



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

Invitation for Bid

Contract Number: C-2023-0299

2024-2026 Generator Maintenance & Repair Services

Mandatory Pre-Bid Meeting Bid at 10:00 a.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381	October 4th , 2023
Deadline for Written Questions at 5:00 p.m. CST	October 9th , 2023
Bids Due by 5:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381	October 18th , 2023

General Standards and Specifications

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

1	GENERAL	Bidder Initials
1.1	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.2	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
1.3	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at www.thewoodlandstownship-tx.gov/bids .	
1.4	Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.5	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.6	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.7	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.	

1.8	There will be no public bid opening; however, bid tabulations and related bid documents will be released once the Board of Directors has reviewed and approved them.	
1.9	Any alterations, additions, or deletions, to either the instructions to bidders, or the proposal form shall constitute the bid(s) as unacceptable.	
1.10	It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, offices, terminals, parks, pools, and sports fields are continually growing and the successful contractor must be capable of handling contract additions throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.11	Contractor shall be capable of receiving communication by web, email, or via phone call/message.	
1.12	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Township to Contractor unless agreed upon in advance in writing by The Township.	
1.13	Contractor shall remove all rubbish, waste and discarded material that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.14	Each employee will be identified by a company uniform (shirt, pants, or cap) and vehicles will be clean, and all marked with company name.	
1.15	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
1.16	Equipment must be well maintained and in good condition.	
1.17	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.18	The facilities may remain open for use by the public when contractor is performing its maintenance operation.	
1.19	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas in and around where the work is taking place.	
1.20	Each contractor is responsible for repairing any damage to the existing facilities, irrigation, utilities, landscape, or grounds that occurred because of work, where applicable.	
1.21	Service can only be requested by authorized personnel who include Township staff having a title of Facility Maintenance Engineer, Supervisor, Superintendent/Manager, Director, Asst. Director, Chief Operating Officer, or President/CEO	

1.22	<p>The following exhibits are within this document:</p> <p>Exhibit A Bid Tabulation Exhibit B - Bid Certification Exhibit C - Addendum Acknowledgement Exhibit D - Conflict of Interest Questionnaire Exhibit E - References Exhibit F - Statement of Qualifications Exhibit G - Subcontractors Exhibit H - Insurance Requirements Exhibit I - Bid Bond Sample Exhibit J - Township Boundary Map Exhibit K - Bid Submission Checklist</p>	
2	LAWS, REGULATIONS, AND INSURANCE	Bidder Initials
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit a signed Form CIQ (Example CIQ - Appendix A) with the bid submission.	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to The Township copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
2.5	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
2.6	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
2.7	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	

3	INSTRUCTIONS	Bidder Initials
3.1	A Mandatory Pre-Bid Meeting will take place at The Woodlands Township Town Hall at 2801 Technology Forest Blvd, The Woodlands, Texas 77381 <u>on Wednesday October 4th, 2023, at 10:00 a.m. CST.</u> Please come to the Main Front Lobby and Sign In.	
3.2	Contractors may visit sites on their own time to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations. There will be no formal site visit with Township Personnel.	
3.3	INTERPRETATIONS AND ADDENDA- All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted <u>in writing via email to Glen Bernstein at gbernstein@thewoodlandstowship-tx.gov</u> . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. All questions are to be received <u>no later than October 9th, at 5:00 p.m. CST.</u> Only answers issued by Addenda will be binding. All addendums <u>will be posted by October 13th 2023, at 5:00 p.m. CST</u> on The Woodlands Township website. http://www.thewoodlandstowship-tx.gov/bids	
3.4	Sealed bids , addressed to The Woodlands Township, 2801 Technology Forest Drive, The Woodlands, Texas 77381, Attention: Glen Bernstein, must be received at the above address <u>no later than October 18th, 2023, at 5:00 p.m. CST</u> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide services based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package. No electronic bids or emailed bids will be accepted.	
3.5	Each sealed envelope containing the bid(s) must be clearly marked on the outside BID FOR 2024 to 2026 Generator Maintenance & Repair Services and the envelope should bear on the outside the name of the bidder and company their address.	
3.6	All companies bidding on this project must include the information outlined in the ITEMS TO BE INCLUDED IN BID SUBMITTAL - <u>See Exhibit K bid submission checklist</u> , bid bond, <u>Statement of qualifications See Exhibit F This statement must be notarized (SEAL)</u> , list of subcontractors, references, licenses, insurance requirements, and other items requested in this bid document.	
3.7	All Bids must be made on the required BID TABULATION FORMS. All blanks' spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.	
3.8	Bidder is required to submit three (3) references of previous projects of similar or like nature.	
3.9	Bid Bond -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of \$2,500 payable to The Woodlands Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter a contract.	

