

Primary Responses

Success: All data is valid!

							Numeric	
Status	Bid/No Bid Decision	#	Item	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	45 Gallon Tree - Live Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-2	30 Gallon Tree - Live Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-3	15 Gallon Tree - Live Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-4	Tree Sapling - Live Oak	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-5	45 Gallon Tree - Chinquapin Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-6	30 Gallon Tree - Chinquapin Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-7	15 Gallon Tree - Chinquapin Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-8	Tree Sapling - Chinquapin Oak	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-9	45 Gallon Tree - Monterey Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-10	30 Gallon Tree - Monterey Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-11	15 Gallon Tree - Monterey Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-12	Tree Sapling - Monterey Oak	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-13	45 Gallon Tree - Cedar Elm	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-14	30 Gallon Tree - Cedar Elm	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-15	15 Gallon Tree - Cedar Elm	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-16	Tree Sapling - Cedar Elm	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-17	45 Gallon Tree - Bald Cypress	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-18	30 Gallon Tree - Bald Cypress	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-19	15 Gallon Tree - Bald Cypress	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-20	Tree Sapling - Bald Cypress	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-21	45 Gallon Tree - Texas/Eastern Red Bud	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-22	30 Gallon Tree - Texas/Eastern Red Bud	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00

Success: All values provided	Bid	#0-23	15 Gallon Tree - Texas/Eastern Red Bud	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-24	45 Gallon Tree - Mexican Plum	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 600.00	\$ 12,000.00
Success: All values provided	Bid	#0-25	30 Gallon Tree - Mexican Plum	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-26	15 Gallon Tree - Mexican Plum	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-27	45 Gallon Tree - Mexican Sycamore	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-28	30 Gallon Tree - Mexican Sycamore	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-29	15 Gallon Tree - Mexican Sycamore	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-30	Tree Sapling - Mexican Sycamore	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-31	45 Gallon Tree - Shumard Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-32	30 Gallon Tree - Shumard Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-33	15 Gallon Tree - Shumard Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-34	Tree Sapling - Shumard Oak	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-35	45 Gallon Tree - Bur Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-36	30 Gallon Tree - Bur Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-37	15 Gallon Tree - Bur Oak	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-38	Tree Sapling - Bur Oak	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-39	45 Gallon Tree - Eastern Red Cedar	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-40	30 Gallon Tree - Eastern Red Cedar	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-41	15 Gallon Tree - Eastern Red Cedar	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-43	45 Gallon Tree - American Elm	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-44	30 Gallon Tree - American Elm	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-45	15 Gallon Tree - American Elm	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-46	Tree Sapling - American Elm	-	100	Each	\$ 30.00	\$ 3,000.00

Success: All values provided	Bid	#0-47	45 Gallon Tree - Caddo Maple	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 650.00	\$ 13,000.00
Success: All values provided	Bid	#0-48	30 Gallon Tree - Caddo Maple	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 400.00	\$ 20,000.00
Success: All values provided	Bid	#0-49	15 Gallon Tree - Caddo Maple	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 250.00	\$ 5,000.00
Success: All values provided	Bid	#0-51	45 Gallon Tree - Pecan	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 600.00	\$ 12,000.00
Success: All values provided	Bid	#0-52	30 Gallon Tree - Pecan	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-53	15 Gallon Tree - Pecan	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-54	Tree Saplings - Pecan	-	100	Each	\$ 30.00	\$ 3,000.00
Success: All values provided	Bid	#0-55	45 Gallon Tree - TX Ash	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 550.00	\$ 11,000.00
Success: All values provided	Bid	#0-56	30 Gallon Tree - TX Ash	Includes installing, stabilizing, initial watering, and 1 year warranty.	50	Each	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-57	15 Gallon Tree - TX Ash	Includes installing, stabilizing, initial watering, and 1 year warranty.	20	Each	\$ 200.00	\$ 4,000.00
Success: All values provided	Bid	#0-58	Tree Saplings - TX Ash	-	100	Each	\$ 30.00	\$ 3,000.00
Basket Total	\$ 493,000.00							
Grand Total	\$ 493,000.00							

**CITY OF LEWISVILLE
PURCHASING DIVISION**

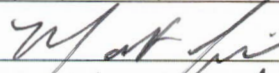
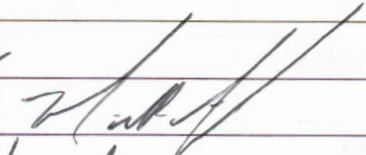
STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Garland, TX
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? ☐ YES ☐ NO
 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	Texas Trpp Surgeons		
Address:	196 South International Road		
City, State, Zip:	Garland, TX 75042		
Phone:	972-633-5462		
Email:	matt@texas trpp surgeons.com		
Bidder (Print Name):	Matt Grubisich		
Bidder Signature:			
Job Title:	Consulting Manager		
Signature of company official authorizing this bid:			
Company Official (Print name):	Matt Grubisich		
Job Title:	Consulting Manager		

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than its actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.
6. **ADDITIONAL SERVICES:** The City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Solicitation and Contractor's Submission or make changes by altering, adding to or deducting from said Services. No such extra work may be undertaken unless written order is first given by the City to the Contractor, incorporating therein any adjustment in the time to perform the Agreement, which said adjustment is subject to the written approval of the Contractor. It is expressly understood by the Contractor that the provisions of this section shall not apply to Services specifically set forth in the Solicitation, and Contractor's Submission or reasonably contemplated therein.

