

REQUEST FOR PROPOSAL

FOR

South Dallas Greening Initiative (SDGI)

Landscape Installation Services for

Dallas Independent School District (DISD)

Texas Trees Foundation
Dallas, Texas

September 2, 2026

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SECTION 1

INTRODUCTION

1.1 Description of the Texas Trees Foundation (“Foundation”)

Texas Trees Foundation (the “**Texas Trees**”) is a leading urban forestry nonprofit organization based in Dallas and working throughout the State of Texas. Its mission is to improve the health of cities and people through the transformative power of trees. Over its 43-year history, Texas Trees has supported the growth and stewardship of urban forests, planting over 1.5 million trees and contributing to healthier, greener communities. Through research, education, and partnerships, Texas Trees has also become a leading voice and resource to communities and decision makers.

1.2 Description of the South Dallas Greening Initiative (“Program”)

The South Dallas Greening Initiative (“Program”), with initial funding from the USDA Forest Service, supports the health and well-being of South Dallas residents through a focus on urban forestry, environmental stewardship, and equitable access to nature. This initiative aims to create lasting community benefits through expansive tree planting, environmental education, workforce development opportunities, and increased access to green spaces.

1.3 Description of the Cool Schools X South Dallas Greening (“Project”)

The South Dallas Greening Initiative will transform four Dallas ISD properties, three of which are schools and one community resource center, into vibrant green spaces that increase access to nature, provide outdoor learning opportunities, and encourage students and staff to spend time outdoors. Each space will be designed to reflect the unique needs and site constraints of the area while promoting recreation, nature-based education, and social connection. These projects will help address urban heat and limited access to green space on school campuses, creating healthier, more resilient schools and neighborhoods.

The four site locations are:

- **Ascher Silberstein Elementary (3101 Lawnview Ave., Dallas, TX 75227)**
 - Ascher Silberstein Elementary will receive schoolyard improvements designed to increase tree canopy, enhance outdoor learning opportunities, and create more comfortable outdoor spaces for students and staff.
- **H.S. Thompson Elementary (5700 Bexar St., Dallas, TX 75215)**
 - H.S. Thompson Elementary will receive landscape and tree planting improvements aimed at expanding access to green space, reducing heat impacts, and supporting outdoor education and recreation.
- **Oran Roberts Elementary (4919 E Grand Ave., Dallas, TX 75223)**
 - Oran M. Roberts Elementary presents unique site constraints due to existing geothermal well infrastructure beneath portions of the campus. Tree planting and landscape improvements will be strategically located, and tree planting and landscaping will only be permitted where existing trees were planted and have died and/or been removed to avoid conflicts while increasing campus shade and environmental benefits.
- **Frazier House/Zan Holmes Community Outreach Center (4600 Spring Ave., Dallas, TX 75210).**
 - This location is owned by the Dallas Independent School District (DISD) but not a traditional school. Frazier House is an initiative of the Zan Wesley Holmes, Jr. Community Outreach Center. It is located on the first floor of the newly renovated, former Julia C. Frazier Elementary School. It offers multiple services in one building partnering and collaborating with other community nonprofits, service organizations, and DISD. This shared space offers access to educational, social services, job skills training, and job placement opportunities for Frazier House Clients. Site improvements will enhance the outdoor environment for community programming, gathering, and engagement while increasing access to trees and green space.

1.4 RFP Objective

Texas Trees is soliciting proposals in response to this Request for Proposal (“RFP”) from qualified landscape installation contractors (“Respondents”) to provide landscape installation services and other related and necessary services and other support with regard to (the “Project”), as more particularly described in this RFP, to include but not limited to, the attached construction documents and plans, scope of work, agreement terms and special conditions. The Project’s sites must be transformed through an integrated, sequenced schedule that maximizes resources and improves time efficiency. Texas Trees, which will be referred to as the project “Owner” in the Scope of Work and Project Manual, will be actively involved in the construction administration, oversight, and provide correspondence between the selected contractor and schools.

SECTION 2

NOTICE TO RESPONDENTS

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO SUBMIT A COMPLETE RESPONSE MAY RESULT IN DISQUALIFICATION OF RESPONDENT'S PROPOSAL.

2.1 General

Texas Trees is accepting competitive proposals for a landscape installation contract in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by Texas Trees. **Respondents are cautioned to read the information contained in the RFP carefully and to submit a complete response to all requirements and questions as directed. In the event of any conflict or inconsistency between this RFP and the Project Manual, the requirements of this RFP shall govern and supersede the Project Manual.**

2.2 Key Events Schedule

<u>Issue Request for Proposal</u>	Wednesday, September 2, 2026
<u>Pre-Proposal Conference</u>	Wednesday, September 9, 2026 at 12 PM
<u>Due Date for Questions</u>	Monday, September 28, 2026 at 12 PM
<u>Proposal Submittal Deadline</u>	Wednesday, September 30, 2026 at 11 PM CST

2.3 Submittal Deadline and Instructions

Texas Trees will accept proposals submitted in response to this RFP until **11:00 p.m., CST on Wednesday, September 30, 2026**, (the “**Submittal Deadline**.”). Proposals must be received by Texas Trees on or before the Submittal Deadline and shall be delivered via email to:

Emily Plauche, Neighborhood Greening Program Lead
Texas Trees Foundation
Phone:
emilyp@texastrees.org

Proposals should be submitted as two separate documents via e-mail submission.