3.10	All Repairs submitted (routine work, Capital Projects, Special Projects, shall be completed within a time frame that will be mutually agreed upon by both parties. In the event Contractor fails to perform any portion of the work as agreed the Township reserves the right to remedy per the terms in the Plumbing Services Contract Scope.	
3.11	Within ninety (90) days before the expiration of the Initial Term December 31 st , 2026, The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the "Renewal Notice") for an additional period. (the "Renewal Term"). If The Woodlands Township delivers the Renewal Notice, the Parties shall within thirty (30) days from the date of receipt of the Renewal Notice, use good faith efforts to negotiate the terms and conditions of the Renewal Term. Any agreed upon Renewal Terms shall be in writing and executed as a Modification of the Agreement. In the event the Parties are unable to agree upon the terms and conditions for the Renewal Term, then the Agreement shall expire upon the expiration of the current Term or otherwise terminate pursuant to the terms of the Agreement. Renewal Terms will be limited to a maximum of two (2), three (3) year renewal periods.	
3.12	Upon award of Bid by the Board of Directors of The Woodlands Township, the effective date of the subsequent Generator Maintenance & Repair Services Contract is anticipated to be January 1 st , 2024.	
4	INVOICING AND PAYMENT	Bidder Initials
4.1	The contract for these services, if awarded, shall be for thirty-six (36) months (January 1st, 2024 to December 31st, 2026) . All financial obligations of The Woodlands Township under a proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	
4.2	<p>The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice, and the Contractor is not in default under the provisions of the Generator Maintenance & Repair Services Contract.</p> <p>No taxes shall be included in the bid price since The Township is exempt from all sales tax. The Township will provide selected vendor applicable proof of sales tax exemption.</p> <p>Cost for material, supplies and equipment will be billed at cost plus an additional mark-up percentage as identified in the tiered bid tabulation. A verification of cost of materials shall be provided upon <u>request</u> for all materials, supplies, and equipment over \$250.00.</p>	
4.3	Work Orders (WO) and service requests may be sent to Contractor multiple times a week via email, these emails or WOs should be acknowledged upon receipt. Work shall be addressed at the latest during the next regularly scheduled service visit or based upon emergency request.	
4.4	<i>All per hour cost shall be inclusive of all charges (truck charges, shop costs, pipe dope, task specific tool or equipment, towels, service/ fuel surcharges, environmental charges, trip charges, disposal fees, etc. and MILEAGE to and from Township facilities.</i>	

4.5	The Township requires the Contractor be on call on a 24-hour basis for any emergency that may occur. The Contractor must be able to respond to The Township site within four (4) hours after request for Straight/Overtime Service and within four (4) hours of a Weekend/Holiday request for service unless deemed an Emergency which is within (2) two hours.	
4.6	Selected Contractor to supply all necessary, personnel, tools, machinery, materials, supplies, and equipment to perform the work as specified herein.	
4.7	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. The Township reserves the right to require the Contractor to submit quotes from multiple suppliers for materials and supplies on a case-by-case service request basis.	
4.8	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission. Service Locations are public and extremely sensitive to disruption. Contractor must ensure the public and user's safety when performing services in and around all locations.	
4.9	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.	
4.10	Contract additions will be based on unit prices agreed in contract for the work requested. The Township will request a proposal for additional services added and will add said services to the contract at their discretion.	
4.11	<p>All Invoices must have the <i>First and Last name of the Township Employee</i> requesting the work by location being serviced or the invoice will be rejected, and vendor notified for corrections. Invoices from the selected vendor must contain the following information:</p> <ul style="list-style-type: none"> • Service Requested by: • WO or PO Number – (Township Provided) • Service Site/Facility/Address • Service Completion Date & Time • Hourly Rate (Unless it is a scheduled PM) • Brief Description of Services and Material provided. • Verification of Cost of Material Upon Request • Total Amount <p>Contractor shall submit to the Township invoices upon completion of the service request and/or Work Order no later than 7 days after the completion of the work via email to invoice@thewoodlandstowship-tx.gov for documentation, contractors vendor invoice review and processing.</p>	

