



ORIGINAL DOCUMENT
CITY OF SOUTHLAKE
Council Action: ON
Ord./Res. No. _____
Date Approved: 2/6/18

December 18, 2017

Alpine Tree Service Inc.
1900 Brumlow Ave.
Southlake, Texas 76092

Attn: Mr. Derek Neubauer

Subject: Notification of Contract Renewal for Tree Services for City of Southlake RFP1409B200TS140012

Dear: Mr. Neubauer:

The City of Southlake is providing notification of contract renewal, pending City Council approval, for "Tree Services for City of Southlake RFP1409B200TS140012". This renewal shall become effective February 17, 2018 pending City Council approval (CC Award date 2/6/18) and shall continue in full force based on the terms and conditions of the initial award.


The terms and conditions proposed and accepted in this renewal agreement are as follows:

- Line Items Awarded: All Items Primary Vendor with arborist per department needs
- Payment Terms: Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
- Method of Payment: Shall be made by purchasing card or purchase order.
- Delivery Terms: FOB Destination
- Delivery Locations: IF STATED IN RFB DOCUMENT
- Term of Contract: Shall be effective for twelve months from date of renewal and is eligible for up to one (1) more one (1) year annual renewals.
- City Contact: Tim Slifka 817-748-8312
- Send all billing to: City of Southlake
1400 Main Street, Suite 440, Accounts Payable
Southlake, TX 76092 or Email: accountspayable@ci.southlake.tx.us
- Other Charges: The City of Southlake is a tax exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

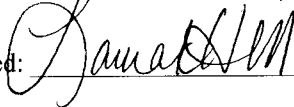
Sincerely,


Tim Slifka
Purchasing Manager CPPO, CPPB
City of Southlake
1400 Main Street, Suite 440
Southlake, Texas 76092
tslifka@ci.southlake.tx.us
Fax: 817-748-8010

Attest: 

Carol Ann Borges, TRMC
City Secretary

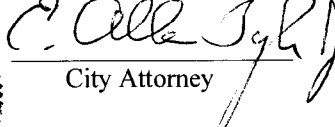
Contract Renewal Accepted:

Signed: 
Mayor Laura Hill
City of Southlake

Date: 2/6/18



Approved as to Form and Legality:


City Attorney



ORIGINAL DOCUMENT
CITY OF SOUTHLAKE
Council Action: Y/N
Ord./Res. No. _____
Date Approved 2/7/2017

January 23, 2017

Alpine Tree Service Inc.
1900 Brumlow Ave.
Southlake, Texas 76092

Attn: Mr. Derek Neubauer

Subject: Notification of Contract Renewal for Tree Services for City of Southlake RFP1409B200TS140012

Dear: Mr. Neubauer:

The City of Southlake is providing notification of contract renewal, pending City Council approval, for "Tree Services for City of Southlake RFP1409B200TS140012". This renewal shall become effective February 17, 2017 pending City Council approval (CC Award date 2/7/2017) and shall continue in full force based on the terms and conditions of the initial award.

The terms and conditions proposed and accepted in this renewal agreement are as follows:

Line Items Awarded: All Items Primary Vendor with arborist per department needs
Payment Terms: Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
Method of Payment: Shall be made by purchasing card or purchase order.
Delivery Terms: FOB Destination
Delivery Locations: IF STATED IN RFB DOCUMENT
Term of Contract: Shall be effective for twelve months from date of renewal and is eligible for up to two (2) more one (1) year annual renewals.
City Contact: Tim Slifka 817-748-8312
Send all billing to City of Southlake
1400 Main Street, Suite 440, Accounts Payable
Southlake, TX 76092 or Email: accountspayable@ci.southlake.tx.us
Other Charges: The City of Southlake is a tax exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

Sincerely,

Tim Slifka
Purchasing Manager CPPO, CPPB
City of Southlake
1400 Main Street, Suite 440
Southlake, Texas 76092
tslifka@ci.southlake.tx.us
Fax: 817-748-8048

Contract Renewal Accepted.

