



RFP #3045

Subject: Tree Maintenance Services

Due: December 20, 2024, at 2:00 PM Central Time

City of Stephenville
298 W. Washington St.
Stephenville, TX 76401

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1. BIDDER’S CHECKLIST

- Provided Pricing structure if applicable.
- Demonstration of Experience form filled in.
- List of Machinery and Equipment form filled in, if applicable.
- Vendor Profile form filled in.
- Proposal Response Form ****IMPORTANT** Failure to sign and return this form will result in immediate disqualification.**
- References provided.
- Deviation or Compliance form filled in.
- Release and Indemnification form filled and signed.
- Non-Collusion Acknowledgement form filled and signed.
- Suspension or Debarment Certificate filled and signed.
- Cooperative Purchasing form filled and signed.
- Access latest Conflict of Interest Questionnaire [here](#). Please fill out and return with submission. If no conflicts exist, write N/A on the “Name of Officer” line.
- Access latest W-9 form [here](#). Please fill out, and return with your submission.

Important Notes:

Question deadline is **December 20, 2024** at 2:00 PM. Any questions submitted after this time will not be answered.

Questions should be submitted in writing via email to purchasing@stephenvilletx.gov.

Proposals shall be addressed to:

Rebecca Crosson
Purchasing Manager
298 W. Washington St.
Stephenville, TX 76401

Persons signing subsequent sections of the Proposal shall have the authority to sign the Proposal on Bidder’s behalf and shall be an officer or person authorized to bind the entity they represent to this Proposal.

If the City’s desired pricing format is NOT included in section 5 of this RFP, vendor may submit their own pricing page in addition to signing Section 5 of our RFP.

This is a Request for Proposal		
Date Issued: December 5, 2024		
Subject: Tree Maintenance Services		RFP. No.: 3045
Due Date: December 20, 2024	Time Due: 2:00 PM Central Time	Tentative Award Date: January 7, 2025

2. STANDARD TERMS AND CONDITIONS

- 2.1 General Description of Work – The City of Stephenville is soliciting proposals for Tree Maintenance Services.
- 2.2 This Request for Proposal (“RFP”) shall be on file in the City of Stephenville Purchasing Department, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Bidders”) from the date issued until the due date and time.
- 2.3 All general information questions should be directly emailed purchasing@stephenvilletx.gov.
- 2.4 **Bidders are expected to examine all documents that make up this RFP. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals. READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**
- 2.5 All responses to this RFP shall be submitted on the attached response forms. Proposals must be received by the City of Stephenville Purchasing Department at or before December 20, 2024 at 2:00 PM Central Time. Each Proposal shall be submitted sealed and plainly marked with:

**The Name and Address of the Bidder
Tree Maintenance Services
RFP # 3045**

FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.

- 2.6 During the pendency of this RFP, Bidder shall not contact any City staff except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to purchasing@stephenvilletx.gov by December 20, 2024 at 2:00 PM Central Time. Please reference the above-designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of the Proposal. No phone calls related to this RFP will be accepted.
- 2.7 All information required of the Bidder, unless otherwise specified, must be completed on the forms provided by the City. Failure to sign the Proposal Response Form will disqualify Bidder. Persons signing the Proposal shall have the authority to sign the Proposal on Bidder’s behalf and shall be an officer or person authorized to bind the entity they represent to this Proposal.
- 2.8 Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.
- 2.9 Proposals will be opened on **December 20, 2024** at 2:00 PM Central CT at the City of Stephenville Purchasing Department. Proposals cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Bidder or Bidder’s agent. No Proposal may be withdrawn after the date and time of opening without approval of the Purchasing Manager.
- 2.10 The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
- 2.11 The City reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.
- 2.12 The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.

- 2.13** In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the City will apply. An opened Proposal may not be changed to correct any error by the Bidder or Bidder's agent.
- 2.14** It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Bidder with the Proposal that is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this Request for Proposals.
- 2.15** If, at any time, the successful Bidder fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:
- 2.15.1** Purchase Tree Maintenance Services on the open market and charge Bidder the difference between its contract price and new contractor's price;
 - 2.15.2** Deduct charges from the successful Bidder the difference between its contract price and new contractor's price;
 - 2.15.3** Terminate any awarded contract without penalty on the City, by furnishing written notice of termination to Bidder, and select another Bidder and award a contract to its Bidder pursuant to the terms thereof.
- 2.16** At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause without penalty, and pay for the authorized services provided to the date of termination.
- 2.17** If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Bidder or Bidder's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Bidder will be disqualified from consideration and/or the awarded contract will be terminated.
- 2.18** All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
- 2.19** All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 2.20** Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be in the City's sole discretion.
- 2.21** Any contract awarded pursuant to this RFP is only assignable, upon written consent of both parties, which consent shall not be unreasonably withheld.
- 2.22** The City is tax exempt under [Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309](#), as amended.
- 2.23** Invoices for partial payment must be approved in advance by the Purchasing Manager.
- 2.24** Bidder shall include a Material Safety Data Sheet (MSDS), if applicable.
- 2.25** Undisputed payments will be submitted to Bidder within thirty (30) days from receipt of original invoice. Invoices submitted more than twelve (12) months after service is provided or goods received will not be paid.
- 2.26** Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code, if applicable. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Bidder.
- 2.27** Trade secrets and confidential information contained in a proposal are subject to the Texas Public Information Act. Pricing is not confidential information. Bidders who include information in a Proposal that is legally

protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it “Trade Secret” or “Confidential” at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Bidder shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General Open Records Division
P.O. Box 12548
Austin, TX 78711
Fax 512-463-2092