4.12	<p>An hour of work is defined as one person working minimum one hour (60 minutes) or thereafter partial in 30-minute increments. Chargeable work hours can start when entering the Woodlands Township boundaries. Township shall not be charged for time spent commuting from contractor office sites to The Woodlands. Contractor is expected to arrive to work sites with supplies needed for typical repairs to avoid time wasted traveling to and from supply houses.</p> <p><u>A billable hour or partial does not include travel time to/from a previous jobsite outside of the Township boundaries or lunch/break time while traveling to/from a supplier or while on site. All onsite times for each contractor employee shall be noted with arrival and departure date and time on the invoice.</u></p>	
4.13	Straight time is defined as time occurring Mondays through Fridays between 7 am and 7 pm	
4.14	Overtime is defined as time occurring Mondays through Fridays between 7 pm and 7 am	
4.15	Saturdays and Sundays are defined as time occurring between Saturdays at 12:01 am to Sundays at 11:59 pm	
4.16	<p><u>Emergencies are defined as any time the Township deems the situation an emergency and requires a (2) two-hour response. This rate is to show up to the site and assess the situation and make repairs, if possible, within (1) hour upon arrival, after that the rate defaults to the Labor Rate for the dates and times.</u></p>	
4.17	Holidays are defined as holidays for which The Woodlands Township observes. See Township Website for Holidays.	
4.18	Next day response time is defined as receiving a call from a Woodlands Township employee and reporting to the identified location the next day to inspect and review the condition identified from the employee.	
4.19	Contractor warrants that labor on a repair (including repair and Replacement parts) will function properly for a period of one (1) year or Manufacturer’s warranty whichever is greater from The Township’s acceptance/date of installation and be noted on the invoices for the component. If additional warranty extensions are available, please notify in advance of repair or replacement.	
4.20	All Contractor Personnel performing Preventative Maintenance, Service, Diagnostic or Repair work shall be a Texas State licensed if required or have the proper credentials to work on commercial generators. Contractor's employees and agents must contact personnel at the entry point of the designated Facility and will be required to always wear identification badges while on The Township’s premises.	

5	Scope	Bidder Initials
5.1	Provide all equipment, labor, and materials for Commercial Stationary Standby Generator Maintenance Services and as needed repairs for new and existing facilities in accordance with the General Standards and Specifications for all Township facilities for a period of 36 months as outlined in this bid packet beginning January 1 st , 2024, to December 31 st , 2026.	
5.2	<p>Minor PM & (2) Hour Load Test: Includes visual inspection of all belts, hoses, fittings, fluid levels, crankcase heaters, controls, electrical connections, battery voltage, control panel operation, water pump, radiator cap, rain cap and Transfer switch panel, date/time, internal electrical area, etc. at a minimum. Include any additional items per manufacturers recommendations. Perform (2) Hour load test.</p> <p>Major PM: Includes all Items in Minor PM <i>except (2) hour load test:</i> Perform oil, diesel fuel analysis. Change oil, replace oil & fuel filters. Check/Replace belts/hoses as needed. All inspection & oil/fuel analysis reports are to be sent to the designated Township Facility Engineer responsible for the site via email in .pdf format.</p> <p>All filters & batteries must have the date written on them with legible marking pen when replaced. A sticker with the date / time and technicians' initials must be placed on the unit. Note: The Township must approve the brand of Batteries used as replacement. We may elect to provide.</p>	
5.3	When performing PMs, if items are found that need to be addressed outside of the quoted PM pricing, please notify the designated Township Facility Engineer responsible for the site via phone, text, or email immediately.	
5.4	When a third-party subcontractor is required to do diagnostic work on the generator panels or transfer switches this would be considered a pass thru cost with an administrative mark up. The Township has Electrical and Plumbing Services Contractors under contract for anything external to the Generators that may need to be addressed.	
5.5	There are currently (5) Kohler Generators with a 5 year (Limited Comprehensive Warranty) that will be installed in 2024. All (5) Kohler Generators have been ordered with Ayantra Pro generator monitoring system. Note: We would like to add this Monitoring System to our remaining (8) units in the future.	