- Completed & Signed Pricing and Delivery Schedule (ref. Section 5)
 - Typed on the provided template and submitted as an Excel document.
- Responses to Technical Narrative (ref. Section 6)
 - Typed on letter-size (8-1/2" x 11") and prepared as PDF with clear section headings.

All documents must be completed and signed as indicated. Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline.

The email submission must notate the solicitation abbreviated name **SDGI DISD and the Respondent's name** in the subject line.

2.4 Pre-proposal Conference and Questions

A pre-proposal conference will be held at **12 pm CST on Wednesday, September 9, 2026**, via Zoom. Please email sarai@texastrees.org for meeting link. This conference will be each Respondent's opportunity to ask Representatives of Texas

Trees Questions and clarify provisions of the RFP. Additionally, interested parties should submit all questions or concerns regarding this RFP via e-mail to the above-named contact person. All questions or concerns must be received by the above-named person no later **12:00 p.m., CST, on Monday, September 28, 2026.** Texas Trees will not accept questions after that time. The responses will be posted Contracts Page of Texas Trees' website (<https://texastrees.org/contract-opportunities/>) by **5:00 p.m., CST, on Wednesday, September 16, 2026.** **Questions submitted after September 14 and before September 28 deadline will be responded to via email.**

Please notate the solicitation abbreviated name **SDGI DISD** in the subject line of your email.

2.5 Criteria for Selection

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous to Texas Trees. Texas Trees is not bound to accept the lowest priced proposal if that proposal is not in the best interest of Texas Trees as determined by Texas Trees

Proposals will be evaluated and ranked by Texas Trees personnel based on the evaluation criteria outlined below:

- 1. COST / PRICE EVALUATION (30%)**
 - a. Total bid price (20%)
 - b. Price reasonableness (realistic, balanced) (10%)
- 2. TECHNICAL EVALUATION (70%)**
 - a. Respondent's Qualifications, Abilities and References Related to the Project (40%)
 - i. Qualifications of Proposed Project Team
 - ii. Performance on Representative Projects
 - iii. References on Representative Projects
 - b. Proposed Project Approach & Services (30%)
 - i. Project Implementation Plan & Schedule
 - ii. Quality Assurance
 - iii. Safety Record & Plan

2.6 Respondent's Acceptance of Evaluation Methodology

Submission of a proposal indicates the Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by Texas Trees during the assigning of points.

Respondents shall attest to the fact that they have read, understood, and are in compliance with all of the information to respondents and specifications/solicitation requirements as stated in all of the aforementioned by affixing their original signature below. All deviations made to the specifications/requirements are noted in a list made part of their submittal.

2.7 Contract Award Process

Texas Trees will select Contractor by using the competitive proposal process described in this Section. The contract will be awarded to the responsive, responsible Respondent(s) who rank highest in the evaluation process based on the criteria specified in this RFP and whose proposal is determined to be most advantageous to Texas Trees.

Any proposals that are not submitted by the Submittal Date or that are not accompanied by sections or signatures required by this RFP will be rejected by Texas Trees as non-responsive due to material failure to comply with advertised specifications.

Upon completion of the initial review and evaluation of the proposals, Texas Trees may invite one or more selected Respondents to participate in interviews.

Texas Trees may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, Texas Trees may make the selection of Contractor on the basis of negotiation with any of the Respondents.

At Texas Trees' sole option and discretion, Texas Trees may discuss and negotiate all elements of the proposals submitted by selected Respondents within a specified competitive range.

After submission of a proposal but before final selection of Contractor is made, Texas Trees may permit a Respondent to revise its proposal in order to obtain the Respondent's best and final offer. In that event, representations made by Respondent in its revised proposal, including price and fee quotes, will be binding on Respondent.

Texas Trees is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to Texas Trees overall, as determined by Texas Trees.

Texas Trees reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Respondents, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of Texas Trees.

In the event that the award is made, but a contract is not executed, Texas Trees does not guarantee that a contract will be re-awarded.

2.8 Solicitation for Proposal and Proposal Preparation Costs

Respondent understands and agrees that this RFP is a solicitation for proposals and that Texas Trees has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.9 Bonding Requirements

The selected Contractor must be able to secure and provide Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Contract Price, issued by a corporate surety authorized to do business in the State of Texas. Such bonds shall be provided within thirty (30) days of contract award and prior to commencement of any Work. For more details, please reference Attachment B.

2.10 Payment Terms and Conditions

Progress payments shall be made based on the percentage of work completed and subject to review and approval by the Texas Trees Foundation and the landscape architect listed in the RFP. Approved invoices will be paid once TTF is reimbursed by the Federal Government. A 5% retainage will be withheld from payments until substantial completion.

SECTION 3

PROPOSAL REQUIREMENTS

3.1 General Instructions

3.1.1 Pricing and Delivery Schedule

Respondents must complete and return the Pricing and Delivery Schedule (ref. Section 5), as part of its proposal. In the Pricing & Delivery Schedule, Respondent should describe in detail the total pricing for the entire scope of the work associated with the Project. Respondent Pricing must reflect the full scope of work defined herein and as defined in the Scope of Work (ref. Section 4) and Construction Document Package (ref. Attachment A).

Texas Trees will not recognize or accept any charges or fees to perform the scope of work associated with the Project that are not specifically stated in the Pricing & Delivery Schedule.