- 2.28** The obligations of the parties under a contract awarded through this RFP are primarily performable in Erath County, Texas. Exclusive venue shall be Erath County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 2.29** The City may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City from the successful Bidder, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.
- 2.30** No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Bidder(s) or personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company.
- 2.31** The awarded contract is subject to the appropriation of funds by the City Council in the City’s budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.
- 2.32** TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL: Bidder verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section [808.001/2270.001](#), as amended. By signing a Proposal, the Bidder certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
- 2.33** TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES: Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add [Chapter 2274](#) which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.
- 2.34** TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES: Senate Bill 13, effective September 1, 2022, amended Subtitle A, Title 8 of the Texas Government Code to add [Section 809](#) which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing a Proposal, the Bidder certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

3. SPECIAL CONDITIONS

3.1 Insurance

The successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

a. Workers' Compensation and Employer's Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

b. Commercial General Liability:

- i. Bodily Injury and Property Damage
General Aggregate Limit: \$1,000,000
- ii. Personal and Advertising Injury Limit: \$500,000
- iii. Each Occurrence Limit: \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

c. Commercial Automobile Liability Limits:

- i. Bodily Injury and Property Damage
General Aggregate Limit: \$1,000,000
- ii. Medical Payments: \$5,000 Per Person
- iii. Uninsured/Underinsured Motorist: \$100,000

Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Stephenville at 298 W. Washington St, Stephenville Texas 76401.

3.2 Damage Provision

If in performance pursuant to an awarded contract, successful Bidder, or Bidder's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, Bidder shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to successful Bidder an invoice stating the actual cost of repairing or replacing the damaged property. Successful Bidder shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Bidder refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Bidder for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Bidder, or Bidder's employee, affiliate, representative, partner, subcontractor, or agent.

3.3 Proposal Terms

By signing and submitting a Proposal, Bidder agrees:

- a. To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
- b. That orders will be delivered, “F.O.B. Destination, Inside Delivery” within the time specified in the Proposal after receipt of order in-person, or by mail.
- c. To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this RFP.
- d. That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail to purchasing@stephenvilletx.gov or via mail, courier, or personal delivery to:

City of Stephenville
Attn: Purchasing Department
298 W. Washington St.
Stephenville, Texas 76401

- e. Invoices shall exclude Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate.
- f. The City shall notify the successful Bidder of any contested invoice(s) in writing, and the City and successful Bidder shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Bidder’s receipt of said notice of dispute.
- g. The term of contract shall be for one (1) year, beginning on the date of execution of the contract, and shall automatically renew for up to four (4) additional one (1) year periods.

3.4 Evaluation Criteria

Proposal responses will be graded on the following criteria:

- Experience – 20%
- City of Stephenville’s evaluation of vendor’s ability to perform – 30%
- Price – 50%

3.5 Performance and Payment Bonds

[Texas Local Government Code Chapter 252](#), as amended, provides that for any contract for the construction of public works, a Bidder must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with [Texas Government Code Ch. 2253](#), as amended, by a surety company authorized to do business in the state.

Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the public works construction contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the City prior to being recommended for award of the Contract. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder’s unit proposal price.

If the public works contract is less than \$100,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City.

3.6 Limit Award

The City’s intent is to award a contract for all work described in the Request for Proposals to one Bidder. The City reserves the right to award multiple contracts for portions of this work to others, based on the proposals submitted, if it is in the best interest of the City of Stephenville. Alternatively, the City may, at its option, award by line item as opposed to awarding the entire proposal to the same vendor.

4. SCOPE OF WORK

4.1 Purpose

The City of Stephenville is soliciting proposals from qualified service providers (Bidders) to establish an Agreement for tree trimming and tree removal services for the City's street rights of way (ROW), the City's parks, and other designated locations. The Agreement will be used by any City division or department for any tree trimming or tree removal purpose. Each work order will be paid on a time basis (per day per crew) or volumetric basis (per cubic yard) at the City's discretion.

4.2 Work Objectives

Work performed under the Agreement will have three (3) broad objectives:

- a. Provide for the safety of people and property.
- b. Preserve trees and maintain them in a healthy and vigorous condition.
- c. Maintain the efficient operation of City property.

4.3 Applicable Standards and Regulations

- a. All work shall be done in a thorough and professional manner in accordance with the Agreement documents, specifications, and acknowledged industry standards, including but not limited to:
 - ANSI A300 or the most current revision of "Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)"
 - ANSI Z133.1 or the most current revision of, "Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements"
 - Texas Nursery and Landscape Association (TNLA) *Texas Certified Landscape Professional Manual*
- b. The City reserves the right to amend the Contract to add, remove, or change these standards to comply with federal, state, and local statutes new industry best-practices, or any reason the City deems necessary.
- c. Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.
- d. The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the Agreement. Such specifications and standards are not furnished to Bidders, since Bidders are required to be familiar with these requirements. The City shall furnish upon request information as to how copies of the specifications and standards referred to may be obtained.

