the specification or bid procedure that had been violated. Untimely or late protests will not be considered.
  - a. Protests by an interested party regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 or Participation by Disadvantaged Business Enterprise in

Department of Transportation Programs, 49 CFR 23.

- b. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.
3. Contracting Officer Contact:  
The Woodlands Township  
Monique Sharp, President/CEO  
2801 Technology Forest Blvd.  
The Woodlands, TX 77381

## **XX. Termination**

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

written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Township shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

7. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Township may terminate this contract for default. The Township shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

#### **XXI. Recycled Products**

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

#### **XXII. Breaches and Dispute Resolution**

1. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by The Woodlands Township's President/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.
2. Performance During Dispute - Unless otherwise directed by the Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Township and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Township is located.
5. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of

any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Township, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**XXIII. Government-Wide Debarment and Suspension**

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

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Signature of Contractor's Authorized Official

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Name & Title of Contractor's Authorized Official

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Date

**XXIV. Clean Air**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**XXV. Clean Water Requirements**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Township and understands and agrees

that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**XXVI. Lobbying Restrictions**

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

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

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Signature of Contractor's Authorized Official

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Name & Title of Contractor's Authorized Official

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Date

**Exhibit L - 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.*

Vendor Name:		
Individual submitting:		
Contract Number: C-2023-0266		
<b>BEFORE AWARD – The following documents must be provided with the bid submittal</b>		
Required	Item	Bidder has included in Submitted Packet (Initial)
YES	Exhibit A – Standards and Specifications	
YES	Exhibit C – Bid Tabulation Form	
YES	Exhibit D – Bid Certification	
YES	Exhibit E – Addendum Acknowledgment	
YES	Exhibit F – Conflict of Interest Questionnaire	
YES	Exhibit G – References	
YES	<b>Notarized</b> Exhibit H – Statement of Bidders Qualifications	
YES	Exhibit I – Subcontractor List	
YES	Exhibit K – FTA Clauses	
NO	Bid Bond – 2% of value of bid	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>		
Required		Acknowledged
YES	<b>Form 1295 – “Certificate of Interested Parties”</b>	
NO	<b>Performance Bond</b> Requirements -This applies to bids that exceed \$100,000	
YES	<b>General Liability and Auto</b> Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
NO	<b>Payment Bond</b> - This applies to bids that exceed \$25,000	
YES	<b>Worker’s Compensation</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.**

FOR TOWNSHIP STAFF USE

Witness of Bid opening after submittal deadline

Staff Initial \_\_\_\_\_ Staff Initial \_\_\_\_\_

Date & Time \_\_\_\_\_ Date & Time \_\_\_\_\_