



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

**Invitation for Bid**

**Contract Number: C-2019 - 0441**

**2020-2022 Sportsfield Maintenance Bid**

**Scope:** The Woodlands Township is seeking qualified Sports Turf Management Contractors to maintain 21 natural turf fields covering 25.13 acres in the Woodlands Texas. The successful contractor should be able to deliver world-class conditions with little to no frustration on the part of The Woodlands Township or its residents. Some landscaping and common area mowing will be required in this contract scope as well.

<b>Pre-Bid Meeting Bid at 1:00 p.m. CST</b>	<b>September 20, 2019</b>
<b>Deadline for Written Questions at 5:00 p.m. CST</b>	<b>September 27, 2019</b>
<b>Bids Due by 1:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>October 4, 2019</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 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.thewoodlandstowship-tx.gov/bids">www.thewoodlandstowship-tx.gov/bids</a> .	
1.4	Bidders should carefully examine the bid documents, specifications and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.5	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.6	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.7	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.	
1.8	There will be no public bid opening; however, bid tabulations and related bid documents will be released once the Board of Directors has reviewed and approved them.	
1.9	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	
1.10	It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, offices, terminals, parks, pools and sports fields are continually growing and the successful contractor must be capable of handling contract additions	

	throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.11	Contractor shall be capable of receiving communication by web, email, or via phone call/message.	
1.12	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Township to Contractor unless agreed upon in advance in writing by the Township.	
1.13	Contractor shall remove all rubbish, waste and discarded material on a daily basis that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.14	Each employee will be identified by a company uniform (shirt, pants or cap) and vehicles will be clean, and all marked with company name.	
1.15	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
1.16	Equipment must be well maintained and in good condition.	
1.17	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.18	Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Saturday. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with lake/pond, park and/or community activities.	
1.19	The facilities will remain open for use by the public when contractor is performing its maintenance operation.	
1.20	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.	
1.21	Each contractor is responsible for repairing any damage to the existing facilities, irrigation, utilities, landscape or grounds that occurred as a result of work, where applicable.	
1.22	Contractor is responsible for damage to persons and property caused during the performance of contracted work.	
1.23	Service can only be requested by authorized personnel who include Township staff having a title of Supervisor, Superintendent/Manager, Asst. Director, Director, Assistant General Manager, or President/General Manager.	
1.24	The following exhibits are within this document: Exhibit A - Sportsfield Maintenance Standards and Specifications Exhibit B - Tabulation Form Exhibit C - Bid Certification Exhibit D - Addendum Acknowledgement Exhibit E - Conflict of Interest Questionnaire Exhibit F - References Exhibit G - Statement of Qualifications Exhibit H - Subcontractors Exhibit I - Insurance Requirements Exhibit J - Bid Bond Sample Exhibit K - Performance/Payment Bond Sample Exhibit L - Bid Submission Checklist	

2	LAWS, REGULATIONS, AND INSURANCE	Bidders Initials
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form 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 and insurance certificates prior to the commencement of any work hereunder. Proper and verifiable licenses to include, but are not limited to: <ul style="list-style-type: none"> <li>• State Texas Licensed Irrigator</li> <li>• State of Texas Licensed Pesticide Applicator (Commercial)</li> <li>• Licenses shall be provided with the contract and not later than 10 days after an employee change has been made</li> <li>• Copies of the certifications should be included in the bid submittal as supplemental information.</li> </ul>	
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	Bidders Initials
3.1	A <b>mandatory Pre-Bid Meeting</b> will take place at 8203 Millennium Forest Dr, The Woodlands, TX 77381 <b>on Friday September 20, 2019 at 1:00 p.m. CST.</b>	
3.2	Contractors may be required to visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations.	
3.3	<b>INTERPRETATIONS AND ADDENDA-</b> All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Mitch Hall, Parks Superintendent at <a href="mailto:mhall@thewoodlandstowship-tx.gov">mhall@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. All questions are to be received no later than <b>Friday, September 27, 2019 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>	