3.1.2 Addenda Checklist

Respondent should acknowledge all Addenda to this RFP (if any) by completing the Addenda Checklist contained in the Pricing and Delivery Schedule (ref. Section 5) as part of its proposal. Any proposal received without a completed Addenda Checklist may be rejected by Texas Trees, at its sole discretion.

3.1.3 Technical Narrative

Proposals must include the information requested as part of the Technical Narrative (ref. Section 6). It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly.

3.1.4 Proposal Validity Period

Each proposal must state that it will remain valid for Texas Trees' acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The successful proposal accepted by Texas Trees shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.

SECTION 4

SPECIFICATIONS/SCOPE OF WORK

4.1 General Instructions

The scope of services and requirements, as well as certain requests for information to be provided by Respondent as part of its proposal, are set forth below.

The Scope of Work for this Project shall consist of providing all labor, tools, material, supplies, equipment, support services, and all else required to perform and complete all the work necessary for the landscape installations for the Dallas Independent School District schoolyard projects in South Dallas as show in Attachment A – Construction Documents Package for DISD Schoolyards in South Dallas.

4.2 Specification/Scope of Work

The Base Bid Work shall include, but not be limited to, the following major items, to the extent specified and indicated:

4.2.1 General Installation Management

Provide overall planning, management, and coordination of installation activities from Notice to Proceed through Final Acceptance.

Develop and maintain the project schedule, coordinate sequencing of work, and provide regular progress reporting and timeline communication of project status, risk and schedule impacts.

Coordinate with the Owner, design team, school districts, local municipalities, utility providers, governing agencies, and other contractors as required to facilitate successful project delivery and timely resolution of field conditions or conflicts.

Coordinate with the Owner for all Owner-furnished material deliveries. Contractor shall be responsible for being onsite to receive, inspect, unload, stage, protect, and secure delivered materials until installation. The Owner will be present for deliveries and serve as the primary approver of Owner-furnished materials.

Plan and phase installation activities to minimize disruption of school operations while maintaining safety around students, staff, and school operations.

Comply with all applicable district requirements, including vendor registration, background check, badging, accessing protocols, and other procedures.

Manage installation site logistics, clean work area, and secure active installation areas.

Coordinate project close out activities, including punch list completion, inspections, record documentation and all requirements necessary to achieve Substantial Completion and Final Acceptance.

4.2.2 Integrated Site Prep, Hardscape & Outdoor Learning Element Installation

Conduct site prep activities such as grading to establish positive site drainage, install to support erosion control, and obtain necessary permits.

Installation of limited hardscape elements such as decomposed granite, mulch, edging, and stump edging to create pathways and define outdoor learning zones.

Installation or placement of outdoor learning elements or site furnishing elements, such as wooden benches and tables, logs, tree cookies and stumps, bird houses, and other simple educational features such as chalkboards.

Installation of educational, interactive signage in designated spaces.

Coordination of hardscape and site features alongside planting and irrigation work.

4.2.3 Integrated Landscape Installation

Installation of trees and supporting native landscape plants as part of coordinated site installation.

Soil preparation, planting, staking, mulching, and establishment practices executed within an integrated construction schedule.

Support Owner-provided plant materials through coordinated logistics, sequencing, and quality control, including proper upkeep and care during delivery, staging, planting, and the 90-day establishment and warranty period. Contractor shall be responsible for the establishment and warranty of all installed materials during this period.

4.2.4 Integrated Irrigation Systems

Installation and testing of irrigation systems that directly support newly installed trees, plants, and other landscape material (e.g. decomposed granite sections), and outdoor learning elements.

Integrate irrigation installation with planting, grading, and hardscape elements all within a built existing school campus.

Coordinate with school/municipal maintenance teams to support water access and connection to existing irrigation system.

4.3 Construction Documents Packages (Attachment A)

Attachment A contains the drawings, specifications, plans and stipulations required for the completion of the Project; Respondents are instructed to carefully review as these documents are incorporated into and form part of this RFP for all purposes.

4.4 Anticipated Project Schedule

Texas Trees anticipates that the Projects will be completed no later than January 31, 2027. The completion date may be adjusted by Texas Trees based on recipient's timeline, availability or delays of Owner-furnished materials and site furnishings, weather conditions, and other unforeseen circumstances. Certain materials, including wood-based amenities and sod, may require installation at a later phase of the Project. The Contractor shall coordinate with Texas Trees Foundation regarding the timing and scheduling of such installations and shall return to the Project site as necessary to complete the Work.

4.5 Associated Professional Services

The Construction Documents Package (Attachment A) associated with this RFP have been prepared by the following licensed landscape architects:

Landscape Architect | Prime Consultant
Studio Outside
Contact: Ellen Calhoun Denk

824 Exposition Avenue
Dallas, Texas 75226
(214) 954-7160 Ext. 103
edenk@studiooutside.us

SECTION 5

PRICE AND DELIVERY SCHEDULE

Respondents shall provide all pricing and delivery information requested for the installation services described in this RFP using the designated Price and Delivery Schedule. Pricing shall reflect specifications, requirements and terms of this RFP and its attachments. Texas Trees reserves the right to award a single bid item or any combination of bid items when multiple bid items occur.

