



Request for Bid

THE LINK – UTILITIES AND STORM IMPROVEMENTS

DATE ISSUED: July 31, 2026

Bid Submission:

Vendors must submit one original and one digital copy (on a thumb drive) of the completed Bid Submission in a sealed envelope to Jennifer Stockton at the Temple Health & Bioscience District Office located at 201 Santa Fe Way, Suite 103, Temple, Texas 76501 on or before **2:00 p.m. CST on August 21, 2026. Bid Submissions received after this time and date will be returned unopened.**



Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that **MUST** be submitted for the bid to be considered responsive.

A COMPLETE BID SUBMISSION INCLUDES:

The following forms MUST be returned for the bid submission to be considered responsive:

- _____ Completed Exhibit A – Bid Schedule
- _____ Vendor Reference Form
- _____ Statement of Qualifications
- _____ Conflict of Interest Disclosure & Questionnaire
- _____ Related Party Disclosure Form
- _____ Bid Bond or Bid Deposit: 5% of total bid amount



Summary

Type of Solicitation	Request for Bid
Issuing Office	Temple Health & Bioscience Economic Development District 201 Santa Fe Way, Suite 103 Temple, Texas 76501
Responses to Solicitation	Sealed envelopes marked with the project name – “The Link – Utilities and Storm Improvements” – and the Vendor’s name including one original of the bid submission and one digital copy of the bid submission (on a thumb drive)
Deadline for Responses	In the issuing office no later than 2:00 p.m. CST on August 21, 2026
Optional Pre-Bid Meeting (attendance is not required)	August 11, 2026 at 2:00 p.m. CST Via Microsoft Teams – Email Jennifer Stockton at jstockton@thbd.org at least 24 hours before the meeting to request a link.
Bonding Requirements	Bid Bond or Bid Deposit – 5% of bid amount due at submittal Performance Bond – 100% of Contract Price due 10 days from Contract Effective Date Payment Bond – 100% of Contract Price due 10 days from Contract Effective Date
Proposed Contract Term	Award October 2026. Work completed within 120 days of Notice to Proceed.
Designated Contact	BJ Little, Turley Engineering & Surveying 254-773-2400 b-little@turley-inc.com Jennifer Stockton, THBD 254-516-2250 jstockton@thbd.org
Questions & Answers	Questions regarding this solicitation must be made in writing and submitted to the designated contacts above no later than August 18, 2026, 5:00 p.m. CST. Telephone inquiries will not be accepted. Questions may be submitted by email to the addresses above. Answers to questions will be provided in the form of an addendum posted after the question deadline on THBD’s website for the benefit of all potential Vendors.



	THBD reserves the right to contact the person submitting the question to clarify the question received, if necessary. Each clarification, supplement, or addendum to this solicitation, if any, will be posted on THBD's website. All potential or actual Vendors are responsible for monitoring THBD's website for such materials. Vendors are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Vendors should not rely upon any other sources of written or oral responses to inquiries.
Addenda	Any interpretations, corrections, or changes to this solicitation and specifications will be made by addenda.
Website	Temple Health & Bioscience District

Anticipated Schedule

July 31, 2026	Issuance of RFB
August 11, 2026	Optional Pre-Bid Meeting (2:00 p.m. CST) Via Teams - Email Jennifer Stockton at jstockton@thbd.org at least 24 hours before the meeting to request a link.
August 18, 2026	Deadline for Submission of Questions (5:00 p.m. CST)
August 21, 2026	Deadline for Bid Submissions (2:00 p.m. CST)
October 2026	Anticipated Contract Award



Introduction

THBD issues this Request for Bid (“RFB”) to solicit bids for the construction of utilities and stormwater improvements for “The Link” project, as fully described and detailed in the attached plans and specifications.

