



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

**Invitation for Bid**

**Contract Number: C-2023-0323 Reforestation Install**

**Reforestation Bid**

**Purpose:** The Woodlands Township is requesting bids for the installation of trees for reforestation for a one (1) year term in The Woodlands as outlined in the specifications below. This project will be combined this year to include Cul De Sac Reforestation, Community Reforestation and Streetscapes Reforestation. One (1) Tree Install Contractor will be awarded this bid upon approval. The successful contractor will furnish all labor, materials, equipment, supervision, and transportation necessary to perform tree installs for a one-year contract (January 1, 2024 – December 31, 2024) on properties and facilities owned, managed and/or maintained by The Woodlands Township.

<b>Mandatory Pre-Bid Meeting Bid at 1:00 p.m. CST 8203 Millennium Forest Drive, The Woodlands, TX 77381</b>	<b>October 23, 2023</b>
<b>Deadline for Written Questions at 5:00 p.m. CST</b>	<b>October 27, 2023</b>
<b>Bids Due by 1:00 p.m. CST. at 8203 Millennium Forest Drive, The Woodlands, TX 77381</b>	<b>November 3, 2023</b>

**Previous Bid Tabs must be requested through a Public Information Request**  
<http://www.thewoodlandstownship-tx.gov/134/Public-Information-Requests>

## 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.thewoodlandstownship-tx.gov/bids">www.thewoodlandstownship-tx.gov/bids</a> .	
1.4	Bidders should carefully examine the bid documents, specifications and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.5	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.6	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.7	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid. Bid Pricing must be valid for 90 days from submittal.	
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	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.17	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.	
1.18	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. Contractor shall provide all safety equipment and applicable training for personnel and equipment in accordance to OSHA standards.	
1.19	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.	
1.20	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.	
1.21	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by The Woodlands Township designee.	
1.22	<p>The following exhibits are within this document:</p> <p>Exhibit A - Reforestation Standards and Specifications</p> <p>Exhibit A1- Example Reforestation Contract Backup for Invoicing</p> <p>Exhibit B - Tabulation Form</p> <p>Exhibit C - Bid Certification</p> <p>Exhibit D - Addendum Acknowledgement</p> <p>Exhibit E - Conflict of Interest Questionnaire</p> <p>Exhibit F - References</p>	

	Exhibit G - Statement of Qualifications Exhibit H - Subcontractors Exhibit I - Insurance Requirements Exhibit J - Bid Bond Sample Exhibit K - Performance/Payment Bond Sample Exhibit M - Bid Submission Checklist	
<b>2</b>	<b>LAWS, REGULATIONS, AND INSURANCE</b>	<b>Bidders Initials</b>
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ, Exhibit E.	
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.	
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.	
2.8	<b><u>Contractor is responsible for locating all utilities (811) prior to planting and providing written notification to owner prior to construction.</u></b>	
<b>3</b>	<b>INSTRUCTIONS</b>	<b>Bidders Initials</b>
3.1	A <b><u>Mandatory Pre-Bid Meeting</u></b> will take place at 8203 Millennium Forest Dr, The Woodlands, TX 77381 on Monday, October 23, 2023, at 1:00 p.m. CST.	
3.2	Contractors should 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 Mark Honore, Streetscapes Superintendent at <a href="mailto:mhonore@thewoodlandstowship-tx.gov">mhonore@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, October 27, 2023, at 5:00 p.m. CST</b> . Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstowship-tx.gov/bids">http://www.thewoodlandstowship-tx.gov/bids</a>	
3.4	<b>Sealed bids</b> , addressed to The Woodlands Township, 8203 Millennium Forest Drive, The Woodlands, Texas 77381, Attention: Mark Honore, Streetscapes Superintendent, must be	