3.4	<b>Sealed bids</b> , addressed to The Woodlands Township, 2801 Technology Forest Drive, The Woodlands, Texas 77381, Attention: Mitch Hall, Park Superintendent, must be received at the above address no later than <b>Friday, October 4, 2019 at 1:00 p.m. CST</b> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide Township tree lighting services based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package. No electronic bids or emailed bids will be accepted.	
3.5	Each sealed envelope containing the bid(s) must be clearly marked on the outside <b>BID for 2019-2022 Sportsfield Maintenance Bid, C-2019-0441</b> and the envelope should bear on the outside the name of the bidder and company their address.	
3.6	All companies bidding on this project must include the information outlined in the <b>ITEMS TO BE INCLUDED IN BID SUBMITTAL</b> such as bid checklist, bid bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.	
3.7	All Bids must be made on the required BID TABULATION FORM. All 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	Contractors must include a detailed <b>EQUIPMENT LIST</b> necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.	
3.10	<b>Bid Bond</b> -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the Bidder's total bid amount, payable to The Woodlands Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.	
3.11	<b>Performance/Payment Bond</b> -Contractor is required to provide The Woodlands Township a performance/payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost (s). See attached for sample of Performance Bond. The performance bond must be obtained each year of the contract.	
<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 (January 1, 2020 – December 31, 2022)</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 ninety (90) days before the expiration of the Initial Term (October 1, 2022), 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	The Township requires the Contractor be available to perform emergency work on a 24-hour basis for any contracted related emergency that may occur. The Contractor must respond to The Township site within two (2) hours after an emergency service request has been received. Emergency Work shall be compensated at a separate unit rate.	
4.4	Selected Contractor to supply all necessary, personnel, tools, machinery, materials, supplies and equipment to perform the work as specified herein.	
4.5	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.	
4.6	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.	
4.7	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.	
4.8	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.	
4.9	Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Saturday. The Township may direct specific times for certain work to be performed as to not to interfere with park, school, facility and/or pathway activities.	
4.10	Additions to the Contract, i.e. new fields are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), The Township will request a proposal for additional services and will add it to the contract, at their discretion.	
4.11	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.	
4.12	No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission (written or oral) of the Township.	
4.13	The Contractor will be held responsible for any damages to trees, plants, shrubs, fences, walls, brick, pavers, glass, etc. that is caused by the Contractors errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Values will be based on The Township's assessment and/or appraisal in accordance to Council of Tree and Landscape Appraisers or other mutually agreeable source.	
4.14	Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable licensing regulatory body. <b><i>These records shall be provided to The Township in the monthly reports.</i></b>	
4.15	Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.	

4.16	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.	
4.17	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	
4.18	<b><u>Maintenance standards and specifications – See Exhibit A</u></b>	
<b>5</b>	<b>INVOICING AND PAYMENT</b>	<b>Bidders Initials</b>
5.1	Unit prices shall remain in effect for the length of this agreement (January 1, 2020 – December 31, 2022)	
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, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).	
5.5	Monthly invoices from the selected vendor must be submitted containing at least the following information: <ul style="list-style-type: none"> <li>• Month of Service</li> <li>• Unit Price</li> <li>• Total Cost</li> <li>• Dates visited – description of base bid services per location</li> <li>• Dates visited – additional services outside of Base bid services</li> </ul> <b><u>No payment will be made without report as backup documentation – See details outlined in Exhibit A</u></b>	
5.6	<b>Added services-</b> Contractor shall submit to the Township invoices upon completion of the service request and/or Work Order but no later than monthly or thirty (30) days after completion of the work. Invoices should reflect 1/12 of the total annual contract cost plus any additional services itemized outside of the base bid services.	
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.	

