



SUBMIT TO: CITY OF BUNKER HILL VILLAGE CITY SECRETARY'S OFFICE 11977 MEMORIAL DRIVE. HOUSTON, TX 77024		REQUESTS FOR PROPOSALS (RFP)	
MAILING DATE	TITLE Emergency Debris Removal	NUMBER 25-02 PROPOSAL WRITER	CLOSING DATE & TIME August 20, 2025 9:00 A.M.
PRE-PROPOSAL DATE, TIME AND LOCATION N/A			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL		TAXPAYER IDENTIFICATION NUMBER	
MAILING ADDRESS		NO PROPOSAL: If not submitting a Proposal, state reason below and return one copy of this form	
CITY-STATE-ZIP			
PHONE:		EMAIL:	
FAX:		WEB ADDRESS:	
Proposals are firm for Acceptance for 90 days Yes <input type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>			
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Bunker Hill Village the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the City of Bunker Hill Village all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Bunker Hill Village. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.			
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
Please initial by all that apply. I acknowledge receipt of the following addendum(s): Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____			

Please note the following:

- This page must be completed and returned with your bid. (
- Proposals must be submitted in a sealed envelope, marked with bid number & closing date (unless submitted electronically.)
- Proposals received after the above closing date and time will not be accepted.

Legal Notice

**NOTICE TO PROPOSERS
PROPOSAL NO. 25-02**

The City of Bunker Hill Village, Texas invites you to submit a sealed proposal for:

Emergency Debris Removal

Sealed proposals shall contain an three (3) original proposals with one (1) USB Drive. Proposals to be received by the City of Bunker Hill Village, Texas on or before **August 20, 2025 at 9:00 a.m. Central Time in the Office of the City Secretary, 11977 Memorial Drive, Houston, TX 77024.** Proposals will be publicly opened and read on **August 20, 2025 at 9:05 a.m. Central Time at 11977 Memorial Drive, Houston, TX 77024.**

Request for Proposals documents may be obtained **on the City of Bunker Hill Village's Website**

Proposals may be either mailed or hand delivered to the City Secretary's Office, **11977 Memorial Drive, Houston, TX 77024.** Any Proposals received after the above stated time will be returned to the Proposer unopened.

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any Proposals in whole or in part with or without cause; and accept the Proposal which best serves the City.

CAUTION: It is the Proposer's responsibility to ensure that Proposals are received in the City Secretary's Office prior to the date and time specified above. Receipt of a Proposal in any other City office does not satisfy this requirement.

Published: Houston Chronicle and on the City of Bunker Hill Village's website.

Publish: **July 30 and August 6, 2025**

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CITY OF BUNKER HILL VILLAGE

STANDARD PURCHASE DEFINITIONS (RFP)

The City will use the following definitions in instructions to Proposers, terms and conditions, special provisions, technical specifications and any other solicitation documents.

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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| <ol style="list-style-type: none"> 1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word. 2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation. 3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year. 4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract. 5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. 6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract 7. Bids are responses to an Invitation for Bids. 8. City means the City of Bunker Hill Village. 9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property. 10. Contractor means the person, firm or entity selling goods or services to the City under a Contract. Vendor may be utilized interchangeably. 11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder. 12. Due Date means the date and time specified for receipt of Bids. 13. Goods are supplies, materials, or equipment. 14. Invitation for Bid (IFB) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper. Request for Proposal may be utilized | <p>interchangeably as noted.</p> <ol style="list-style-type: none"> 15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process. 16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid. 17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc. 18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications. 19. Pre-Bid Conference means a conference conducted by the City Secretary's Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications. 20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc. 21. Purchase Order is an order placed by the Finance Department for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price. 22. Services include all work or labor performed for the City on an independent contractor basis other than construction. 23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation. 24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract. |
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25. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for other

CITY OF BUNKER HILL VILLAGE GENERAL REQUIREMENTS FOR PROPOSALS

These instructions are standard for all contracts for commodities or services issued through the City of Bunker Hill Village City Secretary's Office. General Requirements apply to all advertised bids/proposals; however, these may be superseded, whole or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **TERM CONTRACTS**

The City of Bunker Hill Village acceptance of Bidder/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the specifications under PERIOD OF CONTRACT

2. **ANTI-LOBBYING PROVISION**

DURING THE PERIOD BETWEEN THE PROPOSAL MAILING DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE BUNKER HILL VILLAGE CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

THIS PROVISION IS NOT MEANT TO PRECLUDE PROPOSERS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL PROPOSERS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE PROPOSAL PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE PROPOSER'S PROPOSAL...