	received at the above address no later than <b>Friday, November 3, 2023 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 removal 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 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 2024 Reforestation Install, C-2023-0323</b> . The envelope should also bear on the outside the name of the bidding company, and the company 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	<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.	
3.10	<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.	
3.11	<b>A Primary and Secondary Install Contractor will be selected. To ensure all trees are planted within each 90 day period, January – March and October – December of 2024, the two contractors will each be awarded 3,000 trees, 1500 in January and 1500 in October.</b>	
4	<b>SCOPE OF WORK</b>	<b>Bidders Initials</b>
4.1	The contract for these services, if awarded, shall be for twelve <b>(12) months (January 1, 2024 – December 31, 2024)</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. Pricing must stay fixed throughout the term of the contract if additional trees/plantings are needed. Unit Plant and Unit Installation prices on the Bid Tabulation Form will be used for these additional requests.	
4.2	<b>STAFFING AND OPERATIONS PLAN (For Planting Contractor):</b> <ul style="list-style-type: none"> <li>A staffing plan outlining the number of staff dedicated to the project 50% or more of the time with titles and duties shall be submitted with the bid (if possible, names are encouraged). This plan shall not be altered without direct collaboration with the Woodlands Township. Oversight/Management of daily services quality control shall be highlighted and should reflect percentage of time that will be spent in a day overseeing work crews and their performance.</li> <li>An operating plan outlining the intended approach to achieve the specified services completions shall be submitted with the bid. At a minimum, this plan shall reflect what</li> </ul>	

	days each sites service will take place and how many crews per site or area will be utilized. For quality control purposes this plan should allow for some form of documented feedback of post service results by a member of the contractor's management on a frequent to semi frequent occurrence.	
4.3	Within ninety (180) days before the expiration of the Initial Term (August 1, 2024), 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 may be extended on a month-to-month basis or twelve (12) month extension at a time. Any extension of the contract is subject to the availability of funds and will be at the same contract unit prices and under the same terms and conditions as specified herein. Unless specified otherwise, any extensions shall be accomplished by issuance of an Amendment by The Township and acceptance of the extension shall be appropriate endorsement on said Amendment by the Contractor.	
4.4	Selected Contractor to supply all necessary, personnel, tools, machinery, materials, supplies and equipment to perform the work as specified herein.	
4.5	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.	
4.6	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.	
4.7	<b><u>Reforestation 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.	
5.2	Evaluation of bid takes into account the following considerations: price/references.	
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	Contractor shall submit all invoices to <a href="mailto:invoice@thewoodlandstownship-tx.gov">invoice@thewoodlandstownship-tx.gov</a> weekly. Invoices will identify the following. See Exhibit A1 <ul style="list-style-type: none"> <li>- Site # or Work Order #</li> <li>- Tree Type</li> <li>- Tree Size</li> <li>- Quantity</li> <li>- Completion Date</li> </ul>	

	<ul style="list-style-type: none"> <li>- Unit Cost</li> <li>- Description of work</li> <li>- Location</li> </ul>	
5.6	The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice and the Contractor is not in default under the provisions of this contract.	

**Exhibit A -  
Standards and Specifications**

	<b>Reforestation Maintenance Standards and Specifications</b>	<b>Bidders Initials</b>
<b>1</b>	Transportation of trees shall be done only in vehicles capable of handling the material in accordance with State and Federal transportation handling and safety requirements. Bidder shall, if requested by The Woodlands Township, produce documentation to demonstrate compliance with such requirements. Vehicles shall be capable of loading and unloading trees as described for in the bid specifications.	
<b>2</b>	In the event of any discrepancy in service, this agreement may be terminated by The Township with a thirty (30) day written notice. At any time during this 30-day period, Bidder may respond in writing as to the corrective measures to be taken. Continued like discrepancies will be cause for immediate cancellation of the contract.	
<b>3</b>	Trees delivered and/or installed shall meet or exceed the standards set forth by the American Nursery and Landscape Association ( <a href="#">ANSI Z60.1-2004 Approved May 12, 2004</a> ).	
<b>4</b>	All trees must be free of defects, frost cracks, narrow crotch angles, insects, diseases, and other limiting defects.	
<b>5</b>	The Woodlands Township will inspect all trees provided by the Bidder. Trees that do not meet specifications will be rejected. Tree delivery's must be made between 7 a.m. and 3 p.m. Monday through Friday.	
<b>6</b>	<del>A 90-day warranty shall be provided for all trees after installation by the tree installer.</del> <b>Once a site is completed, the install contractor must notify the Township within 24 hours. The site will be audited by the Township.</b> The Township will review all plantings to ensure they have been executed in accordance with industry standards outlined in Item 16 of this exhibit. Failure to ensure compliance with the standards referenced in Item 16 of this exhibit will warrant a replant of new material at the expense of the Installation Contractor. <b>If the review passes, tree stock will transfer to The Township, and work can be invoiced.</b>	
<b>7</b>	Plant material may be seed grown or dug from areas in Texas, the Southeast United States, and/or California that are within the USDA Plant hardiness Zones 8 or 9.	
<b>8</b>	Container grown or containerized trees grown from seed are acceptable tree stock. Balled and Bur lapped stock will not be accepted unless added to a container that allows tree to stand upright on its own.	
<b>9</b>	Bidder shall identify the name of supplier, location and contact information of the plant stock as part of the bid submittal.	
<b>10</b>	The Woodlands Township reserves the right to review and/or approve the proposed stock of the Bidder/Nursery prior to award of bid and/or delivery of material.	



