

REQUEST FOR PROPOSALS (RFP)
 for
TREE SERVICES AND DEBRIS REMOVAL

Issued: December 24, 2021

PROPOSAL SUBMISSION DEADLINE:
*******JANUARY 24, 2022 AT 9:00 AM*******

NO LATE PROPOSALS WILL BE ACCEPTED

Proposals received after stated closing time will be returned unopened.

<p><u>RESPONSES SHALL BE DELIVERED TO:</u></p> <p>Town of Trophy Club 1 Trophy Wood Drive Trophy Club, TX 76262</p>	<p><u>RESPONSES SHALL BE MAILED TO:</u></p> <p>Town of Trophy Club 1 Trophy Wood Drive Trophy Club, TX 76262</p>
<p>***** The Request for Proposals (RFP) packet may be obtained online at www.trophyclub.org or at the Town Offices located at 1 Trophy Wood Drive, Trophy Club, TX 76262 *****</p> <p>For additional information regarding this RFP please contact: Tony Jaramillo, Director of Parks and Recreation 682-237-2923 tjaramillo@trophyclub.org *****</p> <p>Return this cover sheet with response to: Tony Jaramillo Director of Parks and Recreation</p>	<p>Name and address of company submitting proposal: _____ _____ _____</p> <p>Contact Person: Title Phone: () Fax : () Email: _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p>
<p><i>The TOWN OF TROPHY CLUB reserves the right to waive any informality and to reject any or all submittals. It is the policy of the TOWN OF TROPHY CLUB to afford all people an equal opportunity to bid on any contract being let by the Town. The TOWN OF TROPHY CLUB has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award of performance of any contract.</i></p>	

Request for Proposals

General Information

A. Purpose

The Town of Trophy Club (“Town”) is soliciting proposals to obtain the non-exclusive services of a qualified firm(s) to provide tree services, services to remove, process, and lawfully dispose of debris from public property and public rights-of-way in Trophy Club, Texas in response. The Town is seeking proposals from highly qualified Vendors with experience in the specialized management of disaster response labor for the removal of debris.

The Vendor must handle, properly dispose, contain and transport debris management activities in Trophy Club, Texas in accordance with the applicable Federal, State and local regulations to include but not limited to the Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health (TDH), Natural Resources Conservation Services (NRCS), Historical Preservation Office (SHPO), and the Texas Department of Environmental Protection (TDEP) in conjunction with the Town’s requirements. The Contractor will be required to provide Town staff with an hour worked log sheet for each individual project. The Contractor’s hours worked log sheet will have no impact on invoices submitted to the Town and should only be utilized by Town staff for documentation purposes.

Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) to 2 CFR 200 in order to be eligible for reimbursement under the Public Assistance Program.

Scope of Services – Tree Services and Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport vegetative debris existing on the Town’s public property to an approved Debris Management Site (DMS) or a Town approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, vegetative debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of vegetative debris existing in the Town will be performed as identified by Town Staff.
- c. The Contractor must provide traffic control as conditions require or as directed by Town Staff.

Insurance

Contractor, including their respective subcontractors, representatives, agents, and assigns providing services in fulfillment of the obligations of Contractor under the terms of this Agreement shall provide and maintain insurance as depicted on the insurance checklist throughout the entire term of this Agreement. Should the Contractor fail to comply with this provision, the Town of Trophy Club may terminate this agreement upon five days written notice to Contractor.

MUST BE RETURNED AS PART OF BID

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified contractor. If the below-identified contractor is awarded this contract by the Town of Trophy Club, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

Agent's Signature

Agent Name (Print or Type)

Name of Insurance Carrier

Address of Agency

City/State

Phone Number

Name of Contractor (Print or Type)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

INSURANCE CHECKLIST

(SERVICES)

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

X 1. Workers' Compensation &
Employers' Liability

Statutory limits of State of Texas
\$100,000 accident \$100,000 disease
\$500,000 policy limit disease

 2. For Future Use

 3. Town Approved Alternative
Workers' Comp. Program

150,000 medical, safety program

X 4. General Liability

Complete Entry No. 26
Minimum 500,000 each incident
1,000,000 occurrences

X 5. General aggregate applies
per project (CGL)