Signed: Date: 2/7/2017

Mayor Laura Hill
City of Southlake

Attest:
Lori Payne, TRMC
City Secretary

Approved as to Form and Legality:

City Attorney



ORIGINAL DOCUMENT
CITY OF SOUTHLAKE
Council Action: Y/N

Ord./Res. No. _____
Date Approved 02-02-16

December 30, 2015

Alpine Tree Service Inc.
1900 Brumlow Ave.
Southlake, Texas 76092

Attn: Mr. Derek Neubauer

Subject: Notification of Contract Extension for Tree Services for City of Southlake RFP1409B200TS140012

Dear: Mr. Neubauer:

The City of Southlake is providing notification of contract extension, pending City Council approval, for "Tree Services for City of Southlake RFP1409B200TS140012". This extension shall become effective February 17, 2016 pending City Council approval (CC Award date 2-2-16) and shall continue in full force based on the terms and conditions of the initial award.

The terms and conditions proposed and accepted in this renewal agreement are as follows:

Line Items Awarded:	All Items Primary Vendor with arborist per department needs
Payment Terms:	Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
Method of Payment:	Shall be made by purchasing card or purchase order.
Delivery Terms:	FOB Destination
Delivery Locations:	IF STATED IN RFB DOCUMENT
Term of Contract:	Shall be effective for twelve months from date of renewal and is eligible for up to three (3) more one (1) year annual renewals.
City Contact:	Tim Slifka 817-748-8312
Send all billing to:	City of Southlake 1400 Main Street, Suite 440, Accounts Payable Southlake, TX 76092 or Email: accountspayable@ci.southlake.tx.us
Other Charges:	The City of Southlake is a tax exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

Sincerely,

Tim Slifka
Purchasing Manager CPPO, CPPB
City of Southlake
1400 Main Street, Suite 440
Southlake, Texas 76092
tslifka@ci.southlake.tx.us
Fax: 817-748-8048

Contract Renewal Accepted:

Signed: Date: 2-2-2016

Mayor Laura Hill
City of Southlake

Attest:
Lori Payne, TRMC
City Secretary



Approved as to Form and Legality

City Attorney



ORIGINAL DOCUMENT
CITY OF SOUTHLAKE
Council Action: Y/N
Ord./Res. No. _____
Date Approved 7/22/15

July 15, 2015


Alpine Tree Service Inc.
1900 Brumlow Ave
Southlake, Texas 76092

**Subject: Contract Amendment # 1 for Tree Services for City of Southlake
RFP1409B200TS140012**


Dear Mr. Neubauer:

The City of Southlake's contract for Tree Services for City of Southlake RFP1409B200TS140012 requests the following:

1. Removal of Services Without Certified Arborist and all associated pricing schedules. This will also remove the Primary Award for these services. Future contract renewals shall be for Services With a Certified Arborist only. All other terms and conditions of original contract are unchanged.
2. No other changes are requested


Sharen Jackson
Chief Financial Officer, City of Southlake

By signing this amendment, vendor is acknowledging and agreeing to the additions made to the terms and conditions as stated in the existing contract. Vendor must acknowledge receipt of this amendment by signing both copies and returning one signed original amendment to: City of Southlake Finance Department 1400 Main Street Suite 440 Southlake, Texas 76092 Attention Tim Slifka.


Signed:  Printed Name: Derek Neubauer
Title: President Company Name: Alpine Tree Service, Inc.
Dated: 7/22/15

Please call 817-748-8312 with any questions.

Sincerely,



Tim Slifka
Purchasing Manager CPPO, CPPB
tslifka@ci.southlake.tx.us
Fax: 817-748-8048

ATTEST:

LORI PAYNE, TRMG
CITY SECRETARY





ORIGINAL DOCUMENT
CITY OF SOUTHLAKE
Council Action Y/N
Ord./Res. No. _____
Date Approved 02-17-2015

February 11, 2015
Alpine Tree Service Inc.
1900 Brumlow Ave.
Southlake, Texas 76092

Attn: Mr. Derek Neubauer

Subject: Award of Contract for Tree Services for City of Southlake RFP1409B200TS140012

Dear Mr. Neubauer:

The City of Southlake is pleased to inform you that Alpine Tree Service, Inc. of Southlake, Texas is the Primary awarded vendor for "Tree Services for City of Southlake RFP1409B200TS140012" with arborist and without arborist. The award and this agreement are based on your proposal submission, copy enclosed. This is a multiple vendor award contract. Your company's is the Primary vendor for this contract. This award was approved by the City of Southlake City Council on 2-17-15.