<b>11</b>	<p>The Woodlands Township will review the general condition of the plants installed/delivered for the following:</p> <ul style="list-style-type: none"> <li>• Uniformity of Leaf Coloration- trees must not exhibit yellowing or discoloration of leaf/needles</li> <li>• Bud Development- During dormant periods of the growth cycle plants should have buds that that are firm, moist and uniformly spaced</li> <li>• Uniformity of Growth- trees in any given block should exhibit uniform vigor and health</li> <li>• Presence of Weeds- weed infested nursery stock indicates lack of care and the plants growing in it may be in a poor state</li> <li>• Root ball- trees must have a well-established root ball that is not root bound and free of girdle root. Girdle roots shall be pruned prior to planting.</li> </ul> <p>Failure to have stock in acceptable condition based as defined by American Standard for Nursery Stock shall result in non-acceptance of the plant. Tree stock shall meet or exceed Type 4 Conifers, Type 2 Shade Trees, Type 4 Broadleaf Evergreens, and Type 2 Deciduous Shrubs.</p>	
<b>12</b>	All planting locations will be mapped, identified by site number, and quantities per location logged by The Woodlands Township. Any deviation from the map and quantities shall be approved by Township.	
<b>13</b>	Maps and locations will be available to the contractor before install start (Typically in November)	
<b>14</b>	Sites shall be string trimmed, prior to installation, to remove weeds and vines. Each site shall be string trimmed only in the area for which the tree is planted for a 100-gallon tree- 6 foot diameter 45-gallon tree- 5 foot diameter 30-gallon tree- 4 foot diameter, 15 gallon – 3 foot diameter, 5 gallon-2.5 foot diameter. The holes for each size tree should have at least 5" clearance from the root ball.	
<b>15</b>	For estimation purposes, plan for approximately 200 locations for the community reforestation program (Project A) and approximately 40 locations for the Streetscapes reforestation program (Project B). The Woodlands Township has over 1,500 acres of open space reserves in the community which is spread out over 28,000 acres in the community. Additional plantings outside of the two projects in 2023 were approximately 560 trees over 2 sites.	
<b>16</b>	Installation of each tree and shrub shall conform to the <a href="#">standards identified in ANSI A300 part 6 (planting and transplanting)</a> .	
<b>17</b>	All ties, ribbon, bamboo need to be removed at the time of planting to prevent girdling. Root balls need to be cut to ensure that tree does not become root-bound.	
<b>18</b>	Planting installation for projects A and B will only be carried out during the following months- <b>January 2024 through March 2024 AND October 2024 through December 2024.</b> Additional planting projects, if needed, will occur throughout the length of the contract.	
<b>19</b>	All trees must have a tree well and mulch installed around them.	
<b>20</b>	<p>Mulch</p> <ul style="list-style-type: none"> <li>• 30 Gallon- Trees must be mulched utilizing a 3-foot ring of mulch that is 3 inches deep after planting. The mulch ring shall create a well and leave minimal buildup of mulch on the base of the tree or shrub.</li> </ul> <p>15 Gallon- Trees must be mulched utilizing a 1.5-foot ring of mulch that is 3 inches deep after planting. The mulch ring shall create a well and leave minimal buildup of mulch on the base of the tree or shrub.</p>	



