

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
TREE PRUNING AND REMOVAL SERVICES
WITH
CERTIFIED ARBOR CARE, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THAT THIS Agreement for the purchase of tree pruning and removal services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and CERTIFIED ARBOR CARE, INC., whose offices are located at P.O. Box 1868, Round Rock, Texas 78680 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase tree pruning and removal services; and

WHEREAS, City has issued its "Request for Proposal" (RFP) for the provision of said services; and

WHEREAS, City has determined that Services Provider provides the best value to City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's RFP designated Solicitation No. 23-018

dated March 2023; (b) Service Provider's Response to the RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Proposal; and
- (3) City's RFP, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Service Provider** means Certified Arbor Care, Inc., or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for sixty (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the RFP and as set forth in the Proposal submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

All items in Exhibit "A" are awarded to Services Provider. For purposes of this Agreement, City has issued documents delineating the required services (specifically RFP Solicitation Number 23-018 dated March 2023). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (tree pruning and removal services). Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Services Provider.

B. Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Million One Hundred Twenty-Five Thousand and No/100 Dollars (\$1,125,000.00)** for Service Provider's services combined with the dual provider's services for the term of this Agreement.

7.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

8.01 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's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the service provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance

with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

11.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

14.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached RFP and as set forth at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Ricci Strayhorn, Manager
Parks and Recreation Department
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
(512) 341-3151
rstrayhorn@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains

a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Certified Arbor Care, Inc.
P.O. Box 1868
Round Rock, TX 78680

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Certified Arbor Care, Inc.

By: Debbie Evans
Printed Name: Debbie Evans
Title: CEO
Date Signed: 7.20.23

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

TREE PRUNING AND REMOVAL SERVICES

SOLICITATION NUMBER 23-018

MARCH 2023

**TREE PRUNING AND REMOVAL SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in tree pruning and removal services.

The City intends to dual award this contract based on evaluation scoring. The total value of the resulting contract(s) shall not exceed \$225,000 per fiscal year for all awarded Contractors combined. Additionally, the City intends to add a contingency amount of \$250,000 per year for storm-related cleanup services if necessary.

BACKGROUND: A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees, and hazardous tree removal adjacent to homes, roadway medians, parks, sidewalks, and other structures designated by the City. Additional services that may be ordered from this agreement include stump grinding, insect and disease treatment for trees, soil aeration, root excavation, deep root fertilization, air spading, and arborist consulting services.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-12
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 13-15
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Sample Work Order	Separate Attachment
Attachment C – Sample Invoice	Separate Attachment
Attachment D – Creek Maintenance Plan Exhibit	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	March 22, 2023
Optional Pre-Proposal meeting	April 4, 2023 @ 9:00 AM
Deadline for submission of questions	April 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	April 12, 2023 @ 5:00 PM, CST
Deadline for submission of responses	April 25, 2023 @ 3:00 PM, CST

EXHIBIT "A"

City of Round Rock
Tree Pruning and Removal Services
RFP No. 23-018
Commodity Code: 988-02/988-88
March 2023

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I, Section 3- Schedule of Events.
 - A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall begin at:
**City Council Chambers
221 E. Main St.
Round Rock, Texas 78664**
 - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

City of Round Rock
 Tree Pruning and Removal Services
 RFP No. 23-018
 Commodity Code: 988-02/988-88
 March 2023

9. OPPORTUNITY TO PROTEST: The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.

B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:

- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
- ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
- iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
- iv. Your protest must be concise and presented logically and factually to help with the City's review.

C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:

- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
- ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
- iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
- iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
- v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Must have a physical office located in Central Texas.
 - B. Be firms, corporations, individuals, or partnerships normally engaged in providing tree pruning and removal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - C. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - D. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in tree pruning and removal services.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

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- 6. PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
- Prices for parts and materials may be on a **cost-plus basis**. The percentage (%), if any, of markup will be designated in Bonfire requested information. Invoices for work performed shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.
- 7. PRICE INCREASE:** Contract prices for tree pruning and removal services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
- A. Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
- B. Procedure to Request Increase:**
- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- 8. ACCEPTANCE/INSPECTION [service related, may need to be modified]:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
- 9. PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
- 10. ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied, this includes emergency needs. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 11. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