The PDF copy of the Price and Delivery Schedule is included in this RFP for reference only. Respondents must complete and submit the Excel fillable version available at texastrees.org/contract-opportunities/ under the file name "Section 5 - Pricing and Delivery Schedule (Bid Form) - SDGI Installation Services, DISD Schoolyards." Respondents are responsible for ensuring they complete and submit the correct bid form.

[Remainder of this page intentionally left blank. Price and Delivery Schedule begins on following page.]

Bid Form for:
Cool Schools South Dallas Greening Initiative (CS SDGI)
Landscape Installations Services for
Four Sites
Dallas Texas
August 2026

BIDDER (Company): _____

ADDRESS: _____

POINT OF CONTACT (Person): _____

PHONE: _____

The bidder, in compliance with the Invitation to Bid on the above mentioned project, having examined the drawings, with Specifications, and draft contract dated July 17, 2026 with related documents and the site of the proposed work, and being familiar with all of the conditions of this proposed project including the availability of materials and labor hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the Contract Documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, including related work which may not be specifically mentioned, but implied, of which this proposal is a part.

Note: Each of the following bid items and attached unit pricing list are proposed by the contractor to be furnished and fully installed in place, with all appurtenances, in accordance with the bid documents (drawings and specifications) and include labor, materials, overhead, profit, tools, incidentals, insurance, and fees required to complete the work.

				Ascher Silberstein Elementary	Frazier House- Zan Homes Community Center		H.S. Thompson Elementary		Oran Roberts Elementary		
Item No.	Unit Price		Description	Amount Bid		Amount Bid		Amount Bid		Amount Bid	
				Quantity	Bid	Quantity	Bid	Quantity	Bid	Quantity	Bid
A General Requirements, Fees, & Contingencies											
1	\$0.00	LS	Division 1 General Requirements		\$0.00		\$0.00		\$0.00		\$0.00
2	\$0.00	LS	Insurance and Bonds		\$0.00		\$0.00		\$0.00		\$0.00
3	\$0.00	LS	Mobilization		\$0.00		\$0.00		\$0.00		\$0.00
4	\$0.00	LS	General Contractor Fee		\$0.00		\$0.00		\$0.00		\$0.00
5	\$0.00	LF	Temporary Security Fence (6' chain link w/ black mesh - rental fence - as shown in the drawings to be in place for the full duration of construction), to include installation, adjustments due to phasing, maintenance, and removal.		\$0.00		\$0.00		\$0.00		\$0.00
6	\$0.00	LS	Traffic Control - provide temporary signage regarding traffic control (as required), and safety / security signage for the duration of the project - including temporary traffic closings for deliveries - to include installation, maintenance, and removal if necessary.		\$0.00		\$0.00		\$0.00		\$0.00
7	\$0.00	LF	Tree Protection Fencing surrounding existing trees as shown on drawings. To include installation, maintenance for duration of the project, and removal.		\$0.00		\$0.00		\$0.00		\$0.00
8	\$0.00	LS	Temporary Construction Signage		\$0.00		\$0.00		\$0.00		\$0.00
9	\$0.00	LS	Record drawings at project completion - Contractor will provide a revised set of drawings (Based upon the latest contract set) of the built-conditions for hardscape elements (walls, pathways, concrete curbs, drain inlets, playground, structures etc.) and trees and provide to the school for their records.	1.00	\$0.00	1.00	\$0.00	1.00	\$0.00	1.00	\$0.00
10	\$12,500.00	LS	Owner's Contingency Allowance - This item is an allowance of \$25,000 per campus and will be used at the discretion of the Owner to provide additional work and/or materials. Any additional work will be provided per the Unit Price List, included with the bidding documents. Any work or materials provided with this allowance will require prior written authorization.	1.00	\$12,500.00	1.00	\$12,500.00	1.00	\$12,500.00	1.00	\$12,500.00
B Demolition & Preparation											
11	\$0.00	LS	Misc. Site Demolition per demo plans		\$0.00		\$0.00		\$0.00		\$0.00
C Earthwork											
12	\$0.00	SF	Fine Grading per drawings, all spoils to be used on site in berms, no haul off unless spoils have debris or waste present		0.00		0.00		0.00		0.00
E Ground Plane Surfacing											
13	\$0.00	SF	(G-1) Decomposed Granite w/ stabilizer		\$0.00		\$0.00		\$0.00		\$0.00
14	\$0.00	SF	(G-2) Engineered Wood Fiber Mulch (EWF)		\$0.00		\$0.00		\$0.00		\$0.00
15	\$0.00	LF	(G-3) Mulch		\$0.00		\$0.00		\$0.00		\$0.00
16	\$0.00	SF	(G-4) Steel Edging		\$0.00		\$0.00		\$0.00		\$0.00
17	\$0.00	LF	(G-5) Cut Flagstone		\$0.00		\$0.00		\$0.00		\$0.00
18	\$0.00	SF	(G-6) Flagstone Paving		\$0.00		\$0.00		\$0.00		\$0.00
19	\$0.00	SF	(G-7) Sump Dry Well		\$0.00		\$0.00		\$0.00		\$0.00
F Wood Components											
20	\$0.00	LF	(L-1) Stump Edge including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.		\$0.00		\$0.00		\$0.00		\$0.00
21	\$0.00	LF	(L-2) Horizontal Log Seating including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.		\$0.00		\$0.00		\$0.00		\$0.00
22	\$0.00	EA	(L-3) Stump Seat including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.		\$0.00		\$0.00		\$0.00		\$0.00
23	\$0.00	EA	Fallen Tree at Nature Play including all associated costs for installation. Salvaged Tree is OWNER PROVIDED & Salvaged tree will be in approximate area on site by Owner. Contractor to perform final placement, strip bark, prep and install per detail.		\$0.00		\$0.00		\$0.00		\$0.00
24	\$0.00	EA	Stumps at Playground including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.		\$0.00		\$0.00		\$0.00		\$0.00