4.4 Bidder's Qualifications

- a. In order to be considered for Contract award, the Bidder must be able to demonstrate that they currently provide or have provided Tree Trimming & Removal Services that are similar in size and scope to the services specified in this RFP. The Bidder must have **five (5)** references documenting previously performed Tree Trimming & Removal Services. References shall be provided on a separate reference sheet. References provided shall be current and not from an immediate family member of Bidder, any employee of Bidder, or any employee of the City. The City will be the sole judge as to whether the services performed for the references are similar to the scope of services contained herein, and whether the Bidder is capable of performing such services.
- b. The Contractor shall have been regularly engaged in providing the services stated in this Scope of Work for a minimum of three (3) consecutive years within the last five (5) years.
- c. Prior to award of a Contract, the City of Stephenville reserves the right to inspect the Bidder's current

place of business to evaluate equipment condition, capabilities, staff experience, training, and storage capabilities as they relate to the performance of this Contract.

- d. The Bidder shall employ an Urban Forester who holds a degree, and/or an International Society of Arboriculture (ISA) certified arborist with who has at least five (5) years' experience to oversee tree work. The Bidder shall include with their RFP response copies of all certifications, degrees, or any other requested documentation that provide evidence of their Urban Forester and/or arborist's experience and certifications. Failure to provide the requested documentation may result in disqualification of Bidder's proposal. All certifications and degrees shall be current at the time of Contract award and shall remain current and up to date throughout the life of the Contract.

Reference the International Society of Arboriculture for an explanation of credentials: <https://www.isa-arbor.com/certification/benefits/certBOD>

- e. Minimum Resource Requirements:

The City will require acceptable evidence of the prospective Bidder's ability to obtain required resources. This shall be a commitment or explicit arrangement in existence at the time of a site-visit by the City of the Bidder's facility, to rent, purchase, or otherwise acquire the needed equipment, personnel, or other resources to adequately perform the Scope of Work, including but not limited to:

- Dump Trucks or Chipper Box Trucks meeting the following specifications:
 - Minimum twelve (12) cubic-yard capacity
 - Minimum of one (1) dump truck or chipper box truck per crew
 - Minimum one (1) 12-inch or larger commercial size woodchipper per crew
- Chainsaws meeting the following specifications:
 - Minimum one (1) limb saw per crew
 - Minimum two (2) chainsaws with a minimum 20-inch bar per crew
- Crew meeting the following specifications:
 - Minimum of three (3) people per on-site crew
 - Minimum of one (1) English speaking/writing site manager or general foreman who is able to receive and communicate to the crew instructions and information relevant to the work order.

Attach a list of the equipment Bidder has which meets the Minimum Resource Requirement described herein.

4.5 Standard of Performance for the Successful Bidder (the "Contractor")

- a. The Contractor shall furnish all labor, tools, safety equipment, supervision, transportation, mulch and/or tree limb disposal, insurance, and all other ancillary items/services necessary to complete the following project in strict accordance with the provisions of the Contract. The work shall be performed at the locations specified in each work order. The Contractor shall coordinate their performance of the services with the City.
- b. The Contractor's performance shall be in accordance with the most current standards as stated in this solicitation, as well as any other current standard prevailing in the tree removal industry. The Contractor shall be required to perform and complete the Tree Trimming and Removal services described in the Contract in a thorough, professional, and safe manner. All tools, equipment, machinery, supplies, and other items considered primary, secondary, or incidental to the performance of services under the Contract shall be included in the proposed prices. The Contractor shall employ individuals skilled in their respective trades. Any person the City may deem incompetent or disorderly must be promptly removed by the Contractor and not allowed to work on a City project.

4.6 Assignment of Work

- a.** The Contractor shall be notified of a work order by email. The Contractor shall confirm via email receipt of the work order within one (1) business day of notification being sent. The services described on the work order shall be completed within the time period specified in the work order and agreed upon by both the City and the Contractor.
- b.** Tasks to be completed on a work order may include, but will not be limited to: tree trimming; tree removal; sod replacement or installation; backfilling top soil; debris removal and disposal; on-site chipping; safety controls; pest control; and inclement weather tree debris cleanup and disposal.
- c.** If there is inclement weather or extenuating circumstances during the work period, the City may extend the time period in which the work is to be completed. All extensions shall be in writing and signed by the City.
- d.** If, during the course of services, the Contractor finds that any work order cannot be completed, the Contractor must notify the City with an explanation of the why the work cannot be completed within 24 hours.
- e.** All work performed under this Contract shall be for locations within the city limits of Stephenville or outside the City if the property is City-owned or the City has an easement. The Contractor shall not perform any other work under the Contract that is off of City property. It is the Contractor's responsibility to confirm the address/location with the City and to ensure employees assigned to the work order perform the work at the correct address/location. In the event that the Contractor believes an address/location given by the City is located off of City property, the Contractor shall notify the City immediately. The City will reconfirm the address/location of the work order. If the address/location is on City property, the City will reissue the work order and the Contractor shall confirm receipt of the reissued work order via email within one (1) business day of notification being sent. The Contractor shall then complete the services described in the reissued work order within the time period specified in the reissued work order and agreed upon by both the City and the Contractor.