21	Hardwood mulch is acceptable. Mulch shall be non-colored native hardwood mulch, at least double ground.	
22	Planting areas must be left in good condition and all planting containers and installation debris removed from planting area. If Irrigation lines are hit during installation and not reported to the TWT at time of install, the TWT will deduct the cost of repairs from the final invoice.	
23	Containers shall be returned to The Woodlands Township (8203 Millennium Forest Drive). Containers can be re-purchased from the Township. 100- gallon containers - \$5.00 each, 45-gallon containers - \$2.00 each, 30-gallon containers - \$1.25 each, 15-gallon containers - .75 cents each.	
24	Tree staking will only be required for a period of one year for all trees with height greater to or equal to 6ft. Tree staking must conform to standards set forth by the American Nursery and Landscape Association. Contractor is responsible for supplying stakes. Lodge pole and or metal stakes are acceptable (no bamboo). Trees need to be staked individually with Arbor Tie or the equivalent tree straps. After this time, <b>Bidder shall remove stakes from trees. A retainer of \$5,000.00 will be held until this portion of the contract is completed.</b>	
25	Install Contractor will be responsible for all costs associated with initial watering during install (water, water truck, etc.) No additional watering will be required of install contractor after the initial watering and therefore should not be calculated into the tree install cost. However, the Township would like to request an itemized cost to water all sites (1 cycle). Watering shall take place within 3 hours of tree install with a minimum of 10 gallons per tree. All plantings will receive an absorbent polymer water crystals such as SoilMoist, HydroSource or an equivalent that is applied upon delivery to the Township staging site. Trees will require a 6-ounce application per tree.	
26	Staging area <u>may</u> be provided as part of this contract. Currently, The Township has set aside an area at the Rob Fleming Aquatic Center, 6535 Creekside Forest Dr. Trees will be delivered and unloaded by the selected tree stock contractor (Township Staff will not be available to unload). Township staff will provide a fence to surround the perimeter of the staging area to be installed by the Township. Temporary irrigation will be set up at the expense of the contractor or contractor can water via water tank at their expense. A water source will be provided by the Township for the staging area. The install contractor must maintain the staging area in a clean and organized condition. Security, tree condition, and inventory shall be maintained by the installing contractor until installation is complete which includes daily monitoring of trees to ensure proper watering and trees remain upright. <del>After install completion of each site the 90 day warranty (tree replacement and planting) will start. (Note: The Woodlands Township does not take ownership of the trees provided at any point of this process until the 90 day warranty period has expired.</del> <b>Ownership of trees is transferred to the tree install contractor upon delivery to the staging area if the stock is free of defects and meets conditions listed in line 11 of this section.</b> Coordination between tree stock supplier and installer, if separate, must be maintained during tree stock offloading and delivery. Township Staff will act as quality control in regard to tree stock health and condition)	
27	The Township defines the workday from 7 a.m. to 7 p.m. Monday to Saturday.	
	<b>Additional Services</b>	<b>Bidders Initials</b>
28	As needed Additional Services may be needed during the term of this contract in both routine and emergency scenarios. Routine services are services that the Contractor must perform within <u>10 working days</u> of notification, unless defined as a priority by Township staff. Emergency Services are services that are requested between 7 pm – 7 am Mon-Sat and from	