G Nature Observation Amenities									
25	\$0.00	EA	(N-1) Drawing Board & Easel including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	\$0.00	EA	(N-2) Collection Table including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	\$0.00	EA	(N-3) Nature Loom including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	\$0.00	EA	(N-4) Interpretive Sign (Wood Slab) including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	\$0.00	EA	(N-5) Interpretive Sign (Pre-Fab) including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	\$0.00	EA	(N-6) Magnifying Station including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	\$0.00	EA	(N-7) Mud Kitchen including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	\$0.00	EA	(N-8) Movable Picnic Table including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33	\$0.00	EA	(N-9) Wood Slatted Bench & Table including all associated costs for installation. Benches are shop fab in modules and are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	\$0.00	EA	(N-10) Custom Free Library Cottage including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35	\$0.00	EA	Planter Boxes including all associated costs for installation. Wood components are OWNER PROVIDED & OWNER DELIVERED to each site. Contractor to unload, store, seal, and install per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
H Landscape & Irrigation									
36	\$0.00	SF	Bed Preparation for planting areas and leveling of new seed zones, graded per sheets L301 and L501 complete and in place, per planting specifications.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37	\$0.00	SF	Seeding Repair for all disturbed existing groundcover during construction process. Repair to preconstruction state.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	\$0.00	LS	Planting installed per L500 series, species vary per campus refer to plant schedule on sheet L500A. Plant material is OWNER PROVIDED & OWNER delivered to each site. Contractor to unload, store, care, water, and install plants per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39	\$0.00	LS	Trees installed per L500 series, species vary per campus refer to plant schedule on sheet L500A. Trees are OWNER PROVIDED & OWNER delivered to each site. Contractor to unload, store, care, water, and install trees per specs.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	\$0.00	LS	Irrigation System installed complete and in place with all appurtenances per sheet L600a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	\$2,500.00	AL	Irrigation Repair Allowance for each campus	1.00	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00

Bidder Acknowledges receipt of the following addenda:

Addenda Number:

Addenda Date

Item No.	SUMMARY Description	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount
A	General Requirements, Fees, & Contingencies	\$	\$	\$	\$	\$	\$	\$	\$
B	Demolition & Preparation	\$	\$	\$	\$	\$	\$	\$	\$
C	Earthwork	\$	\$	\$	\$	\$	\$	\$	\$
D	#####	\$	\$	\$	\$	\$	\$	\$	\$
E	Ground Plane Surfacing	\$	\$	\$	\$	\$	\$	\$	\$
F	Wood Components	\$	\$	\$	\$	\$	\$	\$	\$
G	Nature Observation Amenities	\$	\$	\$	\$	\$	\$	\$	\$
H	Landscape & Irrigation	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL BID		\$	\$	\$	\$	\$	\$	\$	\$

Respectfully Submitted

by: _____
(Company)

(Signature) _____

(Title) _____

(Business Address & Zip Code) _____

(Office of Record) _____

(Telephone) _____

(Date) _____

SECTION 6

TECHNICAL NARRATIVE

6.1 Respondent's Qualifications, Abilities and References Related to the Project

6.1.1 Qualifications of Proposed Project Team

Describe, in graphic and written form, the proposed Project team with relevant years of experience, qualifications, licenses (if applicable). Include assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project. Please include proof of DISD vendor badging for team members OR submission of badging application/background checks for team members.

6.1.2 Performance on Representative Projects

Identify and describe Respondent's and/or the proposed team's past experience for providing landscape installation services on three (3) projects that are MOST RELATED TO THIS PROJECT within the last five (5) years. Must include projects for Independent School Districts or similar institutions such as institutions of higher education or government sector and that include extensive tree installation. **Respondents are encouraged to include project examples outside of those completed under Texas Trees.** List the projects in order of priority, with the most relevant project listed first. Must provide at least 3 projects. Provide the following information for each project listed:

- a. Project name, location, contract delivery method, and description
- b. Color images
- c. Final landscape installation cost
- d. Final project size in gross square feet
- e. Type of landscape installation (new, renovation, or expansion), including number and type of trees installed
- f. Project Timeline which includes Notice To Proceed, Substantial Completion, and Final Payment dates
- g. Name of Project Manager
- h. Name of Project Superintendent

6.1.3 References on Representative Projects

Reference for at least three (3) of the projects listed above will be contacted by Texas Trees via email or phone to provide the following information:

- a. The customer/owner representative who served as the day-to-day liaison during landscape installation, including email address and telephone number.
- b. Landscape Architect's name and representative who served as the day-to-day liaison during landscape installation, including email address and telephone number, if applicable.
- c. Length of business relationship with the customer/owner.

Reference feedback shall be considered relevant based on specific project participation and experience with the Respondent. Texas Trees may contact the identified reference during any part of this process. Texas Trees reserves the right to contact any other references at any time during the RFP process.