The terms and conditions proposed and accepted in this agreement are as follows:

Line Items Awarded	All items Primary Vendor with and without Arborist per department needs.
Payment Terms:	Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
Estimated Quantities:	The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing the awarded items exclusively during the term of the contract from the successful vendors.
Method of Payment:	Shall be made by City procurement card or purchase order
Delivery Terms:	FOB Destination
Delivery Locations:	Vendor Delivery or City employee pick-up.
Term of Contract:	The term of awarded contract shall remain in effect for twelve months from date of initial City Council approval and is eligible for up to four (4) one (1) year annual renewals.
City Contact:	Tim Slifka 817-748-8312
Send all billing to:	City of Southlake 1400 Main Street, Suite 440, Accounts Payable Southlake, TX 76092 or via email to accountspayable@ci.southlake.tx.us
Other Charges:	The City of Southlake is a tax exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

Sincerely,

Tim Slifka, CPPO, CPPB
Purchasing Manager
City of Southlake
1400 Main Street, Suite 440
Southlake, Texas 76092
tslifka@ci.southlake.tx.us
Fax: 817-748-8048

Contract and Award Accepted:

Signed: Date: 02-17-2015
Mayor John Terrell
City of Southlake

Attest:


Lori Payne, TRMC
City Secretary

Approved as to Form and Legality:
 City Attorney

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- Appendix B (pages 9 through 20) must be included in the proposal submittal
- Appendix C Conflict of Interest Form (page 20) must be included in the proposal submittal.
- Vendor Vehicle and Equipment List
- Arborist Certification Information

All proposals submitted to the City of Southlake shall include this page with the submitted Proposal.			
RFP Number:	RFP1409B200TS140012		
Project Title:	PROVIDE TREE SERVICES		
Submittal Deadline:	3:00 P.M. (CST), FRIDAY NOVEMBER 14, 2014		
Submit electronically* to: www.securebidusa.com			
* Requires email account login and password.			
Proposer Information:			
Proposer's Legal Name:	Alpine Tree Service, Inc.		
Address:	1900 Brumlow Ave.		
City, State & Zip	Southlake, TX 76092		
Federal Employers Identification Number #	75-2896442		
Phone Number:	817-656-8733	Fax Number:	817-421-6863
E-Mail Address:	info@alpine-treeservice.com		
Proposer Authorization			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: <u>Derek Neubauer, President</u>			
Signature of Authorized Representative: 			
Signed this <u>4th</u> (day) of <u>November</u> (month), <u>2014</u> (year)			

I learned of this Request for Proposals by the following means:

- | | |
|--|--|
| <input type="checkbox"/> Newspaper Advertisement | <input checked="" type="checkbox"/> City E-mail Notification |
| <input type="checkbox"/> Southlake Website | <input type="checkbox"/> Cold Call to City |
| <input type="checkbox"/> Mailed Me a Copy | <input type="checkbox"/> Other |
| <input type="checkbox"/> SecureBid | |

Appendix B – Proposal (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Description of Products/Services	Rate
SERVICES WITH CERTIFIED ARBORIST ON STAFF		
1.	Pruning Services	
	Tree Pruning Services with a Two (2) Man Crew and Equipment per Scope of Services	\$ 145. ⁰⁰ /hour
	Tree Pruning Services with a Three (3) Man Crew and Equipment per Scope of Services	\$ 195. ⁰⁰ /hour
	Tree Pruning Services with a Four (4) Man Crew and Equipment per Scope of Services	\$ 245. ⁰⁰ /hour
2.	Right-of-Way Clearance	
	Roadway Right of Way Clearing Per Scope of Services	\$ 70. ⁰⁰ man/hour
3.	Tree Removal Services	
	2 man crew (1) tree climber – (1) ground man	\$ 150. ⁰⁰ /hour
	3 man crew (2) tree climber – (1) ground man	\$ 210. ⁰⁰ /hour
	Other Crew configuration. Please list. <i>4-man crew (2) tree climbers (2) ground men</i>	\$ 260. ⁰⁰ /hour