X 6. Premises/Operations

X 7. Independent Contractors

\$500,000 combined single limit
for bodily injury and property damage

X 8. Products

damage each occurrence with

X 9. Completed Operations

\$1,000,000 general aggregate that
applies to project under contract

X 10. Contractual Liability

11. Personal Injury Liability \$500,000 each offense & aggregate
12. XCU Coverages
13. Automobile Liability \$500,000 Bodily Injury & Property
14. Owned, Hired & Non-owned Damage each accident
15. Motor Carrier Act Endorsement
16. Professional Liability \$500,000 Bodily Injury & Property Damage each accident.
17. Garage Liability \$_____ BI & PD each occurrence
18. Garage keepers' Legal \$_____ - Comprehensive
\$_____ - Collision
19. Owners Protective Liability \$500,000 Combined single limits
20. Town named as additional insured on other than W/C. This coverage is primary to all other coverages the Town may possess.
21. Town provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
22. Ten (10) days' notice of cancellation, non-renewal, material change, or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 23. The Town of Trophy Club prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poor's Rating AA or better; authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

X 24. The Certificate must state bid number and bid title or project.

___ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the bidder named below. Additionally:

X 26. The above policy(s) carry the following deductibles: _____

Full limits of coverage available for:

General Liability_____

Automobile Liability_____

X 27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Insurance Agent (Print)

Signature

Date

INSURANCE COVERAGE

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract). The Insurance Checklist is incorporated herein.

General Insurance Requirements:

- 1.1 The Contractor shall not start work under this Contract until the Contractor has obtained at his own expense all the insurance called for hereunder and such insurance has been approved by the Town; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors for the Town of Trophy Club will be granted only after submission to the Town of original, signed certificates of insurance or, alternately, at the Town's request, certified copies of the required insurance policies.
- 1.2 The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employer's Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the Town immediately upon request.
- 1.3 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until ten (10) days prior written notice has been given to the Town of Trophy Club".

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.4 No acceptance and/or approval of any insurance by the Town shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both by the provisions of the Contract Documents.
- 1.5 The Contractor shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the Town of Trophy Club.
- 1.6 THE CONTRACTOR COVENANTS TO SAVE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE TOWN AND ALL OF ITS ELECTED OR APPOINTED OFFICIALS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "TOWN") FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S

PERFORMANCE OR NON-PERFORMANCE OF THE TERMS OF THE CONTRACT DOCUMENTS OR ITS OBLIGATIONS UNDER THE CONTRACT. THIS INDEMNIFICATION SHALL CONTINUE IN FULL FORCE AND EFFECT DURING ALL APPLICABLE STATUTE OF LIMITATIONS PERIODS. ADDITIONALLY, INDEMNIFICATION SHALL CONTINUE UNTIL THE CONTRACTOR COMPLETES ALL OF THE WORK REQUIRED UNDER THE CONTRACT, EXCEPT THAT INDEMNIFICATION SHALL CONTINUE FOR ALL CLAIMS INVOLVING PRODUCTS OR COMPLETED OPERATIONS AFTER FINAL ACCEPTANCE OF THE WORK BY THE TOWN FOR WHICH THE TOWN GIVES NOTICE TO THE CONTRACTOR AFTER THE TOWN'S FINAL ACCEPTANCE OF THE WORK.

- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of all descriptions used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Town.
- 1.8 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Town from supervising or inspecting the project as to the result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.10 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.11 Precaution shall be always exercised by the Contractor for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- 1.12 Written requests for consideration of alternate coverages must be received by the Town at least ten (10) working days prior to the date set for receipt of bids or proposals. If the Town denies the request for alternative coverages, the specified coverages will be required to be submitted.