Exhibit A - Bid Tabulation Form

Name	Address	GEN BRAND	GEN MODEL	GEN SN	FUEL TYPE	KW	VOLTAGE	NOTES	PRICE for Minor PM & 2 Hour Load Test In January	PRICE for Major PM In July
Station 1 / Central	9951 Grogans Mill Rd, The Woodlands TX 77380	CUMMINS	DFEK-1210029	H12037811	DIESEL	500	480			
Station 2	9303 Gosling Rd, The Woodlands TX 77381	ONAN	GGHJ	K104769129	NG	125	208			
Station 3	1522 Sawdust Rd, The Woodlands TX 77380	KOHLER	80RZ62	360668	NG/LP	80 / 100	240	*TO BE REPLACED IN 2024*		
Station 4	7900 Bay Branch Dr, The Woodlands TX 77382	KOHLER	80RZ62	Not Readable	NG/LP	80 / 100	240	*TO BE REPLACED IN 2024*		
Station 5	10100 Branch Crossing Dr, The Woodlands TX 77382	CUMMINS	GGHG-5628320	G030523899	NG	85	208			
Station 5 (FUTURE)	???? McBeth Way, The Woodlands, TX 77382	KOHLER ?	TBD	TBD	NG	150?	TBD	**2024 / 2025 INSTALL**		
Station 6	1100 Windsor Lakes Blvd, The Woodlands TX 77384	KATOLIGHT	NL100FRG4	156484-0208	NG	100	480			
Station 7	26722 Kuykendahl Rd, The Woodlands TX 77375	CUMMINS	GGLB-6913842	C110201179	NG	150	208			
Station 8	11800 Gosling Rd, The Woodlands TX 77381	CUMMINS	GGLB-6913842	C110201178	NG	150	208			
(ETC) Emergency Training Center	16135 IH-45 S, The Woodlands TX 77385	KOHLER ?	TBD	TBD	NG	150?	480	**2024 / 2025 INSTALL**		
Rob Fleming Recreation Center	6464 Creekside Forest Drive, The Woodlands TX 77389	KOHLER	KG150	TBD	NG/LP	150	480	*2024 INSTALL*		
Bear Branch Recreation Center	5310 Research Forest Drive, The Woodlands TX 77381	KOHLER	KG150	TBD	NG/LP	150	208	*2024 INSTALL*		
PARDES - Parks and Rec Buildings	8203 Millinium Forest Drive, The Woodlands TX 77381	KOHLER	KG150	TBD	NG/LP	150	480	*2024 INSTALL*		
The Woodlands Township Town Hall	2801 Technology Forest Blvd, The Woodlands, TX 77381	KOHLER	200REOZJF	3039563	DIESEL	200	480			
The Woodlands Township Town Hall	2801 Technology Forest Blvd, The Woodlands, TX 77381	ONAN	DGDB-3374853	G990947719	DIESEL	100	480	PROJECTED TO BE REPLACED IN 2026		
NOTES * These units are on order							Total			
NOTES ** These units are in design phase										

Exhibit A - Bid Tabulation Form

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

Exhibit A - Bid Tabulation Form

Page 3

Item	Definition	Markup Percentage	
Supplies, Materials, Parts	Cost for Items is <u>LESS</u> than \$250	Cost+%	----- %
Supplies, Materials, Parts	Cost for Items <u>MORE</u> than \$250	Cost+%	----- %
Subcontractor See Exhibit G	Third Party Vendor used for diagnostic Services or Repair, administrative markup.	Cost+%	----- %
Capital Project and Special Project Quotes	Complete Generator or Transfer Switch, Major components.	Cost+%	----- %
Equipment Rental	Cranes, Lifts, etc.	Cost+%	----- %

Exhibit B -Bid Certification

I, _____, certify that this bid, including the listed unit price in the bid tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to honor the unit prices as submitted throughout the term of the **2024 to 2026 Generator Maintenance & Repair Services C-2023-0299** Agreement and abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

SIGNATURE

DATE SIGNED

PRINT/TYPE NAME

TITLE

COMPANY

Exhibit C - 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 D - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received: _____	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 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>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</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>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</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:

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit E -References

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

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

Exhibit F –Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized (SEAL).** 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 Commercial Generator 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 2 projects of similar size and scope:

Firm	Name	Contract	Value	Contact Information
1. _____				
2. _____				

11. Are any lawsuits pending against you or your firm currently?

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

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

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

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

DATED AT _____, this ___ day of _____, 20____.

(SEAL)

(Name of Bidder)

By _____

(Signature)

Title _____

Exhibit G – Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

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

Subcontractor's Name

Subcontractor's Type of Work

If no Subcontractors are to be used, please make this page with the words.