4.	Stump Grinding	
	Stump Grinding to Include All Stumps Regardless of Diameter Per Scope of Services	\$ <u>3.00</u> /inch
5.	Certified Arborist	
	Cost per hour for Certified Arborist to perform or supervise work as required or requested per Scope of Services	\$ <u>85.00</u> per hr. * <i>*Only for professional services of 1 hr or more.</i>
6.	Fertilization and Pesticide Application	
	Fertilization – soil injection / foliar	\$ <u>8.50</u> /inch \$ <u>.20</u> /sq.ft \$ <u>2.50</u> /gallon
	Pesticide Application – soil injection / foliar	\$ <u>10.00</u> /inch \$ <u>.25</u> /sq.ft \$ <u>3.00</u> /gallon
7.	Travel Charge	
	All vendor travel charges should be included in hourly rates listed above. If they are not please list travel charge per mile.	\$ <u>N/A</u> per mile after <u>N/A</u> miles
8.	Other Vendor Fees	
	Other Vendor Fees as Required. Please Describe.	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Our company currently includes/employs 5 ISA Certified Arborists. Every job we perform is set up, and intermittently or fully supervised by a Certified Arborist. Our tree treatments (fertilization & pesticide applications) are performed by a Certified Arborist in almost every case, and if not, heavily supervised by one.

Item #	Description of Products/Services	Rate
SERVICES WITHOUT CERTIFIED ARBORIST ON STAFF		
1.	Pruning Services	
	Tree Pruning Services with a Two (2) Man Crew and Equipment per Scope of Services	\$ 138. ⁰⁰ /hour
	Tree Pruning Services with a Three (3) Man Crew and Equipment per Scope of Services	\$ 186. ⁰⁰ /hour
	Tree Pruning Services with a Four (4) Man Crew and Equipment per Scope of Services	\$ 236. ⁰⁰ /hour
2.	Right-of-Way Clearance	
	Roadway Right of Way Clearing Per Scope of Services	\$ 69. ⁰⁰ man/hour
3.	Tree Removal Services	
	2 man crew (1) tree climber - (1) ground man	\$ 148. ⁰⁰ /hour
	3 man crew (2) tree climber - (1) ground man	\$ 204. ⁰⁰ /hour
	Other Crew configuration. Please list. 4 Man crew (2) Tree Climber, (2) ground men	\$ 254. ⁰⁰ /hour
4.	Stump Grinding	
	Stump Grinding to Include All Stumps Regardless of Diameter Per Scope of Services	\$ 3. ⁰⁰ /inch
5.	Fertilization and Pesticide Application	
	Fertilization - soil injection / foliar	\$ 8. ⁵⁰ /inch \$.20 /sq.ft \$ 2. ⁵⁰ /gallon
	Pesticide Application - soil injection / foliar	\$ 10. ⁰⁰ /inch \$.25 /sq.ft \$ 3. ⁰⁰ /gallon
6.	Travel Charge	
	All vendor travel charges should be included in hourly rates listed above. If they are not please list travel charge per mile.	\$ NA per mile after NA miles
7.	Other Vendor Fees	
	Other Vendor Fees as Required. Please Describe.	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective for twelve months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

FIRST ADDITIONAL YEAR (FY 2015-2016) ESCALATION.....	<u>0</u> %
SECOND ADDITIONAL YEAR (FY 2016-2017) ESCALATION.....	<u>0</u> %
THIRD ADDITIONAL YEAR (FY 2017-2018) ESCALATION	<u>0</u> %
FOURTH ADDITIONAL YEAR (FY 2018-2019) ESCALATION.....	<u>0</u> %

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years experience the business has: 19; and the number of employees: 22.

D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. **References**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: <u>City of Southlake</u>	
Contact Name: <u>Joe Walsh</u>	Contact Title: <u>Supervisor - Streets & Drainage</u>
Phone: <u>817-748-8604</u>	Email: <u>jwalsh@ci.southlake.tx.us</u>
Date and Scope of Work Provided: <u>Tree pruning, ROW clearing, tree removal + stump grinding (Current tree services contractor for Southlake since 2010.)</u>	

Reference #2:

Client / Company Name: <u>City of Southlake</u>	
Contact Name: <u>Mike Reasoner</u> or <u>Marvin Mathans</u>	Contact Title: <u>Parks Manager</u> + <u>Parks Supervisor</u>
Phone: <u>817-748-8603 + 817-748-8034</u>	Email: <u>mreasoner@ci.southlake.tx.us</u> <u>mathans@ci.southlake.tx.us</u>
Date and Scope of Work Provided: <u>Tree pruning, tree removal, stump grinding, fertilization + pesticide application (Current tree services contractor for Southlake since 2010.)</u>	