4.7 Performance of Work

- a.** The Contractor shall only work Monday- Friday between the hours of 8:00 a.m. and 5:00 p.m. and shall follow the City of Stephenville's holiday schedule unless prior approval is obtained in writing from the City. The Contractor shall confirm the work order location(s) with the City between the hours of 8:00 a.m. and 9:00 a.m. at the beginning of each work week via email.
- b.** Work shall be performed on City property and easements, which may include street and utility rights of way, alleys, esplanades, parkways, and other City properties. Private property shall not be entered unless a signed waiver has been obtained by the City from a property owner to allow access to make a proper cut back to a main branch or trunk.
- c.** The Contractor shall provide the City with the name and cellular phone number of the General Foreman or other appropriate Single Point of Contact (SPOC). The General Foreman or SPOC shall be on-call during the hours of operation. The General Foreman or SPOC shall be able to speak, read, and write English.
- d.** When requested by the City, the Contractor shall supply proof, if any, of pesticide/herbicide application certification(s) for any direct employees.
- e.** The Contractor shall not perform work of any kind if there is a reasonable possibility of limbs or debris damaging vehicles, private property, or public property or causing injury or death to bystanders or workers. The Contractor shall be held liable for all damage to vehicles, private property, or public property and injuries or death to bystanders or workers caused by falling debris during the execution of a work order. The Contractor shall maintain Insurance Liability coverage.
- f.** Any vehicle which may interfere with the work shall be moved by the owner of the vehicle. If a vehicle

- impedes the start of work, the Contractor shall attempt to notify the owner of the vehicle no less than three (3) documented times over a three (3) day period (once per day). If the owner cannot be notified, the Contractor must notify the City of the failed notification attempts. The City will then proceed with notifying the owner of the vehicle. After notifying the owner, the City will reissue the work order and the Contractor shall confirm receipt of the reissued work order via email within one (1) business day of notification being sent. The Contractor shall then complete the services described in the reissued work order within the time period specified in the reissued work order and agreed upon by both the City and the Contractor.
- g.** All damages to vehicles and property of any kind and injuries to persons, shall be reported to the City within four (4) hours of the occurrence.
 - h.** The Contractor agrees that while performing work within the City right of way and easements, it shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar with and comply with all applicable OSHA requirements that pertain to the job function.
 - i.** If a tree which is to be removed overhangs onto private property, the Contractor shall notify the owner of the property in writing at least three (3) days prior to the tree's removal. The written notifications shall include a statement that there should be no activity under and immediately around the tree until it is removed and cleanup has been completed, the reason the tree must be removed, the anticipated removal date(s) and time(s), and any other information pertinent to the tree removal. The Contractor shall attempt to notify the property owner no less than three (3) documented times over a three (3) day period (once per day). If the property owner cannot be notified, the Contractor must notify the City of the failed notification attempts. The City will then proceed with notifying the owner of the private property. After notifying the owner, the City will reissue the work order and the Contractor shall confirm receipt of the reissued work order within 24 hours of notification being sent. Confirmation shall be via email. The Contractor then has five (5) working days to begin services as described in the reissued work order.
 - j.** The Contractor shall obtain all necessary permits and shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work order. All forms of traffic control must be compliant with the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*. The City may determine that work orders resulting from an emergency, as defined by the City, may be performed without permits. Under no circumstances shall the Contractor assume permits are not required. The City shall notify the Contractor in writing, by work order, when an emergency has been declared by the City and permits are not required. The Contractor shall have a certified traffic control person available at all times during any work which requires a permit/placement of traffic control devices within the right-of-way. The [City's Traffic Code](#) should be used in all areas that apply.
 - k.** No compensation will be made to the Contractor for work and materials involved in maintaining barricades, signs, pavement markings, warning devices and lights, nor for providing any other incidental items necessary for traffic control which employs the use of the City's Traffic Code. However, for non-standard traffic control where a signed and sealed Traffic Control Plan is deemed required by the City, the Contractor shall utilize a State of Texas licensed professional Engineer to prepare a signed and sealed Traffic Control Plan, approved by the Director of Public Works, prior to commencing work. Copies of invoices and payment supporting actual costs are required to be submitted by the Contractor. The City will not provide compensation without submission of invoices and payment supporting actual cost.
 - l.** Prior to commencing work, or in the case of a changing work site condition, the Contractor shall immediately report to the City in writing by email any adverse conditions that will affect the performance of the Contractor in execution of the work order.
 - m.** All vehicles and equipment belonging to the Contractor, its employees, and its subcontractors, shall have identification with the company's name and phone number, along with the company's insignia, so that the operator's identity may be verified. The sign must be no smaller than 12 inches tall by 12 inches wide, placed on the driver and passenger side doors.

- n. The Contractor shall remove barriers, signs, and other Contractor material and equipment from the project site at the completion of the work order.
- o. The Contractor shall furnish and ensure that all persons, including subcontractors, employees, and supervisors, wear uniforms or clothing indicating the company name and/or logo and the staff member's name. The company logo and/or company name shall be worn by the employee in a clearly visible location.
- p. The Contractor shall ensure that workers have completed all applicable OSHA specification or other training needed to perform their job assignment. Training topics applicable to the scope of the current project may include, but are not limited to, scaffold, fall protection, cranes, excavation, electrical safety, tools, concrete and masonry construction, steel erection, operation of motor vehicles, and mechanized equipment.
- q. Inspections may be made periodically by the City during and following assignments to monitor performance.
- r. Under no circumstances, while performing work for the City, shall the Contractor or an employee thereof solicit work from other clients or perform work for other clients. Employees observed doing so will not be permitted to continue working on work orders issued under this contract. If the Contractor is observed engaging in such activities, the contract is subject to immediate termination.