Notice to Bidders

- It is the Vendor’s responsibility to be familiar with the plans, specifications, and local codes. Change orders will not be issued for failure to read the plans and/or for unfamiliarity with local requirements.
- Only complete bid submissions will be accepted. Bid submissions in alternate format will not be accepted.
- The Vendor must notify THBD of any additional items Vendor believes should be included in the project prior to bidding. If THBD is not notified prior to bidding, additional items will be assumed to be included in Vendor’s bid and a change order will not be issued.
- The retainage amount will be 10%.
- Vendor must provide the number of calendar days needed to complete the work.
- Vendor must review the plans and bid quantities for discrepancies. If discrepancies are found, Vendor must notify THBD prior to submitting the bid.
- Vendor will provide a 5% bid bond or bid deposit with its bid submission.
- Vendor will provide a performance bond and payment bond for 100% of the Contract Price (as defined in the Construction Contract).
- If Vendor fails or refuses to provide the bid bond, performance or payment bonds, or to enter into a proper contract with THBD, then Vendor will forfeit the bid bond.
- Vendor must warranty the finished work for 2 years.

Bid Specifications

- All construction for this project must generally conform to the requirements of the City of Temple Public Works Design & Development Standards Manual and Details, whether provided in the plans or otherwise, and/or the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2024) unless excepted or noted in the plans.
- Bid schedule items must conform to the same standards noted above. Some additional explanation of select items has been provided below and will be considered part of the contracted scope of work.
- In addition, some standard construction considerations are expected and considered subsidiary to the bid, some of which are also noted below. It is Vendor’s responsibility to include all associated costs in the bid as it relates to all items noted below.



- “Demolition” includes all means and methods for complete removal and disposal.
- Clearing of trees and brush includes clearing, removal and disposal as necessary for construction. Vendor will coordinate with THBD for any tree removal. No trees may be removed without THBD approval. Trees identified as Heritage Trees or trees specifically identified on the plans may not be removed.
- All connections to existing infrastructure (pavement, sidewalks, etc.) must include sawcut, removal, and disposal of the existing infrastructure as necessary for a clean edge and seamless connection.
- Site grading includes stripping and stockpiling of existing topsoil within the limits of construction for re-use. Stockpiling may not take place within the floodplain. Site grading also includes all cut/fill and grading necessary for construction including finished grading of all swales, channels and ponds according to the provided plans. All excavations in rock must be over excavated to account for placement of topsoil according to revegetation specifications. Excess spoils may be placed on site, but only as directed by THBD and the engineer and only if spread neatly and compacted. Any required haul-off is considered subsidiary to the various pay items. No spoil piles will be left onsite unless approved by THBD and the engineer.
- All site fixtures (lighting, signs, striping, etc.) must include furnishing and installation of all footings, hardware, and all other materials, means and methods necessary for construction/installation/application of the site fixture per manufacturer specifications.
- Concrete line items (curb, headwalls, sidewalks, etc.) must include sand cushions, rebar, joint materials, finishing materials, and all other materials and methods necessary for the construction of the work per plan. Preparation of subgrade as necessary is subsidiary. Provision of all special details (i.e. thickened edges, joints, etc.) are subsidiary.
- Concrete washout must be considered a Vendor means and methods item and is subsidiary to the various concrete pay items.
- Backfill behind curb is subsidiary to curb and gutter construction.
- Curb transitions and curb and gutter in front of inlets are subsidiary to the curb and gutter line items and have been included in the project quantities.
- Vendor will grade from back of curb to the right-of-way line per plans.
- Vendor will maintain all areas of existing vegetation which are not disturbed during construction. Vendor will attempt to limit the area of disturbance as much as possible. If any existing vegetation is disturbed, it is the Vendor’s responsibility to seed and re-establish the vegetation.
- Revegetation of disturbed areas:
 - Vendor must understand and comply with City requirements for revegetation within City ROW, easements, etc.
 - Vendor must establish grass within all disturbed areas. Various methods are acceptable for the establishment of grass including seeding, hydromulch, and/or placement of sod.
 - If seeding is utilized for re-vegetation, temporary erosion control matting



(such as Curlex) is required adjacent to back of curb and all slopes 6:1 and steeper (such as ditches, detention ponds, etc.). Provision of temporary erosion control matting is considered subsidiary to the revegetation pay item and will not be paid separately.