## Standards and Specifications

	Sportsfield Maintenance Standards and Specifications	Bidders Initials
<b>1</b>	Contractor shall provide a detailed comprehensive, environmentally sensitive <b>TURF ACTION SCHEDULE</b> using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide, disease control, aerations, and topdressing programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf. The Turf Action Schedule shall be reviewed and mutually agreed to by The Woodlands Township prior to implementation. Turf Action Schedule shall be due to The Woodlands Township no later than January 15th of each contract year. The Schedule shall outline the chemical type, analysis, <u>timeline</u> for application, and intended application rates. The schedule format will be agreed upon by the TWT staff and Contractor after award of bid	
<b>2</b>	Any variations to the schedule may arise due to the following issues: <ul style="list-style-type: none"> <li>• Inclement weather conditions;</li> <li>• Emergencies as designated by The Township;</li> <li>• Maintenance activities/noise may cause disruption.</li> </ul>	
<b>3</b>	If a variation to the schedule prevents work to be carried out, Contractor will be required to notify The Township. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule.	
<b>4</b>	Contractor will be provided various schedules maintained by The Woodlands Township such as park reservation schedules and program and special event schedules in order to schedule maintenance accordingly.	
<b>5</b>	The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.	
<b>6</b>	Daily Report- Daily reports (email and/or phone) are provided to the Township via a provided spreads sheet from the Township. This spreadsheet will be required to be emailed each morning reflecting work and services (mowing and Turf Action Schedule related) that were completed the previous day. Rain days or saturated soil conditions causing services to be delayed should be documented as well. Spreadsheet will track year to date actual completed work. The Contractor should notify Township staff at any time they become aware of acts of vandalism, safety issues, irrigation issues, etc. The primary points of contact for daily reports are the Parks Superintendent or Natural Resources Supervisor.	
<b>7</b>	Weekly site inspections (52 times a year) - The Contractor shall perform weekly site inspections of each location. Reports shall include verification of services performed, conditions of the park (i.e. turf appearance and health) and issues of concern. The contractor should also submit a weekly irrigation inspection report each Monday for the previous weeks inspections. (Township to provide format of report)	
<b>8</b>	Monthly Report (12 times per year) - This Report should be an accumulation of the daily report and weekly inspections submitted to Township staff. This report should outline and identify any changes or alterations needed to the Turf Management Plan. <b><u>The monthly invoice shall not be processed without the Monthly Report.</u></b>	
<b>9</b>	Additional reports are required to be made by the Contractor as conditions warrant.	
<b>10</b>	The contractor must be able to respond and communicate via electronic mail daily.	



<b>11</b>	<b>Sportsfields Turf Management</b>	
<b>11-a</b>	The Woodlands Township measures expectations based on the ability to meet the following standards per field and Park Facility. Proper and necessary horticultural practices shall be used to achieve the standards dictated in this bid given the high volume of traffic and types of use (sports and festivals).	
<b>11-b</b>	Parks to be serviced (to be referred as <u>Tier A Parks</u> ). See Attachment A (map). See Attachment B (sq. ft). <ul style="list-style-type: none"> <li>• <b><u>Bear Branch Sports Park (fields and park)</u></b></li> <li>• <b><u>Alden Bridge Sports Park (fields and park)</u></b></li> <li>• <b><u>Gosling Sports Park (fields and park)</u></b></li> <li>• Lakeside Park (fields only)</li> <li>• Falconwing Park (fields only)</li> <li>• Creekwood Park (fields only)</li> <li>• Harper’s Landing Park (fields only)</li> <li>• Shadowbend Park (fields only)</li> <li>• Wendtwood Park (fields only)</li> <li>• Cattail Park (fields only)</li> </ul>	
<b>11-c</b>	A soil test will be delivered by <b>January 1</b> of each contract year for all fields. The results of the soil test will determine the development of the turf management schedule. Soil should be tested for, but not limited to, soil PH, NO3-N, Micronutrients, and Texture.	
<b>11-d</b>	<b>FERTILIZER APPLICATION SPECIFICATIONS FOR SPORTS FIELDS-</b> All turf shall be maintained in a healthy, green, vigorous condition during the growing season of the specific turf. A minimum of eight (8) times per year one (1) lb. of Nitrogen will be applied per 1,000 square feet. These are minimum standards and depending on use, weather, soil conditions additional fertilization may be warranted and shall be included in the base cost of the bid. A balanced Nitrogen fertilizer shall be applied which takes the time of year, condition of the soil at the time of the application, use levels, and yearly soil tests. <u>(FERTILIZER WILL BE PURCHASED BY The Woodlands Township. Coordination of pick up by Contractor will be handled based on dates reflected in the Turf Action Schedule)</u>	
<b>11-e</b>	<b>INSECTICIDE SPECIFICATIONS FOR SPORTSFIELDS-</b> The insecticide program shall maintain all turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects year round. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. <u>Insecticides will be figured into the base bid and provided by the contractor.</u>	
<b>11-f</b>	<b>HERBICIDE SPECIFICATIONS FOR SPORTSFIELDS-</b> The herbicide program shall maintain all turf weed free which includes, but not limited to, dollar weed, black medic, purslane, clover, button, chickweed and other invasive crop damaging weeds. The re-entry restriction or time interval is 24 hours from time of application for all herbicides. A Pre-Emergent herbicide shall be applied a minimum of two (2) times per year according to the label, however the first application shall be made no later than <b>February 15</b> of each contract year. (Higher quality products such as oxadiazon should be factored into the Turf Action Schedule) Post emergent applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service. Herbicide cost should be figured into the base bid. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions. <u>Herbicides will be provided by the Contractor.</u>	