4.8 Tree Removal Specifications

- a. All tree removals must comply with the specifications listed in the most current revision of the City of Stephenville Code. The Contractor shall have copies of valid documentation and/or permits at the job site when performing work on protected or heritage trees.
- b. Specific areas/locations will be given to the Contractor of trees for trimming or removal. If the physical location is not available, the tree(s) to be removed will be plainly marked by the City with a predetermined color of paint. The City and the Contractor shall agree upon the color of paint in advance of the work order being issued. The City shall notate the color of paint on the work order.
- c. In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is under control at all times.
- d. Under no circumstances shall the Contractor perform work near high voltage transmission or distribution lines. If the Contractor is performing work within 15 feet of high-voltage transmission or distribution lines, all work shall cease and the Contractor must notify the City immediately. The Contractor shall not resume work without written authorization from the City. After all limbs have been removed which might contact high voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings. If a tree is outside the 15-foot zone and must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.
- e. If there is danger that the trees being felled could fall in the wrong direction or damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- f. Due to the danger of trees falling in an unexpected direction, even though the cut is made on the proper side, the Contractor shall take precaution in roping trees, most especially those which are diseased, rotten or rotting, split, or appear to be visibly weak. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- g. Under no circumstances shall pike poles be used in the performance of work under this Contract.

- h. Ropes shall be used to lower all limbs of sufficient size to cause damage to other trees or surrounding public or private property.
- i. Before any trees are felled, workmen, other than those operating the felling equipment or giving directions to the workmen involved, shall move and remain clear of the danger zone. Any and all workers who are within the danger zone shall adhere to the safety guidelines as required by the most current revision of ANSI standards, OSHA, and any other governing policy, ordinance, standard, or law. The danger zone is that sector of the felling-area in which the tree(s) could fall. The size of the danger zone shall be determined by the Contractor upon consideration of all pertinent factors relevant to the tree removal operation. Ample warning shall always be given prior to the tree falling and all workmen must stand clear in case the tree springs from the stump while falling. Prior to felling any trees, the Contractor shall clear away all brush, debris, or equipment that is not required/needed for felling of the tree.
- j. Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact the City for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of the City.
- k. When removing a tree that is split, or a tree with twin trunks, chains or cables with adequate strength shall be placed tightly around the tree before commencing the back cut. At least one chain or cable shall be placed above, and as close as practical, to the back cut to prevent separation of the trunk.
- l. Except as otherwise provided in this Contract, the stumps of all removed trees will be lowered to a point no more than two inches (2") above grade. The Contractor shall treat stumps with a City approved growth inhibitor to prevent re-sprouting.
- m. When swelling, bumps, depressions, or branches occur at diameter breast-height, diameter breast-height measurements shall be taken just above or below the irregularity at a point where it ceases to affect normal stem form. If a tree forks immediately above diameter breast-height, it is measured below the swell resulting from the double stem. Stems that fork below diameter breast-height shall be considered two separate trees. Diameter breast-height for all species with large buttresses or elevated root matting shall be measured just above the pronounced swelling at a point where it ceases to affect normal stem form.
- n. Palm trees and tree trunks are included in a grouping separate from other tree removals. The term "tree trunks" for purposes of this grouping, shall include trees with little or no remaining crown.
- o. The Contractor shall take special precautions with tree(s) that have item(s) in and around them prior to performing services. Any additional costs will not be allowed as a separate line item on the invoice and will not be paid. All additional costs shall be part of the Contractor's proposal as stated on the Proposal Sheet.

4.9 Tree Trimming and or Removal Specifications

- a. Any tree(s) to be removed will be requested by City Official and the degree of the removal will be determined.
- b. All methods used for pruning or tree removal shall be approved by the City. All oak trees pruned will have the tree wounds painted with paint or tree wound coating approved by the City. On species not susceptible to oak wilt, no pruning paint will be required.
- c. Trim all trees so the natural form and shape of the tree is maintained. Under no circumstance(s) shall the total pruning exceed 20% of the tree's crown.
- d. Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- e. Trim to reduce or eliminate crossing, and/or rubbing branches greater than two inches (2") in diameter.
- f. All lower branches and hanging branches shall be pruned to provide a minimum of 17 feet clearance over the street.

- g. Trim all lower branches to obtain a minimum eight-foot (8') clearance over a sidewalk.
- h. Trim all branches that may interfere with illumination of a streetlight so that the light has a sphere around the center of the light, 10' in radius clear of vegetation.
- i. No person working in trees shall use shoes with spikes, spurs, or climbing irons, or any other footwear which will injure the tree.
- j. Tie off all branches where damage could be caused by gouging of a sodded area and/or damage to public walks and other private property could occur.
- k. Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made.
- l. Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
- m. The Contractor shall reference ANSI A300 standards, or the most current revision, for any pruning practices not mentioned.

4.10 Site Clean-up

- a. At the end of each work day, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied of all rubbish, debris, downed tree limbs, and branches. All parts of the work shall be left in a neat, orderly, and presentable condition. The removal of all rubbish and debris generated as a result of the Contractor's work under this contract will be the responsibility of the Contractor. No debris will be allowed to remain in or on any roadways at any time.
- b. In all industrial, residential, commercial, park, and similarly maintained areas, all grass, gravel, and garden areas shall be left "fan-rake-clean." All driveways, walkways, roads, curbs, patios, and other asphalt, concrete, stone, and similar surfaces, shall be "broom-clean" when the site is vacated at the end of each shift and at the end of each day.
- c. Once the weekly work order is complete and the worksite is ready for inspection, the Contractor shall notify the City by phone or in writing. The City will either make the necessary inspection or request before and after photographs as evidence that services were completed to the City's satisfaction, and if it is found the work has been properly performed and completed in accordance with all terms of this Contract, the work shall be accepted and the invoice approved.
- d. The City shall have the right to perform, or have performed, inspections of all places where work is undertaken in connection with this Contract.