NO SUBCONTRACTORS WILL BE USED

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

Exhibit H - Insurance Requirements

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

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

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

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

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

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

Exhibit I -Bid Bond (Sample)

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

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

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

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

ATTEST:

PRINCIPAL

By: _____
(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Exhibit J -Township Boundary Map

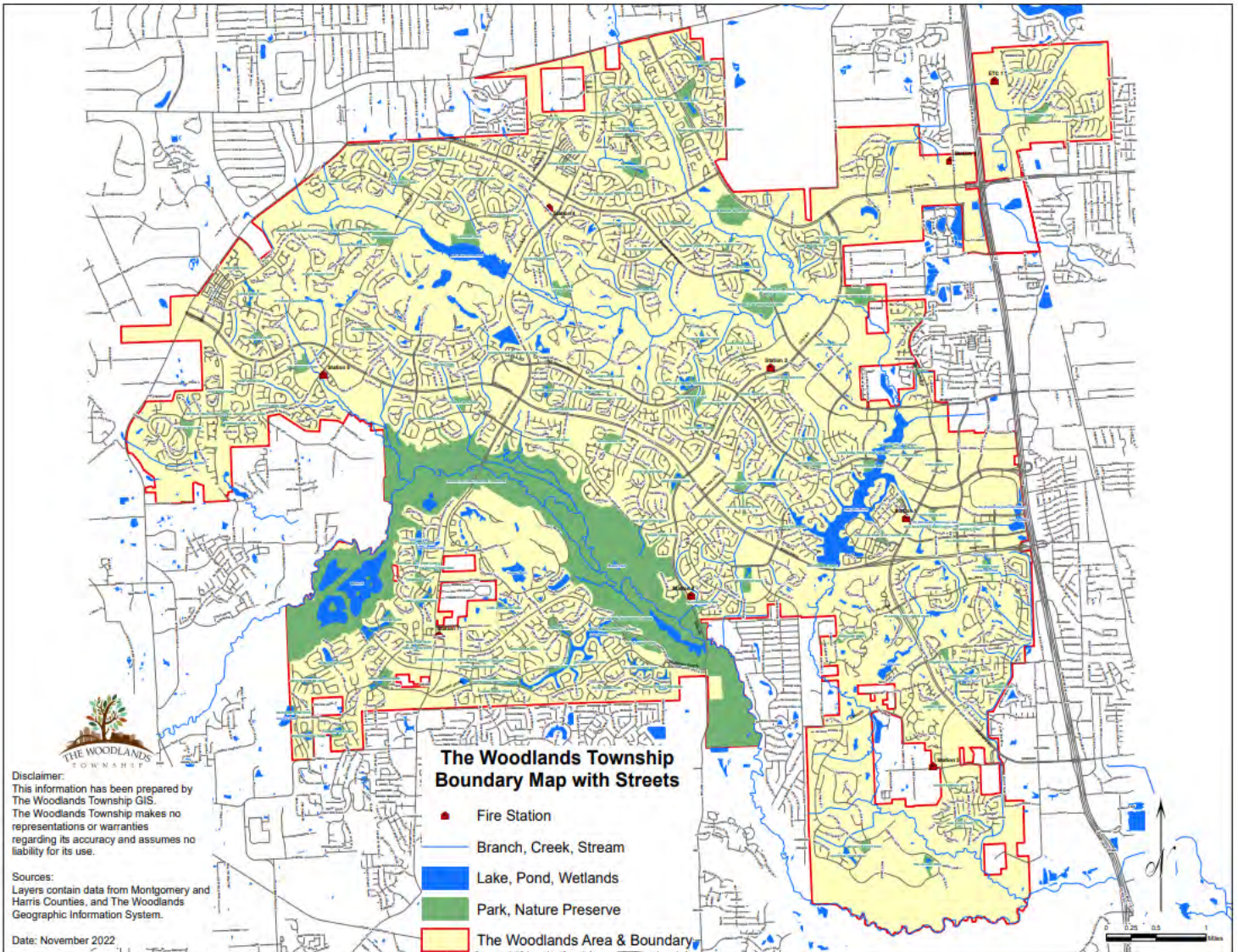


Exhibit K - Bid Submission Checklist

Only items marked X are applicable to this bid. If additional information is needed, please contact the project coordinator identified in this document. Vendor must initial each required task as it is completed.

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

Vendor Name:					
Individual submitting:					
Contract Number					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
X	General Specifications and Acknowledgement		X	Notarized Statement of Bidders Qualifications	
X	Addendum Acknowledgment		X	Bid Bond -\$2,500.00	
X	Bid Tabulation Form		X	Sub-Contractor List	
X	Reference Form		X	Signed Conflict of Interest Questionnaire (CIQ)	
X	References		X	Bid Certification	
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required		Acknowledged	Required		Acknowledged
X	Form 1295 – “Certificate of Interested Parties”			Payment Bond This applies to bids that exceed \$25,000	
	Performance Bond Requirements. This applies to bids that exceed \$25,000		X	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
X	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

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

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