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12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. **The City's designated representative:** The City's designated representative shall be:
- Ricci Strayhorn**
Forestry Manager
Parks and Recreation
Phone: +1 (512) 341-3151
E-mail: rstrayhorn@roundrocktexas.gov

**PART IV
SCOPE OF WORK**

1. **PURPOSE AND BACKGROUND:** A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees, and hazardous tree removal adjacent to homes, roadway medians, parks, sidewalks, and other structures designated by the City. Additional services that may be ordered from this agreement include stump grinding, insect and diseases treatment for trees, soil aeration, root excavation, deep root fertilization, air spading, and arborist consulting services.
2. **SAFETY DATA SHEETS:** The Contractor shall have safety data sheets applicable to hazardous substances in their possession on location for each project and available upon request.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Have a work crew that is comprised of three (3) staff that a certified arborist will supervise.
 - B. Submit with your proposal copies of all applicable certifications.
 - C. Complete all pruning work per ANSI A300 Standards for Tree Care Operations- Tree, Shrub, and Other Woody Plant Maintenance- Standard Practices.
 - D. Perform crown cleaning. This includes the removal of dead, dying, diseased, weakly attached, or low-vigor branches as well as some water sprouts from a tree's crown.
 - E. Minimum size of branches to be removed will be one inch in diameter.
 - F. Removal shall be done per request of City's Forestry Manager or their designee.
 - G. Be responsible for communicating with CORR Point of Contact to secure any permits needed to perform work.
 - H. Immediately paint all pruning cuts on all oak trees with pruning paint for oak wilt prevention.
 - I. Require the Contractor's certified arborist to directly supervise all pruning work.
 - J. Sterilize all pruning tools used for pruning oak trees before and between pruning on individual oak trees for oak wilt prevention.
 - K. Be responsible for damage to trees during work. The Contractor shall replace damaged trees at the appraisal value as determined by the City's Forestry Manager.
 - L. The quality of work shall be subject to the inspection of the City's Forestry Manager or his designee.
 - M. In locations where ordinary felling operations might cause damage to the property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the latest ANSI and OSHA work-site safety regulations.
 - N. Be responsible for locating all underground utilities such as electrical water, gas, and cable before starting work.
4. **ADDITIONAL SERVICES UPON REQUEST:** Other services may be required under this agreement and shall be quoted separately upon request from the City.
 - A. **Stump grinding services-** The Contractor shall own and operate stump grinding equipment. All stumps shall be sprayed with herbicide to help prevent regrowth. Texas Department of Agriculture (TDA) commercial pesticide applicator license required for spraying.
 - B. **Tree insect and disease treatment-** includes but is not limited to caterpillars, mildew, aphids, pecan web worms. All chemicals and treatment methods to be approved by the City's Forestry Manager in advance. TDA certification required. No subcontracting allowed.
 - C. **Root health-** Soil aeration, root excavation, deep root fertilization and air spading services shall be provided upon request by City's Forestry Manager.
 - D. Certified Arborist consulting services shall provide by the Contractor on an as-needed basis.
5. **DEBRIS CLEANUP FOR CREEKS AND CHANNELS:** This is an optional service. Not submitting an offer on this line item will not affect award. In the Bonfire pricing sheet, an amount of \$0 for unit price will indicate a "no bid" response (for line item 11).

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A. **Service Requirements:** The proposed work will be done in 1000 LF segments. The City will select one segment at a time from Attachment D-Creek Maintenance Plan Exhibit. Once all work has been completed on the first segment another 1000 LF segment will be selected for cleanup and so on. The scope of work for each segment selected shall include:

- i. Removal and disposal of all dead wood and other debris within the channel bottom and banks (Exact cleanup limits will be discussed during walk-through meeting before each bid).
- ii. Stump grinding may be required in some areas (Determined during walk-through).
- iii. Removal and disposal of some shrubs and undergrowth within high-risk areas, as needed (may not be required, will determine during walk-through).
- iv. Removal of some hazardous living trees adjacent to existing utilities and structures (may not be required, will determine during walk-through).
- v. Removal of large objects within limits of creek cleanup (Tires, metals, large plastics, etc., does not include small litter).