4.11 Damage to City Forest and City Property

- a. Damages to trees, shrubbery, and other features will result in an assessment of liquidated damages. Contractor shall report to the City, within two (2) hours of occurrence, any damage done by Contractor's employees to City or private property. Damage to property or loss of vegetation shall be repaired or replaced by the Contractor at no cost to the City and within a period of time that is satisfactory to the City.
- b. Evaluation for liquidated damages as related to trees, shrubbery, and other features shall be based on the most current edition of Guide for Plant Appraisal, Council of Tree & Landscape Appraisers, 10th Edition, or as most recently revised. Copies are available through the International Society of Arboriculture, 270 Peachtree Street NW, Suite 1900, Atlanta, GA 30303 or www.isa-arbor.com.
- c. Damaged turf areas will be leveled and re-sodded, and all horticultural plantings damaged beyond repair will be replaced. Damage to structures, utilities, signs, light fixtures, landscape furniture, or other City property will be fully and completely repaired or replaced at the Contractor's expense. It is understood that all damage caused by workmen engaged in work under this Contract will be repaired by the Contractor without delay, and at its sole cost and expense. Repair work will be carried out by skilled workmen acceptable to the City or designee, and all repair and replacements must be approved by the City prior to final payment.

4.12 Utilities

- a.** The Contractor shall be responsible at its own cost for any and all work, expense, or special precautions caused or required by the existence or proximity of utilities encountered in performing the work. All workers working in the vicinity of utility lines will be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site. The Contractor's site supervisor(s) in charge of any group or groups shall be fully aware of the safety procedures to be followed in case of an accident involving utility lines.
- b.** Under no circumstances shall the Contractor perform work near high voltage transmission or distribution lines. If the Contractor is performing work near high voltage transmission or distribution lines, all work shall cease and the Contractor must notify the City immediately. The Contractor shall not resume work in the vicinity of high voltage transmission lines without written authorization from the City.

4.13 Equipment

- a.** All safety equipment required by OSHA, Federal, State, or local guidelines shall be in place and in proper operating condition at all times. All safety equipment must be OSHA approved for the purpose for which it is being used. OSHA-approved hard hats and any other OSHA required equipment or clothing must be worn at all times at the work-site.
- b.** All equipment used by the Contractor to perform services under this Contract shall be maintained and in good operating condition at all times. All gasoline cans or any other equipment/container used to hold fuel shall be OSHA approved.
- c.** Safety ropes, tools, severed limbs, equipment, and aerial lifts shall be handled in such a way as to ensure they do not come into contact with any utility lines.
- d.** The Contractor shall inspect any climbing ropes in use at the site, from end to end, before the start of each day's work, to ensure that there is no weakening, fraying, stressing, or other damage that constitutes a danger to the climber or workers. Similarly, all other safety equipment will be checked daily to ensure that it is in safe working condition. Any equipment defect shall be rectified immediately.
- e.** All aerial lifts will be insulated, maintained, and tested to ensure the safety of an employee in the bucket or at any other controls should the lift come into contact with any energized utility line on the work site.
- f.** The City prefers Contractors who demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content.
- g.** By signing the Contract, the Contractor agrees to conscientiously review their own business processes and purchases in an effort to reduce their overall carbon footprint and the use of chemicals and equipment that are potentially harmful to the community.

4.14 Pest Control – Bee and Pest Control/Extermination

- a.** The Contractor shall notify the City verbally by phone, and follow up in writing, of a bee problem prior to the Contractor performing the services as required by the work order. The City will then proceed with arranging safe removal of any beehive. Under no circumstances shall the Contractor attempt to remove or dispose of an active beehive. Once the hive has been removed, the City will reissue the work order, and the Contractor shall confirm receipt of the reissued work order via email within 24 hours of notification being sent. The Contractor shall then complete the services described in the reissued work order within the period specified in the reissued work order and agreed upon by both the City and the Contractor.

4.15 Non-Compliance

- a. All services shall be completed in accordance with this Scope of Work. It is understood and agreed that timely performance by the contractor is essential and that damages to the City for failure of the Contractor to perform or complete the work required within the time allotted and agreed upon in each work order shall be charged \$100 per day, per work order beyond the designated completion date. The parties recognize and agree that the exact amount of such damages to the City as a result of such delay is difficult to ascertain but that the sum listed above represents a reasonable pre-estimate of the City's probable loss. This amount shall in no event be considered as a penalty, but as liquidated and adjusted damages due the City because of said delay. The City will deduct and retain the damages from its final payment to the Contractor.

4.16 Reporting

- a. The Contractor shall provide a weekly report, which shall be submitted on Mondays. The report shall include a summary of the prior week's work orders. At a minimum, the report shall include the following: type of work completed, work locations, work order number, percentage of work order completed, equipment used, total number of hours to complete the work order, the number of personnel assigned to the work order, the hours worked per personnel, and the volume of chippings and/or branches hauled away in cubic yards. The report must be in an electronic or other City-approved format.