Respondents are strongly recommended to submit and verify reference phone numbers, e-mail addresses, and contact names for accuracy. **Respondents are encouraged to provide references outside of employees or staff at Texas Trees.** Texas Trees will not be responsible for obtaining updated or corrected reference information. Submission of incorrect or no information from a reference will result in a low score for this evaluation criterion.

6.2 Proposed Project Approach & Services

6.2.1 Project Implementation Plan & Schedule

- 6.2.1.1** Provide an overview of the approach to the scope of work, project management (including methods for developing and maintaining project schedules), any unique benefits, and other considerations or advantages to Texas Trees in selecting the Respondent's company.
- 6.2.1.2** Provide a detailed work plan with a description of the Respondent's plan for executing the landscape installation schedule for the project. Submit a Gantt type schedule with key dates and milestones. The response should include: long lead times, completion milestone for each campus, and final completion date. All campuses have stated that construction/installation can be completed during normal school hours.
- 6.2.1.3** Provide an estimate of the earliest start date following the execution of a contract and estimated construction completion date.

6.2.2 Quality Assurance and Safety Plan

- 6.2.2.1** Describe Respondent's quality control program. Explain the methods used to ensure quality control during the installation phase of a project. Provide specific examples of how these techniques or procedures were used from any of the projects listed above in response to "Past Projects."
- 6.2.2.2** Describe how Respondent's quality control team will measure the quality of services performed by trade Subcontractors as required by the specifications on this Project, and how will Respondent address non-conforming work.
- 6.2.2.3** Describe the methods Respondent uses to prevent and/or resolve conflicts.
- 6.2.2.4** Describe Respondent's job site safety program for this Project and how the program is administered to ensure the safety of employees and school community members (e.g. staff, faculty, students, etc.) on the installation site.

ATTACHMENT A – CONSTRUCTION DOCUMENT PACKAGE, DISD SHOOLYARDS IN SOUTH DALLAS

For safety and security purposes, Attachment A (Construction Document Package) is not attached to this document. To request a copy of Attachment A, please contact sarai@texastrees.org. Subject line should read “Request – CDs DISD”

[Remainder of this page intentionally left blank.]

ATTACHMENT B – AGREEMENT

[Remainder of this page intentionally left blank. Attachment B – Agreement begins on the following page.]

SERVICES AGREEMENT

This Services Agreement (this "Agreement"), dated as of [DATE] (the "Effective Date"), is entered into by and between [SERVICE PROVIDER NAME], a [JURISDICTION AND TYPE OF ENTITY], with offices located at [ADDRESS] ("Service Provider"), and Texas Trees Foundation, a Texas non-profit corporation, with offices located at [ADDRESS] ("Foundation" and, together with Service Provider, the "Parties", and each a "Party").

WHEREAS, Service Provider has the capability and capacity to provide certain [DESCRIBE TYPE OF SERVICES] services (the "Services"); and

WHEREAS, Foundation desires to retain Service Provider to provide the Services to it under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Foundation agree as follows:

1. **Services.** Service Provider shall provide to Foundation the Services set forth in each statement of work issued by Foundation and accepted by Service Provider (each a "SOW"). The initial accepted SOW is attached hereto as Exhibit A. Each SOW may be amended from time to time by a written agreement of the Parties hereto (each amendment, a "Change of Order"). Additional Statements of Work shall be attached to this Agreement as subsequent exhibits and marked as Exhibit B, Exhibit C, etc., and each shall be deemed accepted and incorporated into this Agreement if signed by both Parties. All Change Orders shall be attached to this Agreement as supplements to Exhibit A and marked as Exhibit A-1, ExhibitA-2, etc., and each shall be deemed accepted and incorporated into this Agreement if signed by both Parties.

2. **Representations, Warranties, and Covenants.**¹ Service Provider represents and warrants to and covenants with Foundation as follows:

(A) Service Provider agrees to assign only qualified, experienced and legally authorized, and when and where necessary licensed, employees to provide the Services.

(B) Service Provider warrants, represents, and agrees that it shall complete the Services in a competent, timely, workmanlike, and professional manner: (1) in accordance with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances performing the same or similar Services and (2) to the reasonable satisfaction of Foundation, Service Provider further warrants and agrees that it shall use its best care, skill, and diligence in supervising, directing, and performing the Services and shall have the sole responsibility and control over the performance of the Services. Service Provider hereby acknowledges and agrees that such responsibility and control over the Services may not be assigned, delegated, or subcontracted by Service Provider, in whole or in part, without the prior written consent of Foundation, which shall be memorialized in a Change Order, but which

¹ NTD: Provisions 2(F), (G) and (H) may be able to be deleted if Service Provider is not being engaged in connection with a government funded project.

may be withheld in Foundation's sole discretion. Any assignment in violation of the foregoing will be null and void *ab initio* and be grounds for immediate termination of this Agreement.

(C) Service Provider agrees all work, labor, services, and materials to be furnished under this Agreement shall strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances, orders and directives (hereafter "Laws") now in force or hereafter shall be in effect.

(D) Service Provider possesses, and shall ensure that each authorized subcontractor possesses, all necessary licenses and permits to perform the Services and shall comply with the terms and conditions of such licenses and permits. Service Provider is solely responsible for furnishing and paying for all permits and licenses necessary to complete the Services, and legal evidence of such shall be delivered to Foundation upon request.