General Specifications

1. All work shall be performed Monday - Friday only. Work will not be allowed on Saturday or Sunday without prior permission or a request (weekend operations) from contract administrator.
2. All employees and equipment shall have the proper safety equipment devices, which include, but are not limited to hearing and eye protection, orange safety vests, and flashers/strobe lights on vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with any applicable state or federal laws.
3. The contract administrator shall be the Parks and Recreation Director or his designee. During term of agreement, Contractor must provide to contract administrator a working telephone number and address. The telephone must be answered during normal working hours. The Contractor must also supply a cell phone number to the on-site supervisor to allow contact and coordination between Town employees as needed.
4. Contractor may invoice at the end of each month pursuant to the terms of the Contract.
5. Contractor will be responsible for any damage done to plant materials or other property during its maintenance operations.
6. Contractor may not sell, sublet, or otherwise assign any interest in this agreement to others without written consent of Town of Trophy Club. Town reserves the right to reject subcontractors retained by contractor to provide services under this agreement.
7. Anytime the Contractor is performing work for the Town the Contractor will be required to have an employee on-site that will be able to communicate effectively in English as needed with Town staff. Contractor and employees will be courteous to the public at all times while at the work site. Conflicts, or potential conflicts between required work and public use of a location, should be reported to the contract administrator.
8. The parties agree the Town may cancel this agreement by providing sixty (60) days' written notice to Contractor or within such time frame as specified in the Contract Documents.
9. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the Town of Trophy Club, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.
10. The Contractor's employees shall report to work in uniforms, including shirt and pants. Uniforms worn by employees shall indicate Contractor's name and telephone number in a manner clearly identifiable to the public. Employees shall always wear a shirt.
11. The Contractor shall submit an organization chart showing the structure of the management team from the on-site supervisor up to the person ultimately responsible for the performance of this contract.

12. The Contractor will always provide a qualified Supervisor on site during any maintenance operations to be responsible for the progress of the work performed.
13. The Parks and Recreation Director or his designee reserves the right to request site inspections and/or meetings with the on-site supervisor at any time during the contract. These site inspections and meetings may be sporadic but could become regular if there are performance/work quality issues.
14. The Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with Town personnel or the public. The language competency is essential to permit discussion of Town personnel concerns and requirements and to be able to interact with the public as may be required.
15. The parties acknowledge that adherence by Contractor to the completion schedule specified by the Town is essential to this Agreement and failure to do so will harm Town. It is agreed by the parties that the actual damages which might be sustained by Town by reason of the breach by Contractor of its promise to complete in accordance with the provisions hereof are uncertain and would be difficult to ascertain; it is further agreed that the sum of FIVE HUNDRED DOLLARS AND NO/100 (\$500.00) for each day that completion is overdue would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach.

Bid Sheet

Category	Field Name and Description	Unit	Cost per Unit
Vegetative Collect and Haul to DMS	Vegetative from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	Vegetative from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass-Through Expense)	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles C&D from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	

	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	Cubic Yard	
Management and Reduction	Compacting <i>Compacting C&D debris</i>	Cubic Yard	
	Grinding <i>Grinding/chipping vegetative debris</i>	Cubic Yard	
	Debris Management Site Management <i>Preparation, management, and segregating at DMS</i>	Cubic Yard	
Tree Operations	Hazardous Tree 6" - 12" <i>Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	
	Hazardous Tree 13" - 24" <i>Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	
	Hazardous Tree 25" - 36" <i>Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	
	Hazardous Tree 37" - 48" <i>Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	
	Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	
	Trees with Hazardous Limbs <i>Hazardous Hanging Limb removal greater than 2"</i>	Per Tree	
	Hazardous Stumps >24" - 36" <i>Hazardous stump removal for a 24-36-inch stump diameter</i>	Per Stump	
	Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48-inch stump diameter</i>	Per Stump	
	Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i>	Per Stump	
	Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i>	Cubic Yard	

Specialty Removal	Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i>	Cubic Yard	
	Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/rock</i>	Cubic Yard	
	Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i>	Cubic Yard	
	Vehicle Removal from Public Property <i>Removal, storage, and disposal of eligible vehicle per State Laws</i>	Unit	
	Vessel Removal (Land) <i>Removal, storage, and disposal of eligible vessel from public property per State Laws</i>	Unit	
	Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i>	Unit	
	ROW White Goods Removal <i>Pick-up and haul of white goods to disposal site</i>	Unit	
	Freon Management <i>Freon management and recycling</i>	Unit	
	Electronic Waste <i>Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items</i>	Unit	
	Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i>	Pound	
	Hazardous Household Waste <i>HHW removal and disposal</i>	Pound	
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	
Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i>	Unit		
PPDR Vegetative Collect and Haul to DMS	0-15 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	

PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass-Through Expense)	0-15 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
PPDR C&D Collect and Haul to DMS	0-15 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass-Through Expense)	0-15 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	Cubic Yard	
	16-30 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	Cubic Yard	
Demolition of Private Structure	Demolition of Eligible Private Structure <i>Inspect, secure, prepare, and safeguard surrounding area from hazards, e.g. dust (haul rates for PPDR apply)</i>	Square Foot	

1. DMS(s) Management, Operations, and Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by Town Staff prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by Town Staff.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. The Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and TCEQ guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets.

- e. The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- f. The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- g. The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- h. The Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the Town. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from DMS locations, is a cost reflected in this scope of services item 13. (See page 40)
- i. The Contractor is responsible for providing 24-hour DMS(s) security.
- j. The Contractor will only permit Service Provider vehicles and others specifically authorized by the Town or its authorized representative on site(s).

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the Town's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Town and TCEQ.

Proposal Instructions

ALL PROPOSALS SUBMITTED BY THE BROKER MUST BE PRESENTED IN THE FORMAT PROVIDED BELOW AND MUST CLEARLY SHOW BROKER'S RESPONSE IN THE APPROPRIATE DESIGNATED SECTION. FAILURE TO FOLLOW THIS DIRECTIVE WILL CAUSE YOUR PROPOSAL TO BE DEEMED UNRESPONSIVE AND IT WILL BE REJECTED FROM ANY FURTHER CONSIDERATION. Broker should submit one (1) original and five (5) copies of the proposal. In the event multiple proposals are received from the Broker, Broker will be asked to select one (1) proposal for consideration and the others will be returned to Broker.

All proposals must include the following requested information in the appropriate sections as defined below:

Section I. Introduction

1.0 Company Information:

- 1.1 Name of the proposed firm and name of the representative submitting the proposal. Include all contact information.
- 1.2 Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees.
- 1.3 Describe, if applicable, how your firm is functionally tied to any insurer or provider of service and how that relationship may influence your ability to provide Broker services to the Town.
- 1.4 Identify members of your staff that would be assigned to this contract and provide a summary of their qualifications, percentage of their time you anticipate they would be dedicating to this contract and their availability to travel to our corporate headquarters and/or field locations.

Section II. Company Expertise/Experience

1.0 Describe your firm's expertise in each of the following areas:

- 1.1 Relevant experience and past performance in Debris Removal Services.
- 1.2 Previous experience with State and Federal reimbursement programs; including, but not limited to: FEMA and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- 1.3 Understanding of FEMA's Public Assistance Program, various grant requirements and Project Worksheet development.

2.0 Brief Summaries relating to:

- 2.1 Offeror's Statement of Understanding of the proposal, program objectives, the Town of Trophy Club
- 2.2 Resources to be utilized to implement the proposal
- 2.3 Written response to the Technical Requirements
- 2.4 Detailed Cost Breakdown of proposed services
- 2.5 Time of completion from date of contract execution

3.0 Other information to be provided by offeror with RFP response:

- 3.1 A brief biography and complete resume of the person or persons who will operate/manage the services provided by the Offerors.
- 3.2 Complete reference information for all public and private institutions or agencies to which the offeror provides or has provided similar services over the past eighteen (18) months. **Offeror must include a minimum of 3 references.**
- 3.3 Accreditations and Licenses.

Section III. Cost

1.0 Compensation

- 1.1 The primary method of cost evaluation will be based on the rates for vegetative debris removal, reductions, and hauling to a typical disaster event. This shall utilize debris volumes based on experience with all major disasters.

2.0 Fee Structure

- 1.1 Describe all available fee structures offered by your firm; including travel charges and any other cost that may be passed on to the Town.

Section IV. Supplemental Information

1.0 Provide the following documentation regarding your business:

- 1.1 Proof of insurance coverage.
- 1.2 Payment bond.
- 1.3 Performance bond (if cost of project equals or exceeds \$100,000).