B. **Contractor Requirements:** The Contractor shall-

- i. Note heavy equipment is not permitted within the channel bottoms and part of the embankments due to the amount of disturbance caused the equipment.
- ii. Keep disturbance to the creek bottom and embankments to a minimum.
- iii. Any areas within channel embankments where vegetation has been removed due to equipment within the work area, shall be seeded and stabilized as need with erosion control mat. Cost of damage caused by the contractor to any property serviced under the area shall be the sole responsibility of the contractor.

6. **RESPONSE TIME:** Response times shall be as follows-

Non-Emergency Service Calls: "Non-emergency services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

- A. Respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.
- B. Services will be performed during normal operation hours which are 7:00 am - 6:00 pm.
- C. Contractor is expected to follow all noise ordinances set forth by the City.

7. **REGULAR AND OVERTIME WORK HOURS:**

- A. Regular business hours are from 7:00 am to 6:00 pm Monday through Friday.
- B. Weekends may be permitted on an as needed basis.
- C. Overtime pay is only permitted in instances where the City deems the work to be necessary and prior written approval is given in advance of the work performed.
- D. Approved overtime work performed in excess of regular work hours, on weekends, or on holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service.
- E. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.

8. **EMERGENCY CONTINGENCY SERVICES:** The City is adding a contingency amount to the contract of \$250,000 per year for services in the event of an emergency. The City will only invoke this clause if an emergency is declared by the Mayor. The Contractor shall-

- A. Ensure that City properties take priority to help mitigate public health and safety risks.
- B. Be onsite within 24 hours to begin emergency activities.
- C. Assign additional staff as available to assist with cleanup.

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- 9. PERMITS:** If the project requires permitting and inspections the Contractor shall-
- A. Assist City of Round Rock (CORR) representative with any information requested if a project permit is required.
 - B. Notify the CORR representative prior to requesting an inspection to do a pre-inspection walk.
 - C. Notify the CORR representative once an inspection has been requested and provide estimated date and time the inspection will take place.
 - D. Notify the CORR representative of results of inspections.
 - E. If any item does not pass inspection, it is the Contractor's responsibility to correct the item at no additional cost to the City.
- 10. DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact (POC) upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to internal personnel changes, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - C. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the selection team prior to award of contract.
 - D. The Contractor shall provide the City with a secondary POC if the primary POC will be unavailable.
- 11. WARRANTY:** Successful Respondent shall provide at minimum a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
- 12. ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.
- A. Department name and location of the project.
 - B. Contractor's designated contact name and telephone number.
 - C. Breakdown of labor costs (Number of workers, hourly rate); also include the arborist's hours and rate.
 - D. Materials (Detailed description, quantity, unit price, and extended price amounts).
 - E. Total cost (Labor and materials).
 - F. Description specifying work to be done.
 - G. Time projected to complete the project.
 - H. See Attachment C- Sample Work Order.
- 13. INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
- A. The total hours worked and hourly rate for labor.
 - B. Invoices shall have attached a copy of paid materials receipt from the supplier.
 - C. See Attachment D- Sample Invoice.
- 14. CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
- A. Schedule all requested services in advance with the City's point of contact.
 - B. Perform quality work and must be signed off and approved by City of Round Rock representative.
 - C. Be responsible for removing all tree limbs and debris from the work area. All tree limbs and debris shall be disposed of in an appropriate manner approved by the City's Forestry Manager. The work site shall be

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left in a clean, safe condition. Cost of damage caused by the Contractor to any property serviced under the agreement shall be the sole responsibility of the Contractor.

- D. Properly dispose of all rubbish, woody materials, and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.
- E. Visit and inspect the locations prior to the submittal of a project proposal. Submittal of the project proposal is evidence that the Contractor has familiarized themselves with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, pricing, and the equipment, materials, and labor required. Inspection must be scheduled by contacting the City's designated representative. Any variations in scope or pricing will only be considered on a case-by-case basis and must be approved in writing by the City POC prior to any work on said variation can begin. Contractor shall have full knowledge of scope of work and have ability to anticipate and ability to plan for variations prior to project start.
- F. Provide a written quote/estimate for work to be performed. Work shall not be initiated without the City's consent in the form of a formal PO number.
- G. Make all arrangements for delivery, unloading, receiving any equipment, material, and supplies for each project. The City will not assume any responsibility for these shipments.
- H. Provide work reports- Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:
 - i. Location of the worksite,
 - ii. Date and time of arrival at worksite,
 - iii. Time spent for repair,
 - iv. Date and time work at location is completed,
 - v. Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary,
 - vi. A detailed description of all the completed repair work certifying the item is in working order shall be signed by the City's designated representative at the time the work is completed.
 - vii. Be responsible for rental of any equipment that may be required to complete task.
 - viii. Be responsible for any disposal fees.
- I. Take all appropriate safety precautions including the placement of safety cones and other barriers as needed to secure the work area.
- J. **Maintain Communication-** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