	<p>12 am -11:59 pm on Sundays. Response times should be within 4 hours of notification. Emergency rates can also be used if Township staff require immediate (within 2 hours) response to a site during the normal workday. Emergency scenarios may include: natural disasters (i.e., hurricane, tornado, flood, etc.) or trees or branches, that may have fallen on private property, that obstruct driveways and/or pathways. If a job started doing normal business hours, and is not finished until after the normal workday, emergency rates do not apply.</p>	
<b>29</b>	<p><b>As Needed Additional Services - Tree Removals:</b> Contractor must perform tree removal service according to the <b>ANSI A300 standards including but not limited to Part 1, 5, 7, 8, and 9. Tree removal unit price includes cutting, removing tree, and related debris from the site by using industry standard means and equipment.</b> Township staff will dictate if debris removal is needed in addition to the tree removal rate. If the majority of the tree is intact and/or leaning against another tree, tree removal unit price will be used without additional debris removal charges. If the contractor disagrees with Townships staff's assessment, the contractor must communicate before removal takes place. All trees shall be cut to within three (3) inches above natural grade. Service rates for <b>tree removal</b> based on routine or emergency requests will be charged according to the D.B.H. rates. The additional Services Bid Tab for tree removals will have the following line items:</p> <p>29.1 - Removal of Trees 1" to 7.99" in diameter  29.2 – Removal of Trees 8" to 14.99" in diameter  29.3 - Removal of Trees 15" to 19.99" in diameter  29.4 - Removal of Trees 20" to 24.99"  29.5 - Removal of Trees 25" and greater</p>	
<b>30</b>	<p><b>As Needed Additional Services - Debris Removals:</b> A crew for debris removal shall be a four-person crew that includes a skid steer with grapple attachment, Chipper/Chip truck, and applicable saws/tools. Removal and legal disposal of debris generated is included in the unit cost. Contractor must perform all ROUTINE debris removal within <u>10 working days</u> of notification, unless defined as a priority by Township staff.</p> <p>Contractor must perform all EMERGENCY debris removal within 4 hours of notification during after hours and within 2 hours if needed during the normal business day. Removal of a fallen tree shall be billed under the hourly debris removal rate. If 50% or greater of the tree is still standing, tree removal unit price may be billed in addition to the debris removal hourly rate. This additional billing will be dictated by Township staff. If the contractor disagrees with Townships staff's assessment, the contractor must communicate before removal takes place. The additional Services Bid Tab for Debris removals will have the following line items:</p> <p>30 – Debris Removals per hour</p>	
<b>31</b>	<p><b>As Needed Additional Services - Stump Grinding:</b> All stump grinding must be completed to at least three (3) inches below natural grade. Debris from the grinding may be left on site; however, it must be raked into a level surface. Stump grinding will be requested by Township on a case by case basis dependent on location of stump. The Additional Services Bid Tab for Stump Grinding will have the following line items:</p> <p>31.1 – Stump Grinding 4" and Greater (per stump)  31.2 - Stump Grinding 0" – 4" (per stump):</p>	
<b>32</b>	<p><b>As Needed Additional Services – Tree Fertilization:</b> When requested tree fertilization (Arbor Green Pro 30-0-10, or equivalent, mixed at a two-year rate) must be performed by a high-pressure soil injection in a 2-3 foot staggered pattern inside the critical root zone. The Additional Services Bid Tab for Tree Fertilization will have the following line items:</p> <p>32 – Tree Fertilization Soil Injection per tree</p>	