11-g	<b>DISEASE CONTROL SPECIFICATIONS FOR SPORTSFIELDS-</b> The disease control program shall maintain turf that is free of diseases which includes, but is not limited to, brown patch, powdery mildew, pythium fungus, root fungus and other turf damaging diseases. <u>Preventative applications as well as reactive applications should be included in the base bid.</u>	
11-h	<b>TOP DRESSING SPECIFICATIONS FOR SPORTSFIELDS-</b> Top Dressing shall be applied four (4) times per year with a mixture of 80% screened sand and 20% organic matter applied at a 1/4-inch-deep unless altered by the Township. Topdressing sand particle size graduation must range between 0.1 mm and 1.0 mm in size and between 70% to 85% of the sand particles must fall between 0.25 mm to 1.0 mm in size. Sand should be a high-quality silica sand (sub-angular). Sand containing greater than 2% silt and clay combined will not be accepted. Sand pH must range between 5.0 and 7.0 on the 14-point Calcareous sand will not be accepted. Upon application Contractor shall submit a soil texture analysis, sieve analysis, a mechanical analysis, and pH to verify sand specifications Organic Matter shall be Grade 2 compost with the following specifications: Carbon/Nitrogen Ratio: 6 minimums - 25 maximum, Ammonia Levels, % of Total- 10% maximum; Percent Moisture- 20% minimum-40% maximum, ph. 5.5-8.5; Soluble Salts (mmhos/cm) 10 maximum. Contractor shall submit an analysis to verify organic material specification. <u>Top Dress material cost should be part of the base bid, provided by the contractor.</u>	
11-i	<b>AERIFICATION SPECIFICATIONS FOR SPORTS FIELDS –</b> A combination of Core and solid tine aeration shall occur six (6) times per year at a depth of 4-8” and shall remove all cores throughout the fields. For bidding purposes, bids should reflect 2 core aerations and 4 solid or slicing aerations. The Township may choose to replace solid tine aerations with turf slicing on occasions.	
11-j	<b>OVERSEED SPECIFICATIONS FOR SPORTS FIELDS.</b> All areas shall be over seeded with Turf type Annual Rye which occurs one (1) time annually at a rate of 10 lb. /1,000 sq. ft.	
11-k	<b>SPORTS FIELD MOWING -</b> Sports turf areas shall be cut with a reel mower at Gosling, ABSF, and BBSF <u>to maintain a consistent year-round height outlined below</u> , rotary mowers are acceptable in all other areas: <ul style="list-style-type: none"> <li>• Gosling, BBSF, ABSF - 1-inch year-round (2-3x per week)</li> <li>• All Other Tier A Fields and Facilities- 1.5-inch year-round (2-3x per week)</li> <li>• All mowers must be washed before mowing Sports Field Turf</li> </ul>	
12	<b>COMMON AREA SPECIFICATIONS – SPECIFICALLY, FOR GOSLING, ALDEN BRIDGE AND BEAR BRANCH.</b>	
12-a	<i>Mowing</i> <ul style="list-style-type: none"> <li>• All turf areas will be mowed to a uniform height of 2 inches, edged and trimmed with edges clearly defined 52 times per year utilizing a rotary mower curb to curb.</li> <li>• All turf is to be litter, debris, rut, clipping, and hole free. Holes are defined as a depression where a user or player may trip and are bare of grass. Holes shall be filled with a sports turf/compost mix, which comprises of at least 15% sand and is free of mulch, as needed.</li> <li>• A string trimmer may be used in areas around valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.</li> <li>• No more than 1/3 of the grass blade may be removed at any given mow or trim cycle unless conditions warrant otherwise.</li> <li>• Alternating mow pattern is necessary to reduce “tracking”. Any clumping or piles of grass is to be raked, mulched or removed in order to keep a clean, green and safe appearance. The contractor is responsible to ensure a complete thorough removal of all debris and litter at the completion of all mowing occurrences.</li> <li>• Contractor will avoid leaving excess clippings from lying on turf, hardscapes, etc.</li> </ul>	