- In all instances, the vegetation is not considered established until the grass has taken root.
- In all instances, Vendor will provide 4" of topsoil prior to revegetation. Reuse of stockpiled topsoil is acceptable and should be discussed with THBD prior to bidding.
- Vendor may install temporary irrigation or utilize other methods for irrigating until the grass is established. All costs associated with irrigating are at Vendor's sole expense.
- If seeding does not take, Vendor will re-seed at its expense.
- Grass coverage must be 90% prior to full payment.
- If revegetation is causing a delay in City acceptance, THBD may require Vendor to install erosion control mats and/or hydromulch on all unvegetated areas.
- The SWPPP must be handled entirely by Vendor. The bid submission should include plan preparation, NOI, installation of erosion control devices, inspection and maintenance of each device during construction, removal following establishment of vegetation, and NOT. Silt fence must include J-hooks as specified on plans.
- Any damage to off-site or on-site fencing, driveway culverts, sidewalks or other private/public improvements must be repaired or replaced at Vendor's expense, unless specifically noted as such on the plans.
- Any damage done to existing or proposed water lines, gas lines, sewer lines, electrical lines, communication lines, etc. must be repaired or replaced at Vendor's expense.
- Coordination between Vendor and the City of Temple, adjacent property owners, THBD and the engineer, or other third parties will be required at times throughout the project and is considered subsidiary.
- It is Vendor's responsibility to coordinate all testing, site meetings and inspections. If testing expenses are not covered by THBD, it will be at the Vendor's expense. Prior to bidding, Vendor must verify the requirements for in-place testing with the City of Temple. It is assumed that either THBD or Vendor is responsible for payment of all testing laboratory fees for services in connection with in-place testing required for quality control and assurance. If THBD does not assume the fee, Vendor will be responsible for and pay for all charges of testing laboratories for services in connection with in-place testing, which will be considered subsidiary to the project and will not have a special pay item. Vendor is responsible for the expenses associated with retesting after failure and after Vendor's remedial activities. These testing specifications apply to all earthwork and utility testing.
- Vendor will prepare any required traffic control plans, including any fees for



- implementation.
- Vendor will prepare any required trench shoring plans, or any other construction means and methods related requirements, including any fees for implementation.
- Subgrade compaction is considered subsidiary to the crushed limestone base line items and/or various concrete line items requiring subgrade compaction.
- Electrical quantities are estimates. Actual quantities will be verified when an Oncor design is provided. Final payment will be based on the actual quantities paid at the unit rate.

Qualifications

- A Vendor must affirmatively demonstrate its responsibility. A Vendor must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with required or proposed delivery schedules.
 - Have a satisfactory record of performance.
 - Be otherwise qualified and eligible to receive an award.
 - Have the proper equipment necessary to fulfill the terms and conditions of the Construction Contract, including equipment for weighing, loading, and delivering materials, as applicable.
 - Not owe any back taxes within Bell County.
 - Be normally engaged in this type of construction business.
 - Be familiar with and will abide by all laws, regulations, and customs applicable to this type of construction.
 - Possess all licenses or permits required by any federal, state, or local governmental authority.
- THBD requires each Vendor to supply with the bid submission a list of three references where like services have been performed by the Vendor for another governmental entity or business of a similar size within the last five years. Vendor must include the company/entity name, telephone number, and name of the representative.
- Upon award, Vendor must provide proof of insurance for workers' compensation, auto liability, and general liability.

Bid Form

- Vendor must complete the mandatory bid form attached to this RFB.
- THBD is exempt from federal excise and state sales and use tax; therefore, tax must not be included in the bid submission.



Submittal Requirements

- Vendor must deliver the following to the Issuing Office by the specified deadline:
 - Mailed or hand delivered bid submission.
 - The bid submission must be delivered in a sealed envelope marked with the project name and the Vendor's name on the outside of the envelope.
 - Include in the envelope one hard copy of the bid submission and one digital copy on a thumb drive.
- LATE BID SUBMITTALS WILL NOT BE ACCEPTED.
- Bid Submittals will be publicly opened at the Issuing Office upon the submittal deadline. Vendors, their representatives, and interested persons may be present.
- Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the bid form to guarantee authenticity.
- Vendor may withdraw a bid at any time prior to bid opening. After the bids have been opened, bid submissions may not be amended, altered, or withdrawn without the recommendation of the THBD Board.
- All bid submissions must be submitted on the forms provided in this RFB. If Vendor makes changes to the forms, Vendor's bid submission may be disqualified.
- Vendor must supply the three references previously discussed and a statement of qualifications covering the requirements discussed under the "Qualifications" section of this RFB. THBD may request additional information regarding such requirements after bid submission.