Reference #3:

Client / Company Name: <u>City of North Richland Hills</u>	
Contact Name: <u>Gary Bechtold</u>	Contact Title: <u>Parks Superintendent</u>
Phone: <u>817-427-6629</u>	Email: <u>gbechtold@nrhtx.com</u>
Date and Scope of Work Provided: <u>Tree pruning, tree removal, stump grinding, fertilization + pesticide application (Current & past tree services contractor for NRH - under contract since 2010.)</u>	

Reference #4:

Client / Company Name: <u>BISD (Birdville Independent School District)</u>	
Contact Name: <u>Travis Maclin</u>	Contact Title: <u>Grounds Supervisor</u>
Phone: <u>817-547-5858</u> or <u>817-924-6152</u>	Email: <u>Travis.maclin@birdville.schools.net</u>
Date and Scope of Work Provided: <u>We have provided BISD with tree pruning, tree removal, stump grinding and brush clearing on numerous projects for over 12 years.</u>	

6. **Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal ___ (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

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

Yes, Others can purchase; **No, Only the City can purchase.**

8. **Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____.

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

I. **Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

B. Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: A person must file a conflict of interest questionnaire with the City if the person has a employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members appointed by the Mayor or City Council members;
4. Directors of 4A and 4B development corporations;
5. the executive directors or managers of 4A and 4B development corporations, and
6. Directors of the City of Southlake who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government officer was a political contribution, a gift to a member of the officer's family from a family member, a contract or purchase of less than \$2,500 or a transaction at a price and subject

to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "conflict of interest questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this Guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's internet website.*

ENFORCEMENT: Failure to file a questionnaire is a class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a conflict of interest questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

<p>This questionnaire reflects changes made to the law by H.B. 1491, 2008 Leg. Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001, (a) with a local governmental entity and the person meets requirements under Section 176.002(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.003, Local Government Code. A person commits an offense if the person knowingly violates Section 176.002, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received:</p>
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1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the proper state filing authority not later than the 7th business day after the date you become aware of changes in completion or incompleteness.)

3. Name of local government entity with whom there has been employment or business relationship.

This section with 3 including all parts, A, B, C, and D, must be completed for each officer with whom the filer has a vendor or other business relationship as defined by Section 176.001(a) of the Local Government Code. Attach additional pages to this form if necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than income received from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire a vendor of the local government entity named in this section and the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer named is a director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government entity named in this section.

4. Signature of filer of questionnaire

Date



1900 Brumlow Avenue
Southlake, Texas 76092
817-656-8733 office ~ 817-421-6863 fax
info@alpinetreeservice.com

Equipment List

<u>Quantity</u>	<u>Item</u>
5	Tree Service Chip Trucks (Forestry Bodies) <ul style="list-style-type: none">• 4 - 2013 Hino 338 w/Southco 1472, 20-cubic yard forestry body• 1 - 2013 Hino 338 Hook lift container truck with Swaploader SL-180 hoist and Southco 1472, 20-cubic yard forestry body (removable) or roll-off containers of 20 cubic yard capacity as needed
6	18" Capacity Bandit Wood Chippers (All chippers include rear mounted winches.) <ul style="list-style-type: none">• 3 - 2012 Bandit 1590XP, 142 HP, 18" diameter capacity• 2 - 2013 Bandit 1590XP, 142 HP, 18" diameter capacity• 1 - 2014 Bandit 1590XP, 142 HP, 18" diameter capacity (to be delivered by 12/31/14)
1	2006 Isuzu Spray Truck <ul style="list-style-type: none">• 1 - Multi-purpose 4-tank configuration (1-400 gallon, 1-300 gallon, 2-50 gallon capacity tanks)
1	Smith 210 CFM Industrial tow-behind air compressor <ul style="list-style-type: none">• 2 Air Spades
2	Bandit Stump Grinders <ul style="list-style-type: none">• 1 - 2012 Bandit Stump Grinder 2450, 44.2 HP• 1 - 2012 Bandit Stump Grinder 2250, 27 HP
1	Stump Grinding Truck <ul style="list-style-type: none">• 1 - 2015 Ford F250 with Royal service body
1	Aerial Lift <ul style="list-style-type: none">• 1 - 2013 Platform Basket 18.90 (60' working height) all-terrain aerial lift
2	Trailer <ul style="list-style-type: none">• 1 - 2014 Diamond C18' tilt-deck, flatbed trailer for aerial lift• 1 - 2011 Cargo Mate enclosed trailer for stump grinder
5	Arborists' Trucks <ul style="list-style-type: none">• 4 - 2010 Ford F150• 1 - 2014 Ford F150