	<ul style="list-style-type: none"> <li>Contractor shall assure a complete and thorough removal of all trash, debris and litter on the fields.</li> <li>Contractor shall remove debris caused by their maintenance practices by blowing from hardscapes</li> </ul>	
12-b	<p><i>Fertilization</i></p> <ul style="list-style-type: none"> <li>All turf shall be maintained in a healthy, green, vigorous condition during the growing season of the specific turf. A minimum of four (4) times per year one (1) lb. of Nitrogen will be applied per 1,000 square feet. These are minimum standards and depending on use, weather, soil conditions additional fertilization may be warranted and shall be included in the base cost of the bid. A balanced Nitrogen fertilizer shall be applied which takes the time of year, condition of the soil at the time of the application, use levels, and yearly soil tests. (<u>FERTILIZER WILL BE PURCHASED BY The Woodlands Township. Coordination of pick up by Contractor will be handled based on dates reflected in the Turf Action Schedule</u>)</li> </ul>	
12-c	<p>Herbicide-The herbicide program shall maintain all turf weed free which includes, but not limited to, dollar weed, black medic, purslane, clover, button, chickweed, crabgrass, goosegrass, bahia, sedge and other invasive crop damaging weeds. The re-entry restriction or time interval is 24 hours from time of application for all herbicides. A Pre-Emergent herbicide shall be applied a minimum of two (2) times per year according to the label, however the first application shall be made no later than <b>February 15</b> of each contract year. Post emergent as needed. Product shall be provided by the contractor.</p>	
12-d	<p>Blowing- Removal of debris by blowing from parking lots and driveways. All areas shall have this service done fifty-two times (52) per year-weekly.</p>	
12-e	<p><i>Mulch</i></p> <ul style="list-style-type: none"> <li>Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all tree wells, landscaped beds and other areas as required. Natural areas are not to be mulched.</li> <li>Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.</li> <li>Mulch shall NOT be installed within 12 inches of any building</li> <li>Flower beds and shrub beds at complexes will be mulched two (2) times annually with non-colored hardwood at a depth of 3" The first mulch of the year shall be between <b>January 1 and February 15</b> of each contract year. The second mulch of the year shall be between <b>June 15 and July 3</b> of each contact year.</li> </ul>	
12-f	<p><i>Bed Maintenance</i></p> <ul style="list-style-type: none"> <li>All landscape beds shall remain free of litter, debris and <b>weeds. Weeds sprayed with herbicide must be manually removed after brown out.</b> All Landscape beds in Tier A1 facilities shall be hand weeded on a weekly basis (52 times per year)</li> <li>"Natural" areas are to remain in their natural native conditions with the exception the removal of dead wood.</li> <li>Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis. Any necessary restructuring shall be reviewed and mutually approved by the by The Woodlands Township and the Contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14" from building foundations.</li> </ul>	