Award of Construction Contract

- THBD will award a contract to a Vendor on the basis of best value for THBD. THBD may accept in part or in whole any bid submissions and waive any technicalities in the best interest of THBD.
- In determining the best value for THBD, the following factors will be considered:
 - Total price;
 - Vendor's references;
 - Vendor's statement of qualifications;
 - Vendor's reputation;
 - Quality of the Vendor's services;
 - The extent to which the Vendor's services meet THBD's needs; and
 - The Vendor's past relationship with THBD (if any).
- Vendor's bid submission, when properly accepted by THBD, will constitute a contract binding between the successful Vendor and THBD, which will be in addition to the Construction Contract that THBD requires Vendor to execute. If Vendor's bid submission is accepted and a Construction Contract is awarded to Vendor, Vendor will furnish all services upon which the prices were offered, at the prices and upon the terms and conditions contained in this RFB and the attached plans. The period for acceptance of the bid submission is 90 calendar days from



the bid opening.

- If Vendor's bid submission is accepted and approved by THBD, this RFB will be made part of the Construction Contract.

Bond Requirements

- **BID BOND OR BID DEPOSIT:** Vendor must provide a bid bond or bid deposit with its bid submission. The bid bond or deposit must be in the amount of 5% of the total bid amount. If Vendor submits a bid bond, it must be issued by a surety company authorized to do business in Texas. Within ten days of award, the bond or deposit may be returned to Vendor, if Vendor's bid submission is not successful. If Vendor is awarded the bid, the bid bond will be held until a performance bond is received as explained below.
- **PERFORMANCE & PAYMENT BONDS:** Vendor will furnish performance and payment bonds to THBD within 10 calendar days of the Construction Contract's Effective Date. Each bond must be in the amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Vendor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper bonds have been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds will remain in effect until final acceptance by the engineer. At Vendor's request, the performance bond will be returned by THBD upon completion of the project and final acceptance of all items in the Construction Contract. Neither the final certificate, nor payment, nor any provision in the contract documents will relieve the Vendor of responsibility for neglect or faulty materials or workmanship during the period covered by the warranty set forth in the Construction Contract.



Vendor Reference Form

Please list three references of current customers who can verify the quality of service your company provides. This form must be returned with your bid submission.

REFERENCE ONE

Company Name: _____

Contact Person and Title: _____

Phone Number: _____

Scope and Duration of Contract: _____

Email Address: _____

REFERENCE TWO

Company Name: _____

Contact Person and Title: _____

Phone Number: _____

Scope and Duration of Contract: _____

Email Address: _____

REFERENCE THREE

Company Name: _____

Contact Person and Title: _____

Phone Number: _____

Scope and Duration of Contract: _____

Email Address: _____



Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908(b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908(d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to THBD, a vendor or other person who is awarded a contract or purchase approved by THBD is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to THBD. A contract will not be enforceable or legally binding until THBD has received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor. The completed form should be emailed to Jennifer Stockton at jstockton@thbd.org.



Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of THBD no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

By submitting a response to this request, the Vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.



House Bill 89 Verification

I, _____ (name), the undersigned representative of _____ (Vendor name, hereafter referred to as Company) being an adult over the age of 18 years, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the Contract.

Pursuant to Section 2271.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Chapter 2271, Title 10, Subtitle F only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your Company is exempt pursuant to these requirements, please initial here _____.*

Company Name

Date

Print Name of Company Representative

Signature of Company Representative



Comptroller Divestment State Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (Tex. Gov't Code 2252)

I certify that the company named below ("Company") does hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the Contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify THBD.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative



Prohibition of Energy Company Boycott Certification

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2276 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the Contract.

Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Chapter 2276 only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your Company is exempt pursuant to these requirements, please initial here _____.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative



Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification

Pursuant to Chapter 2274.002 of the Texas Government Code:

By signing the Contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association" does not include:

- the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
- a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the Contract.

Chapter 2274 only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your Company is exempt from Chapter 2274 pursuant to these requirements, please initial here _____.



Company Name

Date

Print Name of Company Representative

Signature of Company Representative



Vendor's Affirmation

By signing below, the undersigned representative certifies that the representative is authorized to submit this bid submission on behalf of the Vendor and that Vendor has not prepared this bid submission in collusion with any other bidder or vendor.

Vendor's Name

Signature of Vendor's Representative

Printed Name and Title

Date

Email Address and Phone Number