(E) Service Provider shall, and shall cause each authorized subcontractor to, comply with all rules, regulations, and policies of Foundation or any recipient or beneficiary of the Services, of which it has been made aware, in its rendering of the Services.

(F) Service Provider, and each authorized subcontractor, (1) does not have (and no owner, director, manager, officer, or principal of Service Provider has) a tax delinquency, meaning that it is not subject to any unpaid federal, state, or local tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability; (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any federal law within twenty-four (24) months preceding the Effective Date or the effective date of any SOW; and (3) is not excluded, debarred, or suspended from entering into covered transactions with the federal government or any state or local government, including any department or agency thereof.

(G) Service Provider shall ensure that all of its employees, contractors, or agents performing under this Agreement complete United States Citizenship and Immigration Services Form I-9 to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)) and shall comply with all applicable regulations regarding certification and retention of the completed forms.

(H) With respect to any personnel employed or engaged to perform under this Agreement, Service Provider shall not discriminate against any class of persons on any basis that would violate any federal or state Law and shall comply with all federal and state Laws and requirements concerning laborers, mechanics, and other personnel.

3. **Fees.**

(A) In consideration of the Services to be performed under this Agreement, Foundation shall pay to Service Provider pursuant to the fee schedule set forth in the related SOW or in any applicable Change Order. Unless otherwise provided in the related SOW or an applicable Change Order, the fee for Services shall be payable within forty-five (45) days of receipt by Foundation of

an invoice from Service Provider. All Service Provider expenses not provided for in the related SOW or any applicable Change Order shall be the sole responsibility of Service Provider.

(B) The fees set forth in this Agreement shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Foundation under this Agreement, and in no event shall Foundation be required to pay any additional amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4. **Indemnification.**

(A) **Service Provider Indemnification.** Service Provider shall indemnify, defend, and hold harmless Foundation and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("Foundation Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, and any claim of a third party arising out of or occurring in connection with Service Provider's or its subcontractors and agents negligence, willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement of any such matter without Foundation's or any other applicable Foundation Indemnified Party's prior written consent.

(B) **Foundation Indemnification.** Foundation shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("Service Provider Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, and any claim of a third party arising out of or occurring in connection with Foundation's or its subcontractors and agents negligence, willful misconduct, or breach of this Agreement. Foundation shall not enter into any settlement of any such matter without Service Provider's or any other applicable Service Provider Indemnified Party's prior written consent.

5. **Non-Exclusivity.** Neither this Agreement, nor any provision of any SOW or Change Order, shall in anyway create an exclusive relationship between the Parties. For the sake of clarity, nothing in this Agreement shall be construed to prevent Foundation from performing for itself or from acquiring from other providers services that are similar to or identical to the Services herein contracted for with Service Provider.

6. **Independent Contractor.**

(A) It is understood and acknowledged that Service Provider shall provide the Services to Foundation hereunder in the capacity of an independent contractor and not as an employee or agent of Foundation. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. Foundation shall have the right to inspect the work of Service Provider throughout the Term of this Agreement.

(B) Neither Party has authority to commit, act for or on behalf of the other Party, or to bind the other Party to any obligation or liability.

(C) Service Provider and its employees shall not be eligible for and shall not receive any employee benefits from Foundation and Service Provider shall be solely responsible for payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees paid to Service Provider hereunder this Agreement.

7. **Term, Termination.**

(A) This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under each active SOW and all applicable Change Orders unless sooner terminated (the "Term").

(B) Foundation, in its sole discretion, by providing at least thirty (30) days' prior written notice to Service Provider, may terminate this Agreement or any Statement of Work or any Change Order, in whole or in part, at any time without cause, and without liability except for required payment for Services rendered and reimbursement for authorized expenses incurred according to this Agreement prior to the termination date.

(C) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

1. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days of receipt of written notice of such breach.
2. Becomes insolvent or admits that it is unable to perform the Services.
3. Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
4. Is dissolved, liquidated, or takes any corporate action for such purpose.
5. Makes a general assignment for the benefit of creditors.
6. Has a receiver, trustee, custodian, similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its business.

(D) Upon expiration or termination of this Agreement:

1. All outstanding SOWs and Changes Orders shall also terminate.
2. Service Provider shall promptly return all property of Foundation, as applicable, and submit, no later than thirty (30) days after the termination date, a final invoice to Foundation for payment of Services rendered and reimbursement for authorized expenses incurred according to this Agreement prior to the termination date.

3. Foundation shall pay all outstanding balances owed to Service Provider according to this Agreement.

8. **Choice of Law, Jurisdiction, and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. The Parties hereby irrevocably consent to the exclusive jurisdiction of the courts located in the State of Texas and any dispute concerning this Agreement or the Services shall be brought in the state or federal courts located in Dallas County, Texas.

9. **Insurance.** Service Provider shall purchase insurance from an insurance company or companies rated A- or better by A.M. Best Companies lawfully authorized to do business in the State of Texas that must remain valid during the entire Term of this Agreement. The minimum requirements for insurance required under this Agreement are set forth in Attachment 1. Such insurance must protect Foundation from claims which may arise out of or result from the performance of the Services and for which Service Provider may be legally liable, whether such operations be by Service Provider or Service Providers' subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10. **Miscellaneous.**

(A) **Severability:** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

(B) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and supersedes any prior understanding or agreement between them with respect to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the Parties executed with or after this Agreement.