3. **POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a bid/proposal for services on a City of Bunker Hill Village project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid/proposal, that bid/proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by City of Bunker Hill Village.

4. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

5. **GOVERNING LAW**

This bid/proposal solicitation is governed by the competitive bidding requirements of the CITY and Texas Local Government Code §252, as amended. Bidders/Proposers shall comply with all applicable federal, state and local laws and regulations. Bidder/Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the City of Bunker Hill Village may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

6. **APPLICABLE LAW AND VENUE**

Any agreement resulting from this RFP shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

7. **IMMIGRATION REFORM and CONTROL ACT (IRCA)**

The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act ([Pub.L. 99-603](#), 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.

CITY OF BUNKER HILL VILLAGE**8. INTERLOCAL PARTICIPATION**

- 8.1.** The City may enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider or separate contract with each Entities, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid, however each Entity will be responsible for their own contract with VENDOR that will be independent of City contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- 8.2.** In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 8.3.** Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.
- 8.4.** Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

9. ADDENDA

When specifications are revised, the City of Bunker Hill Village City Secretary's Office will issue an addendum addressing the nature of the change. Bidders/Proposers must sign and include it in the returned bid/proposal package.

10. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

11. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Bunker Hill Village to restrict these bids/proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders/Proposers may offer items of equal stature and the burden of proof of such stature rests with bidders/proposers. The City of Bunker Hill Village shall act as sole judge in determining equality and acceptability of products offered.

12. RECYCLED MATERIALS

City of Bunker Hill Village encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. City of Bunker Hill Village will be the sole judge in determining product preference application.

13. INSPECTIONS & TESTING

City of Bunker Hill Village reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder/proposer cannot furnish a sample of a bid/proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid/proposal as inadequate.

14. PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Proposal Pricing form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid/proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

15. PROPOSAL FORM COMPLETION

Unless otherwise specified, Proposers must use the proposal forms supplied by the City Secretary's Office. Fill out and return to the City Secretary's Office. An authorized representative of the proposer should sign the Proposal Sheet. The contract will be binding only when signed by the City of Bunker Hill Village, funds are certified by the CITY Controller, as applicable, and a Purchase Order issued.

CITY OF BUNKER HILL VILLAGE**16. SCANNED OR RE-TYPED RESPONSE**

If in its bid/proposal response, bidder/proposer either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the bid/proposal response made by bidder/proposer, the City's bid/proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the City's published bid/proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

17. PROPOSAL RETURNS including ALTERNATE PROPOSALS

PROPOSER shall return three (3) printed "**ORIGINAL**" and one (1) USB Drive marked "**COPY**" of the proposal in a sealed envelope or package of comparable size. **Please affix the label found on page 38 to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your proposal to ensure proper delivery!**

Only one proposal per envelope. Alternate proposals shall be in a separate envelope and marked as Alternate Proposal (as needed).

Proposers must return all completed bids to:

City of Bunker Hill Village
City Secretary's Office
11977 Memorial Drive
Houston, Tx 77024

by the date and time specified. **Late proposals will not be accepted and discarded unopened.**

18. SUPPLEMENTAL MATERIALS

Bidders/Proposers are responsible for including all pertinent product data in the returned bid/proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid/proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder/proposer wishes to include as a condition of the bid/proposal, must also be in the returned bid/proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid/proposal.