<b>12-g</b>	<p><i>Pruning</i></p> <ul style="list-style-type: none"> <li>Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.</li> </ul>	
<b>13</b>	<b>IRRIGATION:</b>	
<b>13-a</b>	A licensed irrigator(s) shall provide inspections to the irrigation systems.	
<b>13-b</b>	Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis. Adjustments to heads shall be made at no additional cost to The Township. Weekly Inspections should be submitted each Monday and as a portion of the monthly report.	
<b>13-c</b>	Contractor shall provide to the Township 2x a year an Irrigation Audit (Cup Test) to ensure proper coverage and flow rates. Audit results should be submitted by <b>Feb 1<sup>st</sup> and May 1<sup>st</sup></b> to the Township.	
<b>13-d</b>	Breaks, leaks and malfunctions of unknown and uncontrollable sources will be submitted to The Woodlands Township for approval and repair. Any repairs deemed to be less than \$250.00 can be repaired without signed approval.	
<b>13e</b>	Cost for material, supplies and equipment for repairs will be billed at cost plus an additional mark-up percentage as identified in the bid tabulation. A verification of cost of materials (wholesale price) shall be provided for any and all materials, supplies and equipment.	
<b>13-f</b>	Vandalism or accidental damage not caused by the Contractor shall be reported immediately to The Woodlands Township. Upon approval of The Woodlands Township, Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to The Township.	
<b>13-g</b>	All irrigation repairs will be made with Rainbird products (or an approved equal agreed upon by TWT staff). Emergency calls regarding broken or malfunctioning sprinkler heads, lines or controllers shall be answered immediately by the Contractor if a condition exists in which water is running freely or in which The Township requests immediate attention for safety reasons.	
<b>13-h</b>	Contractor shall notify The Township of system malfunction via email or phone call within 24 hours of the problem.	
<b>13-i</b>	Please note that the majority of the parks within the scope of this contract will eventually utilize a Maxicom Centralized Computer System. Contractor will coordinate with the Township in the operation of this system. The system is maintained by The Woodlands Township and waters based on ET unless otherwise specified or needed.	
<b>13-j</b>	Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable field. The Irrigation controller will be shared with the Park Mowing Contractor. Ownership of Repairs to the Controller will be at the discretion of the Township.	
<b>13 -k</b>	Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable field. The irrigation controller will be shared with the Park Mowing Contractor. Ownership of repairs to the Controller will be at the discretion of the Township.	
<b>14</b>	<b>EMERGENCY CONTACT:</b>	
<b>14-a</b>	The Contractor shall respond to emergency or complaint calls regarding pathway and shall correct the problem or place warning signs and advise The Township of the need for major work to be performed at no extra charge.	
<b>14-b</b>	The Contractor will also provide assistance and support in time of large (i.e. hurricane, tornado, flood, etc.) natural disasters to help with removal and clean-up at additional charges based on the unit prices.	
<b>15</b>	<b>ADDITIONAL SERVICES:</b>	
<b>15-a</b>	This work is to be completed in addition to the contract at the discretion of The Woodlands Township, on an as needed basis, based on The Supplemental Unit Cost Form.	
<b>15-b</b>	Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments on a per hour basis.	

<b>15-c</b>	Top Dressing- Contractor shall provide a per 1,000 square foot cost of 80% screened sand with a 20% organic matter applied at a 1/4 inch deep	
<b>15-d</b>	Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.	
<b>15-e</b>	2 person and 3-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.	
<b>15-f</b>	Application of material (wet and granular)- The provision of a stand on spread (175 lbs)/sprayer (20 gallon) (with applicator) for chemical application with an average speed of 5 mph	
<b>15-g</b>	Turf Annual Rye Overseed- The Contractor will provide labor and materials to apply 10 lbs. per 1,000 square foot of Perennial Rye to over seed a specific area. The type of Rye seed shall be specified by the Township.	
<b>15-h</b>	Bermuda Overseed Common Areas- The Contractor will provide labor and materials (Sahara, Common or an approved equal) to apply 2 lbs. per 1,000 square foot with Bermuda to overseed a specific area.	
<b>15-i</b>	Bermuda Overseed Sportsfields- The Contractor will provide labor and materials (La Prima, Jubilee, or an approved equal) to apply 4 lbs. per 1,000 square foot with Bermuda to overseed a specific area.	
<b>15-j</b>	Core Aeration- Core aeration to a depth of 6" and remove all cores throughout areas that have been aerated	
<b>15-k</b>	Bermuda Sod- Contractor will provide a price per 1000 square feet (pallet) of sod (Latitude 36) installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.	
<b>15-l</b>	Zoysia Sod- Contractor will provide a price per 1000 square feet (pallet) of sod (Geo/Jammer) installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.	
<b>15-m</b>	Turf Management -Sportsfields- Based on the turf management specifications for areas identified as Tier A which is based on a per square foot-per year basis.	
<b>15-n</b>	Reel Mowing- use of at least a 74-inch reel mower and operator, with sharp blades and maintained bed reels on a per square foot per occurrence basis	
<b>15-o</b>	Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per hour basis	

**Exhibit B -Bid Tabulation Form**

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid..

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

	Monthly Cost	Total Contract Cost (monthly cost x 15)
Bear Branch Sports Park (fields and park)	\$ _____	\$ _____
Alden Bridge Sports Park (fields and park)	\$ _____	\$ _____
Gosling Sports Park (fields and park)	\$ _____	\$ _____
Lakeside Park (fields only)	\$ _____	\$ _____
Falconwing Park (fields only)	\$ _____	\$ _____
Creekwood Park (fields only)	\$ _____	\$ _____
Harper's Landing Park (fields only)	\$ _____	\$ _____
Shadowbend Park (fields only)	\$ _____	\$ _____
Wendtwood Park (fields only)	\$ _____	\$ _____
Cattail Park (fields only)	\$ _____	\$ _____

In the event of a conflict between unit price and item total, unit price will govern.