(C) **Amendments.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

(D) **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(E) **Assignment.** Service Provider shall not assign this agreement without prior written consent of Foundation. Any purported assignment or delegation in violation of this Section shall be null and void. Foundation may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.

(F) Force Majeure. Neither Party will be liable for any failure to perform its obligations hereunder due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, earthquake, strikes, radiation, failure of communications or electrical lines, facilities, fuel, energy, or global pandemic.

(G) Notice. Any notice given under this Agreement shall be in writing. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight delivery service. All notice shall be effective when first received at the addresses below:

If intended for Foundation, to:

Texas Trees Foundation
Attn: [Title]
[Address]
[Address]

If intended for Service Provider, to:

[Company]
Attn: [Title]
[Address]
[Address]

(H) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(I) Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

I. Special Provisions applying to Federal Contracts

(A) Davis Bacon Act. Subcontractor shall ensure that Davis-Bacon wage rates are applied for all laborers and mechanics employed in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act"). The subcontractor shall also ensure that they are in compliance with the Copeland "Anti-Kickback" Act. This applies to any contract which is subject to Federal wage standards, and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. It is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction.

(B) Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment

- of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (C) Clean Air Act and the Federal Water Pollution Control Act. Subcontractor shall ensure that they follow the Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (D) Debarment and Suspension. In accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." A contract award (see [2 CFR 180.220](#)) will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM).
- (E) Drug-Free Workplace. Subcontractor shall maintain a "drug-free" workplace for any employees or subcontractors performing under this Agreement, including by (1) establishing policies prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, (2) publishing the actions to be taken for any violation of such policies, and (3) notifying Foundation if Subcontractor or any such agent of Subcontractor is convicted for violating a criminal drug statute within five days thereof.
- (F) Whistleblower Protection. Subcontractor shall inform any of its employees, contractors, or agents performing under this Agreement that they are subject to certain whistleblower rights and remedies as prescribed by Federal or State law, including without limitation 41 U.S.C. s4712m, which notice shall be made in the predominant native language of the workforce.

- (G) Texting and Driving. Subcontractor is encouraged to adopt and enforce policies that ban text messaging by its agents when driving or when performing any work pursuant to this Agreement or any SOW.
- (H) Payment and Performance Bonds. The Contractor shall furnish a performance bond for the protection of Texas Trees Foundation in an amount equal to _____ percent of the original contract price and a payment bond in an amount equal to _____ percent of the original contract price. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within _____ days, but in any event, before starting work. Texas Trees Foundation may require additional performance and payment bond protection if the contract price is increased. Texas Trees Foundation may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch.

Remainder of this page intentionally left blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Services Agreement to be executed by their respective duly authorized representatives and is deemed to be effective on the Effective Date.

FOUNDATION:

Texas Trees Foundation

By: _____

Name: _____

Title: _____

SERVICE PROVIDER:

By: _____

Name: _____

Title: _____

EXHIBIT A²

Initials:

Foundation: _____ ; Service Provider : _____

² NTD: Service Provider shall submit an SOW for each project under this Services Agreement and the Parties shall negotiate the terms thereof. Each Statement of Work or Change Order shall contain, at a minimum, the Scope of Services, the location(s) where the Services are to be performed, the deliverables, the expected commencement and completion dates, and the payment amount and terms. Each Statement of Work or Change Order must be approved by the signature of both Parties.

Attachment 1

Insurance Requirements³

Subject to Service Provider's right to maintain reasonable deductibles, Service Provider shall obtain and maintain in full force and effect for the duration of the Term, at Service Provider's sole expense, insurance coverage in the following type(s) and amounts:

1. Commercial General Liability Insurance. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Consultants and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence, \$2,000,000.00 products/completed operations aggregate, \$2,000,000.00 general aggregate. The policy shall include:
 - (A) An endorsement naming Foundation and its officers and employees as additional insureds.
 - (B) An endorsement to waive subrogation in favor of Foundation, its officers and employees, for bodily injury (including death), property damage or other loss.
 - (C) An endorsement to provide thirty (30) days prior written notice to Foundation in the event of cancellation.
 - (D) Provide that Service Provider's insurance is primary insurance with respect to Foundation and its officers and employees.
2. Professional Liability Insurance. If Service Provider is a licensed or certified person who renders professional services, then Professional Liability Insurance to provide coverage against any claim which the Service Provider becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The policy shall include:
 - (A) An endorsement to provide thirty (30) days prior written notice to Foundation in the event of cancellation.
 - (B) Provide that Service Provider's insurance is primary insurance with respect to Foundation and its officers and employees.
3. Subcontracting Liability. Without limiting any of the other obligations or liabilities of Service Provider, Service Provider shall require each subcontractor performing work under this Agreement, at the subcontractor's own expense, to maintain during the engagement with Foundation, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The subcontractor's liability insurance shall name Service Provider as an

³ NTD: This exhibit and the insurance requirements shall be modified upon negotiation of the Parties.

additional insured. Service Provider shall obtain and monitor the certificates of insurance for the Term of this Agreement and shall have the responsibility of enforcing insurance requirements among its subcontractors.

Initials:
Foundation: _____ ; Service Provider: _____