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Texas Tree Surgeons
Contractor Name

[Signature]
Authorized Signature

9-05-2025
Date

(Please print or type)

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

CITY OF LEWISVILLE
PURCHASING DIVISION

EXCEPTIONS

Bid # 25-116-A

On the lines below, please list any exceptions taken to this bid invitation

ITEM #	DESCRIPTION
	No Exceptions

Signature: [Signature]

Company: TPAS TRPP Surgeons

Date: 9/5/2025

No exceptions taken to this bid invitation.

Signature: [Signature]

Company: TPAS TRPP Surgeons

Date: 9/5/2025

VENDOR SUPPLEMENTAL INFORMATION

- c. ☐ **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____
- d. ☐ **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- e. ☒ **Limited Liability Company**
- i. Legal name of Limited Liability Company: Tree Surgeons LLC
- ii. Physical business address 196 South International
- City Garland State TX Zip 75042
- f. ☐ **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? ☐ No ☒ Yes

7. a. Are you a publicly traded business? ☒ No ☐ Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? ☒ No ☐ Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? ☐ No ☒ Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: Mat Grubisich Date: 9-05-2025

Print Name: Mat Grubisich Print Title: Consulting Manager

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? Texas

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Matt Grubisich Title Consulting Manager
Email Address matt@texasfreedivings.com Telephone No. 469-649-2683
Mailing Address 196 S International City Garland State TX Zip 75042

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name Same as above Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name Same as above Title _____
Email Address _____ Telephone No. _____
*Physical Business Address _____ City _____ State _____ Zip _____

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

a. ☐ **Sole Proprietorship**
i. Legal name of Sole Proprietor: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

b. ☐ **General Partnership**
i. Legal name of Partnership: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

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EXHIBIT A
VENDOR REFERENCES

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers local customers of similar size and scope of work to this bid. **THIS FORM MUST BE RETURNED WITH YOUR BID.** Attach additional sheets as needed.

REFERENCE ONE:

Government/Company Name: City of Garland
Address: 325 Tower St. Garland, TX 75040
Contact Name and Title: Casey Allison - Manager
Contact Phone: 972-205-3589 Contact Email: callison@garlandtx.gov
Contract Period: 2024-2025 Contract Amount: \$1250,000.00

REFERENCE TWO:

Government/Company Name: Restland Cemetery
Address: 13005 Greenville Ave
Contact Name and Title: _____
Contact Phone: 214-793-9760 Contact Email: bthomps33@yahoo.com
Contract Period: on-going Contract Amount: \$70,000.00 +

REFERENCE THREE:

Government/Company Name: City of Murphy
Address: 206 N Murphy Rd
Contact Name and Title: Lody Clark
Contact Phone: 903-413-7195 Contact Email: ccclark2@murphytx.gov
Contract Period: on-going Contract Amount: \$30,000.00 +

FRANCHISE TAX ACCOUNT STATUS

This record as of September 5, 2025 at 09:55:50

TREE SURGEONS LLC

Texas	32042784051
Taxpayer Number:	
Mailing Address:	196 S INTERNATIONAL RD GARLAND, TX 75042 - 6532
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	10/07/2010
Texas SOS File Number:	0801327817
Registered Agent Name:	AMY LANGBEIN HEATH
Registered Office Street Address:	196 S INTERNATIONAL RD GARLAND, TX 75042

Title	Name and Address
DIRECTOR	AMY L HEATH 6909 BOB O LINK DR DALLAS, TX 75214
PRESIDENT	AMY L HEATH 6909 BOB O LINK DR DALLAS, TX 75214

VENDOR SUPPLEMENTAL INFORMATION

- c. ☐ **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____
- d. ☐ **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- e. ☒ **Limited Liability Company**
- i. Legal name of Limited Liability Company: Tree Surgeons LLC
- ii. Physical business address 196 South International
- City Garland State TX Zip 75042
- f. ☐ **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? ☐ No ☒ Yes

7. a. Are you a publicly traded business? ☒ No ☐ Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? ☒ No ☐ Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? ☐ No ☒ Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: Mat Grubisich Date: 9-05-2025

Print Name: Mat Grubisich Print Title: Consulting Manager

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? Texas

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Matt Grubisich Title Consulting Manager
Email Address matt@texasfreeparasitology.com Telephone No. 469-649-2683
Mailing Address 196 S International City Garland State TX Zip 75042

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name Same as above Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

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Name Same as above Title _____
Email Address _____ Telephone No. _____
*Physical Business Address _____ City _____ State _____ Zip _____

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

a. ☐ **Sole Proprietorship**
i. Legal name of Sole Proprietor: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

b. ☐ **General Partnership**
i. Legal name of Partnership: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

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EXHIBIT A

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine "Big Moves" to guide the community's efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville's ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division's goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption	+		Trees planted around homes can reduce energy use by 15-17%
Reduce toxicity, including emissions	+		Trees reduce CO2 and other toxic emissions
Reduce waste		X	
Contain recyclable materials		X	
Reduce water consumption		X	
List other environmental impacts			Trees enhance the social, environmental, and economic well-being of people and communities.

Attach supporting documentation if needed