15. CITY'S RESPONSIBILITIES: The City will-

- A. Provide the Contractor with a complete and accurate project overview with the request for estimate.
- B. Provide the Contractor with the list of trees, diameter, ID number and work needed in advance. Unauthorized tree work is not allowed under the terms of this contract.
- C. Coordinate scheduling with the Contractor.
- D. Ensure work area is reasonably free of safety hazards.
- E. Provide access to locations where services are required.
- F. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall arrange for off-site parking and transportation to/from the work site.
- G. Provide reasonable access to power and water utilities as needed to complete the project.
- H. Inspect work performed to ensure compliance with the scope of work.
- I. Review all invoices to ensure accuracy.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- ☐ Attachment A- Reference Sheet
- ☐ Acknowledged Addenda (if applicable)
- ☐ Executive Summary which gives in brief, concise terms, a summation of the proposal. Include the following-

Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

- ☐ Segment requirements listed below.
- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☐ Certifications and licenses required for all personnel working on City contract.

3. EVALUATION CRITERIA:

A. Segment 1 – Respondent's Solution, Approach, & Timeline

- i. System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. Program Approach and Timeline: Describe your technical plan for accomplishing required work and the estimated timeline for a project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - 1) A description of your work program by tasks. Detail the steps you will take from the time the City calls for services to the completion of work.
 - 2) A description of the process you would take for the additional services of Tree insect and disease treatment, Soil aeration, root excavation, deep root fertilization and air spading services
 - 3) A description of how your organization would respond to the City's needs in response to an emergency contingency situation.

B. Segment 2 – Company Work Experience and Personnel

- i. Prior Experience: Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. Personnel: Include names, qualifications/licenses, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. Manpower. Itemize to show the following for each category of crew per hourly rate- rate applied for each category
- ii. Itemized Cost of Supplies and Materials
- iii. Total (not to exceed) Cost.

4. **EVALUATION CRITERIA**: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:

Weights:

- | | |
|---|---------------|
| • Respondent's Solution, Approach, & Timeline (Segment 1) | 35 pts |
| • Company Work Experience and Personnel (Segment 2) | 35 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>30 pts</u> |

Maximum Weight:

100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescure an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

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5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

EXHIBIT "A"
Best and Final Offer Cost Proposal Sheet
Tree Pruning and Removal Services
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For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the
Special Instructions: All prices must be quoted in order to be considered responsive.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3 person crew under direct supervision of certified arborist - Regular Hours (M-F 8:00AM to 5:00PM)	500	Hourly	\$270.00	\$135,000.00
2	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3 person crew under direct supervision of certified arborist - Emergency/Afterhours	40	Hourly	\$375.00	\$15,000.00
3	Stump Grinding Services per Hour	30	Hourly	\$95.00	\$2,850.00
4	Treatment of Tree - Oak wilt injection (includes labor and materials)	30	Hourly	\$200.00	\$6,000.00
5	Treatment of Tree - Foliar insect disease treatment (includes labor and materials)	30	Hourly	\$200.00	\$6,000.00
6	Soil Aeration (includes labor and materials)	25	Hourly	\$145.00	\$3,625.00
7	Root Excavation (includes labor and materials)	25	Hourly	\$145.00	\$3,625.00
8	Deep Root Fertilization (includes labor and materials)	25	Hourly	\$200.00	\$5,000.00
9	Young Tree Structural Pruning	50	Hourly	\$270.00	\$13,500.00
10	Arborist Consultation Services - By certified arborist	20	Hourly	\$50.00	\$1,000.00
Annual Total:					\$191,600.00