4.17 Invoicing

- a. The Contractor's invoice numbers shall not be duplicated during the term of the contract period. Each invoice shall detail the following Information:
 - City Contract Number
 - Copy of Work Order
 - The PO Number
 - Ordering Department and Facility Name, and address where services were performed
 - Date(s) and time(s) services performed
 - Total Invoice cost

4.18 Additions and Deletions

The City may, at any time during the term of this Contract, amend the Contract to add or delete like services. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations, and/or services added, will be subject to the Contractor's services and charges or rates as an item already specified on the proposal sheet. In the event that the additional service is not identical to any item already under Contract, the charges therefore will then be the Contractor's charges or rates for the equipment, locations, and/or services as stated in Additional Services or Products, of the Proposal Sheet.

4.19 Estimated Quantities not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of tree trimming or removal services during the term of this Contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. The City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the quantities specified herein.

4.20 Definitions and Warranty of Services

- a. Definitions:
 - "Acceptance," as used in this clause, means the act of an authorized representative of the City, by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.
 - "Correct" or "Correction," as used in this clause, means the elimination of a defect.

- b. Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either:
- that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or
 - that the City does not require correction or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge the Contractor the cost occasioned to the City, or make an equitable adjustment in the Contract price.

--FORMS TO BE RETURNED WITH PROPOSAL--

5. PRICING

The undersigned hereby declares: to have carefully examined the contract documents, including all addenda; have a clear understanding of said documents and premises; propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and to furnish all labor, materials and services specified in the contract or called for in the contract documents for the prices as indicated below.

The City reserves the right to specify whether each work order will be paid on a time basis (per day per crew) or volumetric basis (per cubic yard); whether tree debris will be chipped on site; and whether the Contractor or the City will haul off and dispose of branches and/or chips. In the pricing tables below, “per cubic yard” refers to the volume of material, whether chipped or unchipped, after loaded into a dump truck, trailer, or chipper box truck for haul-off and disposal or delivery to a City facility. Full load volume will be estimated to be equivalent to the rated capacity of the equipment. Partial load volume will be calculated as the percentage of the equipment’s rated capacity that is occupied by chips or removed material based upon a visual estimate and agreed upon by both the City and the Contractor; if a visual estimate cannot be agreed upon, the volume shall be calculated using standard measuring tools.

Bidder shall provide proposed prices for each of the items in the REQUIRED BID ITEMS table. Write “No Bid” next to each item on the OPTIONAL BID ITEMS table for which the Bidder is not submitting a price. The proposed prices shall include the full price for providing the stated service, including all labor, management, equipment, tools, mobilization, traffic control, and other associated costs.

REQUIRED BID ITEMS:

DESCRIPTION	UNIT	UNIT PRICE (US DOLLARS)
Trim and/or remove trees; chip on site; haul-off and dispose chips at Contractor’s expense	Per day per crew	
Trim and/or remove trees; chip on site; haul-off and dispose chips at Contractor’s expense	Per cubic yard	
Trim and/or remove trees; no on-site chipping; haul-off and dispose removed material at Contractor’s expense	Per day per crew	
Trim and/or remove trees; no on-site chipping; haul-off and dispose removed material at Contractor’s expense	Per cubic yard	
Trim and/or remove trees; chip on site; deliver chips to City facility for handling by City	Per day per crew	
Trim and/or remove trees; chip on site; deliver chips to City facility for handling by City	Per cubic yard	
Trim and/or remove trees; no on-site chipping; deliver removed material to City facility for handling by City	Per day per crew	
Trim and/or remove trees; no on-site chipping; deliver removed material to City facility for handling by City	Per cubic yard	

OPTIONAL BID ITEMS:

DESCRIPTION	UNIT	UNIT PRICE
Curbside pickup of storm debris (tree limbs only) by grapppling truck; no on-site chipping; haul-off and dispose collected limbs at Contractor's expense	Per day per crew	
Curbside pickup of storm debris (tree limbs only) by grapppling truck; no on-site chipping; haul-off and dispose collected limbs at Contractor's expense	Per cubic yard	
Curbside pickup of storm debris (tree limbs only) by grapppling truck; no on-site chipping; deliver removed material to City facility for handling by City	Per day per crew	
Curbside pickup of storm debris (tree limbs only) by grapppling truck; no on-site chipping; deliver removed material to City facility for handling by City	Per cubic yard	

Please add any additional proposed additions in the table below or as a separate sheet.

CONTRACT TIME: The Bidder agrees, if awarded the Contract, to commence work in accordance with the schedule provided by the City in each work order. The term of this agreement shall be for one (1) year, beginning on the date of the execution of the agreement, and shall automatically renew for up to four (4) additional one (1) year periods.

DOCUMENTS: Each Bidder by submittal of their RFP response represents and warrants that they are satisfied as to the requirements and provisions of the RFP for this project and the documents describing the scope of work.

Signature: _____

Title: _____

Date: _____

6. DEMONSTRATION OF EXPERIENCE

Years in business under present business name:

Total years of experience in work of the type called for in this contract:

List in table below the contracts of similar scope and scale to the City’s RFP has your organization completed.
List most recent FIRST:

Contract Amount	Type of Work	Date Completed	Owner’s Name & Contact Info

List in the table below what contracts your organization currently has:

Contract Amount	Type of Work	Projected Date of Completion	Owner’s Name & Contact Info

If you have any additional experience or work that you would like to submit, please provide separate additional documentation upon submittal.