19. DISQUALIFICATION OF BIDDER/PROPOSER

Upon signing this bid/proposal document, a bidder/proposer offering to sell supplies, materials, services, or equipment to the City of Bunker Hill Village certifies that the bidder/proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids/proposals may be rejected if the CITY believes that collusion exists among the bidder/proposers. Bids/Proposals in which the prices are obviously unbalanced may be rejected. If multiple bids/proposers are submitted by a bidder/proposer and after the bids/proposals are opened, one of the bids/proposals is withdrawn, the result will be that all of the bids/proposals submitted by that bidder/proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids/proposals for different products or services.

20. AWARD OF CONTRACT

20.1. Per Section § 252.043 of the Texas Local Government Code;

20.1.1. In determining the best value for the municipality, the municipality may consider:

- (a) the purchase price;
- (b) the reputation of the Bidder and of the Bidder's goods or services;
- (c) the quality of the Bidder's goods or services;
- (d) the extent to which the goods or services meet the municipality's needs;
- (e) the Bidder's past relationship with the municipality;
- (f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (g) the total long-term cost to the municipality to acquire the Bidder's goods or services; and
- (h) any relevant criteria specifically listed in the Request for Proposals.

20.2. The City reserves the right to make an award on the basis of low line item, low total of lines items, or in any other combination that serves the best interest of the City and to reject any and all Proposals or line items at the City's sole discretion. **For the purpose of evaluation, any item left blank will be deemed "No response".**

20.3. The City reserves the right to accept any item or group of items on this Proposal, unless the Bidder qualifies his/her Proposal by specific limitations and/or unless otherwise specified in Special Conditions.

20.4. A written award of acceptance and appropriation mailed or otherwise furnished to the successful Proposal results in a binding contract without further action by either party.

CITY OF BUNKER HILL VILLAGE

- 20.5.** Breaking of tie Proposals shall be in accordance with the Texas Local Government Code § 271.901.
- 20.6.** Although the information furnished to Bidder specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.
- 20.7.** The City of Bunker Hill Village reserves the right to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Proposals.

21. EVALUATION

Evaluation shall be used as a determinant as to which bid/proposal items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids/proposals are subject to tabulation by the City of Bunker Hill Village City Secretary's Office and recommendation to the governing body. Compliance with all bid/proposal requirements, delivery and needs of the using department are considerations in evaluating bids/proposals. The City of Bunker Hill Village City Secretary's Office reserves the right to contact any bidder/proposer, at any time, to clarify, verify or request information with regard to any bid/proposal.

22. PROTESTS

- 22.1.** All protests regarding the solicitation process must be submitted in written form to the City Secretary within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- 22.2.** Post-award protests must be submitted in written form to the City Secretary within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall;
 - 22.2.1.** Come from an actual bidder or proposer for the contract, and
 - 22.2.2.** Who claim to be the rightful awardee. That is, the protest is not valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.
- 22.3.** The City Secretary, having authority to make the final determination, will respond within 10 working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

23. CONTRACT OBLIGATION

The City of Bunker Hill Village City Council must award the contract and the Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Bunker Hill Village or the bidders. Department heads are NOT authorized to sign agreements for the City of Bunker Hill Village. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

25. FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the City of Bunker Hill Village. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

26. GRANT FUNDING

Any contract entered into by the CITY that is to be paid from grant funds may be limited to payment from the grant funding and the vendor/provider understands that the CITY has not set aside any CITY funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

27. INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City. A certificate of insurance naming the City of Bunker Hill Village as an additional insured and verifying

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that the insurance requirements as listed within this solicitation must be submitted to the City of Bunker Hill Village within ten (10) business days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in proposal specifications. Failure to provide this document may result in disqualification of proposal.

A copy of the certificate shall be provided to the City Secretary's Office.

28. WAIVER OF SUBROGATION

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against City of Bunker Hill Village as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

29. TERMINATION

The City of Bunker Hill Village reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Bunker Hill Village may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

30. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty (30) days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice sixty days prior to the date of cancellation of the contract. The City of Bunker Hill Village may terminate the contract without cause upon 30 days written notice.

31. INDEMNITY

31.1. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO BID ACTIVITIES UNDER THIS BID, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

31.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

31.3. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

32. PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without a City of Bunker Hill Village Purchase Order, signed by an authorized agent of the City of Bunker Hill Village City Secretary's Department. The fastest, most reasonable

CITY OF BUNKER HILL VILLAGE

delivery time shall be indicated by the bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by City of Bunker Hill Village without prejudice to other remedies provided by law. Where delivery times are critical, the City of Bunker Hill Village reserves the right to award accordingly.