<b>33</b>	<p><b>As Needed Additional Services – Engineered Wood Fiber Install-</b> Per yard Cost to install engineered wood fiber used in Township Playgrounds for fall surfacing standards. Price should include all-inclusive service to load, deliver, and install material from The Parks Operation facility located at 8203 Millennium Forest Drive. The Additional Services Bid Tab for Engineered Wood Fiber Install will have the following line items:</p> <p>33 – Engineered Wood Fiber Install: per yard installed</p>	
<b>34</b>	<p><b>As Needed Additional Services – Seedling Install</b> - Cost per 1000 seedlings installed throughout the community. Township staff will be responsible for site location of the seedlings trying to condense the 1000 units in close geographical proximity. Historically contractors have installed 5000 seedlings per day. The Additional Services Bid Tab for Seedling Install will have the following line items:</p> <p>34 – Seedling Install per 1000</p>	
<b>35</b>	<p><b>As Needed Additional Services – Tree Install</b>-Cost per tree installed per gallon size. Contractor should provide all-inclusive service to load, deliver, and install tree. Contractor should supply a cost for 5 gallon trees Installation of each tree or shrub should conform to the ISA guidelines as outlined in the following link:  <a href="http://www.isa-arbor.com/education/onlineresources/cadplanningspecifications.aspx">http://www.isa-arbor.com/education/onlineresources/cadplanningspecifications.aspx</a>  The Additional Services Bid Tab for 5 Gallon Tree/Shrub Install will have the following line items:</p> <p>35 – Tree/Shrub Install (5 Gallon)</p>	
<b>36</b>	<p><b>As Needed Additional Services – Watering</b> – as needed per request by the Township, would be based on a per 1000-gallon basis consisting of at least a 2-man crew. The Additional Services Bid Tab for Watering Services will have the following line items:</p> <p>36 – Watering Services (Per 1000 Gallons)</p>	
<b>37</b>	<p><b>As Needed Additional Services – Pine Straw</b> – cost per bale of pine straw installed: which includes delivery to work site, labor to spread the mulch, and cleanup after the install is completed. The Additional Services Bid Tab for Pine Straw Install will have the following line items:</p> <p>37 – Pine Straw installed (Per bale)</p>	
<b>38</b>	<p><b>As Needed Additional Services – Non-Colored Hardwood Mulch</b> – 15 gallon and above installed trees should receive a 3-foot ring of mulch that is 3 inches deep after planting. The mulch ring shall create a well and leave minimal buildup of mulch on the base of the tree or shrub and shall be included in the unit price. <u>Cost of mulch is included in the tree install cost.</u> The Additional Services Bid Tab for Non-Colored Hardwood Mulch Install will have the following line items:</p> <p>38 – Non-Colored Hardwood Mulch: per yard installed</p>	
<b>39</b>	<p><b>As Needed Additional Services – Non-Routine Equipment</b> -The Contractor must be able to furnish the following services on an hourly rate for <b>NON-ROUTINE WORK</b> requests such as natural disasters. Cost should include operator and equipment.</p> <p>The Additional Services Bid Tab for Non-Routine Equipment will have the following line items:</p> <ul style="list-style-type: none"> <li>39.1 - Bucket Truck minimum 50’ reach</li> <li>39.2 - Knuckle Boom with minimum 25’ reach</li> <li>39.3 - Skid Steer or Track Loader with tracks and Grapple</li> <li>39.4 - Minimum 25 yd. dump bed truck or trailer.</li> <li>39.5 - Chipper Unit w/ 6 yd. chip truck with dumping capacity.</li> <li>39.6 - Crane 100 ton or 23 ½ ton</li> </ul>	

### Exhibit A1 – Example Reforestation Contract Backup for Invoicing

[illegible]

## Exhibit B -Bid Tabulation Form

### Project A- Community Reforestation

		Project A2	
15 Gallon	Quantity	Unit Installation Price	Total Installation
Loblolly Pine	1000		
Swamp Chestnut Oak	200		
Cedar Elm	200		
Yaupon	1000		
Wax Myrtle	200		
Cherry Laurels	200		
<b>Total</b>	<b>2800</b>	Total	\$ -

		Project A2	
30 Gallon	Quantity	Unit Installation Price	Total Installation
Loblolly Pine	1000		
Swamp Chestnut Oak	100		
Cedar Elm	175		
Southern Magnolia	100		
Yaupon	1400		
Wax Myrtle	200		
<b>Total</b>	<b>2975</b>	Total	\$ -

**Total Project A1**



**Project B- Streetscape Reforestation**

		Project B2	
15 Gallon	Quantity	Unit Installation Price	Total Installation
Loblolly Pine	1		
Yaupon	3		
<b>Total</b>	<b>4</b>	Total	\$ -

30 Gallon	Quantity	Unit Installation Price	Total Installation
Loblolly Pine	7		
Yaupon	4		
Sweetgums	4		
Basham Crepe Myrtle	100		
Texas Red Oak	100		
<b>Total</b>	<b>215</b>	Total	\$ -