Have you ever failed to complete any contract awarded to you? No Yes, if so state where and why:

Are you at present in any major litigation or lawsuits involving work of any type? No Yes, if so explain:

Explain in detail the manner in which you have inspected the work proposed in this contract:

7. LIST OF MACHINERY AND EQUIPMENT

It is required that a Contractor be able to perform tree trimming and removal services. It is represented as part of this proposal that the below listed equipment is available for use on the work covered by the Scope of Work.

As a part of the proposal evaluation a team from the Public Works Department may inspect the availability and capability of the equipment of the Contractor submitting the winning proposal.

Units	Types of Equipment

8. VENDOR PROFILE

Company Information:

Company Name: _____ Phone Number: _____

and D/B/A: _____ (write 'N/A' if not applicable)

Website: _____ (write 'N/A' if not applicable)

Fax Number: _____ (write 'N/A' if not applicable)

If there is no toll-free number, does the company accept collect calls? Yes No

Contacts:

Corporate Contact for this Proposal:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Fax Number: _____ (write 'N/A' if not applicable)

If local contact is the same as corporate contact, check here

Local Contact for this Proposal:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Fax Number: _____ (write 'N/A' if not applicable)

Number of years the company has been in business under this name: _____

Other company names used with dates, from/to:

Company Name: _____ From/To _____

Company Name: _____ From/To _____

Company Name: _____ From/To _____

Company Name: _____ From/To _____

Company Name: _____ From/To _____

9. PROPOSAL RESPONSE FORM

By signing and submitting this proposal, Bidder acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

An individual proprietorship

A partnership

A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

10. REFERENCES

Bidder shall submit a list of at least three (3) references for which Bidder has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Stephenville area references are preferred.

1. Company: _____

Contact name: _____

Phone number: _____

Email: _____

2. Company: _____

Contact name: _____

Phone number: _____

Email: _____

3. Company: _____

Contact name: _____

Phone number: _____

Email: _____

4. Company: _____

Contact name: _____

Phone number: _____

Email: _____

5. Company: _____

Contact name: _____

Phone number: _____

Email: _____

11. DEVIATION OR COMPLIANCE FORM

DEVIATIONS: In the event the undersigned Bidder intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

NO DEVIATIONS: In the absence of any deviation entry on this page, Bidder assures the City of Bidder’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

Deviation #	Deviation Title	RFP Reference (related to the deviation)	Detailed Deviation Description

12. RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIDDER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF STEPHENVILLE, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING BIDDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON BIDDER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

13. NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Bidder affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Bidder, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Bidder, nor by Bidder's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

Company Name: _____

Signature of Company Officer: _____

Printed Name: _____

Title: _____

Date: _____

14. SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Bidder certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule, as may be amended.

Company Name: _____

Signature of Company Officer: _____

Printed Name: _____

Title: _____

Date: _____

15. COOPERATIVE PURCHASING

Interlocal Cooperative Contracting/Purchasing:

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under [Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B](#) and [Subchapter C](#), and [Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101](#) and [Section 271.102](#).

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Stephenville's RFP, with the consent and agreement of the successful Bidder(s) and the City of Stephenville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Proposal. However, all parties indicate their understanding, and all parties hereby expressly agree that the City of Stephenville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Stephenville is not obligated or liable for any action or debts that may arise out of such independently negotiated cooperative procurements.

Other governmental entities utilizing Interlocal agreements with the City of Stephenville, may desire, but are not obligated, to purchase goods and services defined in this Proposal from the successful Bidder. All purchases by governmental entities, other than the City of Stephenville, will be billed directly to and paid by that governmental entity. The City of Stephenville will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Stephenville will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Stephenville.

Yes, others can purchase; No, only the City of Stephenville can purchase.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

16. DISCLOSURE OF INTERESTED PARTIES

Prior to entering into a contract that is at least \$1 million in value, the Bidder must submit a "Certificate of Interested Parties" Form, in accordance with [Texas Government Code Section 2252.908](#), as amended. Within thirty (30) days of receipt of the form, the City must submit a copy to the Texas Ethics Commission. A sample Certificate of Interested Parties form may be viewed here:

<https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>

17. CONFLICT OF INTEREST AND QUESTIONNAIRE

Please sign, if applicable

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to [Texas Local Government Code Chapter 176](#), as amended. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us/forms/conflict/>

Form CIQ may be downloaded here: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Respondent shall answer each question on Form CIQ in relation to each individual listed below with whom there is a conflict of interest and submit the completed form(s) with its SOQ. If there are no conflicts of interest, Bidder shall submit a single copy of Form CIQ with “None” or “N/A” in Box 3 (Name of Officer):

Local Government Officer	Title	Local Government Officer	Title
Doug Svien	Mayor	Sarah Lockenour	City Secretary
LeAnn Durfey	Councilmember	Jacey Wood	Deputy City Secretary
Gerald Cook	Councilmember	Robert Isbell	Fire Chief
Lonn Reisman	Councilmember	Dan Harris	Police Chief
Dean Parr	Councilmember	Darrell Brown	Director of Administrative Services
Maddie Smith	Councilmember	Steve Killen	Director of Development Services
David Baskett	Councilmember	Monica Harris	Director of Finance
Brandon Greenhaw	Councilmember	Nick Williams	Director of Public Works
Alan Nix	Councilmember	Daron Trussell	Director of Parks and Leisure
Jason King	City Manager	Sheryl Truss	Human Resources Manager
Randy Thomas	City Attorney	Sean Clemmons	Airport Manager
	Evaluation Committee		Evaluation Committee
	Evaluation Committee		Evaluation Committee

18. W-9 FORM (ATTACH)