Section V. Evaluation Criteria

The proposals received will be evaluated based on the following criteria to determine each Broker's qualifications. The order does not indicate relative ranking.

- 1.0 Demonstration of competence, technical expertise, experience in debris removal, and management of a Debris Management Site.
- 2.0 Demonstrated record of responsiveness and quality of customer service.
- 3.0 Both the Offeror's capabilities and the experience of individual team members assigned to the Town account will be considered.
- 4.0 Availability to travel as needed to Town offices.
- 5.0 Rates, fees or charges including the level of detail provided in the firm's fee information, as well as the willingness of the firm to offer flexible fee arrangements.
- 6.0 Offeror's awareness and ability to provide timely, accurate communication to the Town.

7.0 Responsiveness of the Offeror's proposal to the RFP, including clarity and organization of response, clear presentation of Offeror's experience and approach to ensuring the needs of the Town are fully met.

8.0 Estimated completion time.

Section VI. Final Evaluation and Selection

Based on a review of the written response, the Town will select a short list of candidates who will be asked to make an oral presentation to be arranged at a mutually convenient time at the Town's offices in Trophy Club, TX. This presentation is expected to confirm proposal representations; supplement information obtained through the proposal process and give the Town the opportunity to meet the individuals who would be assigned to our account. An agenda of items we wish to be addressed during this meeting will be forwarded to the final candidates prior to the meeting.

Each selected finalist will be evaluated with consideration given to how they best meet the needs of the Town and the basis of capabilities described in their written proposal and oral presentation. The organization that best matches the Town's objectives will be selected.

Section VII. Proposal Timetable

The timetable below sets forth the expected due dates for each event regarding this RFP process and our selection of the successful Broker.

Proposals due to Town	January 24, 2022
Finalists Selection	January 27, 2022
Final Selection and Award	January 27, 2022

Section VIII. Proposal Due Date and Contact Information

Proposals shall be submitted to the Town at the Town offices on January 24, 2022 by 9:00 am Local Time. Please submit one (1) original and five (5) copies of the proposal to:

Tony Jaramillo, Director of Parks and Recreation
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

Matt Cox, Director of Community Development
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

CURRENT & PREVIOUS REFERENCES

Proposals should include three (3) institutions of similar or the same size, where your organization has provided services like those being requested by the Town of Trophy Club. Please include name, title, telephone number and email address of a contact person at each institution. **References may be checked electronically; the requirement for email addresses is a mandatory requirement.**

1. Company Name: _____
Address: _____
City / State / Zip _____
Phone: _____
Contact / Title _____
Dates: _____
Email: _____

2. Company Name: _____
Address: _____
City / State / Zip _____
Phone: _____
Contact / Title _____
Dates: _____
Email: _____

3. Company Name: _____
Address: _____
City / State / Zip _____
Phone: _____
Contact / Title _____
Dates: _____
Email: _____

Attachment A

Item Pricing Summary

The description shall include all bases for remuneration proposed by the firm, i.e., commission, fee, other. Offeror shall provide a Proposal Item Pricing Summary, providing all rates, commissions, fees and other expenses for a total proposal price. **Offeror shall provide a not to exceed price for any and all areas of debris removal.** The price and contract fee is a presentation of the proposer's total offering price including the cost for providing each component of the required services. Optional services may be priced separately. Proposers should indicate the dollar amount that will be attributed to each line of coverage and each sub-contractor, if any. Proposers may use formats of their choice to provide the latter.

REQUEST FOR PROPOSALS OF TREE SERVICES AND DEBRIS REMOVAL SERVICES

TOWN OF TROPHY CLUB

Received _____

Name of Offeror: _____

Qualifications:

1. The firm has no conflict of interest with regard to any other work performed for the Town of Trophy Club.
 Yes No

2. How many years has your company been in business under its present name? _____

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicated or convicted of a felony in the last five (5) years?
 Yes No

4. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the Town of Trophy Club or any other Federal, State, or Local Government, or Private Entity?
 Yes No

5. Have you or any member of your Firm or Team been involved in any claim or litigation with the Town of Trophy Club or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?
 Yes No

If you have answered "YES" to any of the above questions, please indicate the names(s) of the person(s), the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.