100 Gallon	Quantity	Unit Installation Price	Total Installation
Texas Red Oak	6		
<b>Total</b>	<b>6</b>	Total	\$ -

**Total Project B1**

Cost for absorbent polymer watering crystals = \$ \_\_\_\_\_ (Refer to line 25 in Exhibit A)

Cost for 1 full cycle (all sites) of post planting watering = \$ \_\_\_\_\_ (Refer to line 25 in Exhibit A)

Project A: Performance/Payment Bond (Installing Contractors Only) \$ \_\_\_\_\_  
(How much the bond will cost you)

Project B: Performance/Payment Bond (Installing Contractors Only) \$ \_\_\_\_\_  
(How much the bond will cost you)

Additional Services			
	Item	Routine Cost	Emergency Cost
29.1	Removal of Trees 1" to 7.99" in diameter Per Tree:		
29.2	Removal of Trees 8" to 14.99" in diameter Per Tree:		
29.3	Removal of Trees 15" to 19.99" in diameter Per Tree:		
29.4	Removal of Trees 20" to 24.99" In diameter Per Tree:		
29.5	Removal of Trees 25" and greater Per Tree:		
30	Debris removal (per hour):		
31.1	Stump Grinding 4" and Greater (per stump):		
31.2	Stump Grinding 0" – 4" (per stump):		
32	Tree Fertilization Soil Injection (per tree):		
33	Engineered Wood Fiber Install: (per yard installed)		
34	Seedling Install: (per 1000)		
35	Tree/Shrub Install: (5 gallon)		
36	Watering Services: (Per 1000 gallons)		
37	Pine Straw install: (Per Bale installed)		
38	Non Colored Hardwood Mulch install: (Per yard installed)		
39.1	Bucket Truck: (per hour)		
39.2	Knuckleboom: (per hour)		
39.3	Skid Steer with bucket and grapple attachment (per hour)		
39.4	25 yard Dump Trailer/Truck (per hour)		
39.5	Chipper with chip truck 6yard capacity (per hour)		
39.6	100 Ton Crane: (per hour)		



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

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

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

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

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

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

\_\_\_\_\_  
**EMAIL**

\_\_\_\_\_  
**PHONE NUMBER**

### Exhibit D - Addendum Acknowledgement

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

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

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

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

## Exhibit E - Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 40px; width: 100%; text-align: center; margin-top: 10px;">             Name of Officer           </div>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="border: 1px solid black; height: 150px; width: 100%; margin-top: 10px;"></div> <div style="margin-top: 10px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <div style="border: 1px solid black; height: 60px; width: 100%; margin-top: 10px;"></div>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>Date</p> </div> </div>		

**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 reforestation 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\_\_\_\_.

(SEAL)

\_\_\_\_\_

(Name of Bidder)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_



## Exhibit H – Subcontractors

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

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

Subcontractor's Name

Subcontractor's Type of Work

---

---

---

---

---

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

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

### **Exhibit I - Insurance Requirements**

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the 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 obligee, 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 November 1, 2022, for Reforestation in accordance with plans and specifications referenced in the Contract associated with the Reforestation.

**NOW THEREFORE**, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract for twelve (12) 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 in 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 \_\_\_\_\_, 2022

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

ATTEST:

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Secretary) (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)
YES	General Specifications and Acknowledgement		YES	References	
YES	Bid Tabulation Form		YES	<b>Notarized</b> Statement of Bidders Qualifications	
YES	Bid Certification		YES	Bid Bond-2% of value of bid	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
			YES	<b>Signed</b> Conflict of Interest Questionnaire (CIQ)	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>					
Required		Acknowledged	Required		Acknowledged
YES	<b>Form 1295</b> – “Certificate of Interested Parties”		YES	<b>Payment Bond</b> This applies to bids that exceed \$25,000	
YES	<b>Performance Bond</b> Requirements. This applies to bids that exceed \$25,000		YES	<b>Worker’s Compensation</b> Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
YES	<b>General Liability and Auto</b> Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

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

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