1900 Brumlow Avenue
Southlake, Texas 76092
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info@alpinetreeservice.com

Outline of Services, Experience and Staff

Alpine Tree Service has been in business since 1996 and has maintained an excellent reputation by providing our services with the highest regard to quality, safety, and overall professionalism.

Alpine Tree Service provides professional services of tree pruning, tree removal, brush chipping, stump grinding, consultation, fertilization, insect control and disease control. We also offer root flare excavation and aeration by means of an Air Spade tool and operator. If needed, we own an all-terrain, 60' working height aerial lift to assist in the occasional dead tree too hazardous to climb, or positioned in a way where the lift is the safer, more efficient method.

We employ 5 ISA Certified Arborists/Estimators, three of which are also TDA Licensed Pesticide Applicators:

Derek Neubauer (owner), 19 years with Alpine Tree Service, Certified Arborist TX 1273A since 2001

Jeremy Patterson, 14 years with Alpine Tree Service, Certified Arborist TX 3228A since 2003

Cory Herpel (BS Environmental Conservation, MS Horticulture), 4.5 years with Alpine Tree Service, Certified Arborist TX 3753A since 2010

Wesley Rivers (BS Urban Forestry), approx. 3 months with Alpine Tree Service, Certified Arborist TX 3642A since 2009

Kenneth Shook, approx. 1.5 years with Alpine Tree Service, Certified Arborist NE 0330A since 1999

Each Arborist has maintained their CEU's as required and attended many additional training/educational opportunities beyond what is required by ISA.

We employ 5 crew leaders varying in tenure from a minimum of 5 years, to our most senior crew leader of 16 years. Each of these crew leaders have participated in numerous hours of classroom and field training and adhere strictly to ANSI A300 and ANSI Z133.1 Standards. We also employ 10 other crew members, whom operate as climbers and groundsmen as scope of work requires. Our service employees are thoroughly trained in these areas and consistently adhere to the aforementioned textbook standards. We have 1 Office Manager and 1 Administrative Assistant handling the administration in our office. Our trucks, chippers and equipment are all purchased new, kept clean and well maintained at all times. Our field service employees are uniformed and wear ANSI Class 2 traffic safety vests at all times. Every company vehicle we own has a GPS tracking system installed with verifiable updates of whereabouts every 2 minutes. These trip reports are archived within the software database and can be made available days, weeks, or even months later if required.

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us



NURSERY/FLOREAL CERTIFICATE OF REGISTRATION

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

ALPINE TREE SERVICE
1900 BRUMLOW AVE
SOUTHLAKE TX 76092

Client Name: ALPINE TREE SERVICE INC
TDA Client No: 00355492

CERTIFICATE NO: 0609118

CERTIFICATE TYPE: NURSERY FLORAL CLASS 1

Effective Date: September 30, 2014

Expiration Date: September 30, 2015

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COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

KENNETH SHOOK
4204 LITTLE BEND COURT
KELLER TX 76244

TDA Client No. 00522693
TDA License No. 0632876
Effective Date: October 31, 2014
Expiration Date: October 31, 2015

CATEGORIES:
3A

TEXAS DEPARTMENT OF AGRICULTURE

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P. O. BOX 12847 AUSTIN, TX 78711-2847
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COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

CORY HERPEL
1900 BRUMLOW AVE
SOUTHLAKE TX 76092

TDA Client No. 00335532
TDA License No. 0606665
Effective Date: August 31, 2014
Expiration Date: August 31, 2015

CATEGORIES:
3A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Alpine Tree Service, Inc.
Southlake, TX United States

Certificate Number:
2018-304507

Date Filed:
01/22/2018

Date Acknowledged:
1/30/18 *[Signature]*

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Southlake

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP1409B200TS140012
Tree services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Neubauer, Derek	Colleyville, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Derek Neubauer, and my date of birth is 4/25/1973.

My address is 7504 John McCain Rd, Colleyville, TX, 76034, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)