**Performance/ Payment Bond**

**Yearly Cost \$ \_\_\_\_\_**

**The Woodlands Township Parks and Recreation Department:**  
**(form is required to be submitted with bid)**

Sportsfield Turf Maintenance  
Supplemental Unit Price Form

- a. Tractor with Operator \$\_\_\_\_\_/hour
- b. Topdressing \$\_\_\_\_\_/per 1,000 sq. feet (1/4" deep)
- c. Irrigation Repair \$\_\_\_\_\_/hour
- d. 2 Man Crew Rate \$\_\_\_\_\_/hour
- e. 3 Man Crew Rate \$\_\_\_\_\_/hour
- f. Application of Materials(wet/dry) \$\_\_\_\_\_/per 1,000 square feet
- g. Rye Overseed \$\_\_\_\_\_/per 10 lbs. per 1,000 sq. feet
- h. Bermuda Seed \$\_\_\_\_\_/per 4 lbs. per 1,000 sq. feet
- i. Bermuda Seed \$\_\_\_\_\_/per 2 lbs. per 1,000 sq. feet
- j. Core Aeration \$\_\_\_\_\_/square feet
- k. Bermuda Sod \$\_\_\_\_\_/per 1,000 sq. feet
- l. Zoysia Sod \$\_\_\_\_\_/per 1,000 sq. feet
- m. Pruning Vegetation and Trees \$\_\_\_\_\_/hour
- n. Reel Mowing \$\_\_\_\_\_/square feet/per occurrence
- o. Rotary Mowing \$\_\_\_\_\_/square feet/per hour
- p. Edging/Line Trimming \$\_\_\_\_\_/linear foot
- q. Irrigation Parts-Mark Up (cost +) \_\_\_\_\_%

These unit costs will be the basis for additional work and/or the removal of items and service deductions from the Agreement

**Exhibit C -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 Sportsfield Turf Maintenance Agreement 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 D - Addendum Acknowledgement**

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

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

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

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

**Exhibit E - 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>  Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</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:

...

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## Exhibit F -References

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

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

**Exhibit G –Statement of Qualifications**

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

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

- 1. Name of Firm - \_\_\_\_\_
- 2. Permanent main office address - \_\_\_\_\_
- 3. If a corporation, where incorporated - \_\_\_\_\_
- 4. How many years have you been engaged in the Sportsfield Turf 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 H – Subcontractors**

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

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

Subcontractor's Name

Subcontractor's Type of Work

---

---

---

---

---

---

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

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

## Exhibit I - Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the 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 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 J -Bid Bond Sample**

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

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

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

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

ATTEST:

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

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

(SEAL)

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

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

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

**Exhibit K – PERFORMANCE/PAYMENT BOND (Sample)**

\_\_\_\_\_, as principal, hereinafter call the CONTRACTOR, and \_\_\_\_\_, as surety, with general offices in \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Texas, are hereby bound unto The Woodlands Township, as oblige, in the sum of 100% of the value of the Contract amount in United States currency, for the payment of which sum the CONTRACTOR and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the CONTRACTOR has entered into a written contract with the Township dated January 1, 2020, for Sportsfield Turf Maintenance in accordance with plans and specifications referenced in the Contract associated with the 2020 - 2022 Sportsfield Turf Maintenance C-2019-0441.

**NOW THEREFORE**, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract for thirty-six (36) months, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond.

In addition, if the CONTRACTOR or his subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such CONTRACTOR or his subcontractor is performance of the Contract or shall fail to duly pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the same in an amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

**THE UNDERSIGNED SURETY** for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract to be performed thereunder or of the specifications of the contract documents shall in any way affect its obligations on this bond and the surety does hereby waive notice of any such extension of time, change, addition, or modifications.

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
(Contractor)

ATTEST:

BY: \_\_\_\_\_  
(President)

By: \_\_\_\_\_  
(Surety Company)

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

By: \_\_\_\_\_  
(Attorney-in-Fact)

**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.**

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

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

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