33. DELIVERY OF GOODS/SERVICES

- 33.1.** All materials are to be delivered to a City of Bunker Hill Village designated facility.
- 33.2.** Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid.
- 33.3.** Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the City Secretary. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- 33.4.** The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
- 33.5.** When delivery is not met as provided for in the contract, the City Secretary reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the City Secretary's Office.

34. SAFETY DATA SHEETS (SDS)

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

35. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Bunker Hill Village until City of Bunker Hill Village actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 7:00 a.m. and 4:00 p.m., Monday through Thursday, 7:00 a.m.-11:00 a.m. Fridays. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

36. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Bunker Hill Village may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, City of Bunker Hill Village may correct at the bidder's expense.

37. INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY Finance office. Failure to provide this information may

CITY OF BUNKER HILL VILLAGE

result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

- 37.1.1.** A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete and receive a letter of completion from City for all work. Retainage will be held until final reconciliation is complete. Portions of the retainage may be withheld by City to repair any damage caused by contractor to public and private property.

38. TAXES

The City of Bunker Hill Village is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City of Bunker Hill Village claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the City of Bunker Hill Village City Secretary's Office.

39. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Bunker Hill Village City Secretary's Office. Any such assignment or transfer shall not release vendor from all contractual obligations.

40. CONTRACT RENEWALS

Renewals may be made **ONLY** by written agreement between the City of Bunker Hill Village and the bidder.

- 40.1.** No request for a price escalation will be considered for the initial term of the contract period. Requests for price escalation at the time of contract renewal may be made under the following conditions:

- 40.1.1.** Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation;

or

- 40.1.2.** Such adjustment shall be based on the latest **NON-PRELIMINARY** 12-Month Percent Change in the Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, Houston-Galveston-Brazoria, TX, Services (**Series ID NAICS 562100**) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Any requested adjustment shall be fully documented and submitted to the City at the time the Contractor agrees to an extension. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. If documentation is not provided, a price increase will not be allowed.

- 40.1.3.** The City reserves the right to accept or reject the price increase;

- 40.1.4.** In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

41. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS

The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 914. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

The questionnaire is to be filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(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 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The CIQ Form can be located at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

42. CERTIFICATE OF INTERESTED PARTIES

The Texas Ethics Commission adopted Form 1295 (Certificate of Interested Parties) pursuant to H.B. 1295. Effective September 1, 2015, Chapter 2252 of the Texas Government Code requires that a business entity (any vendor or person) doing business with a local government entity may not enter into a contract unless the business entity has first submitted a completed Certificate of Interested Parties Form 1295 to the government entity.

The 1295 Form can be located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

43. NO ISRAEL BOYCOTT

CITY OF BUNKER HILL VILLAGE

The Proposer certifies and verifies that it does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Request for Proposal and that this certification is true, complete, and accurate.

44. PREVAILING WAGES

It shall be mandatory upon the Contractor to whom the contract is awarded to pay not less than the said prevailing rates of wages to all workers employed by him in the execution of the contract pursuant to Texas Government Code, Chapter 2258.

45. CHANGES IN SCOPE OF WORK

The City may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

CITY OF BUNKER HILL VILLAGE**SPECIAL CONDITIONS****1. QUESTIONS AND ADDENDUM**

All questions that Proposers wish to have addressed and that might require an addendum must be submitted in writing to **the City Secretary via (as specified)**. Questions must be received at least seven (7) days prior to the Proposal due date or by the listed deadline. If required, written addendum will be issued within four (4) days to all Proposers who have been sent a copy of this RFP as well as posted on the City of Bunker Hill Village's website (or other as specified herein). PLEASE NOTE: No portion of your proposal response can be sent via fax or e-mail. **All addendum issued must be signed and returned with Proposal.**

2. BONDS/INSURANCE

The Contractor may be asked to execute and deliver to the CITY, within five (5) days after receiving notice of activation a Performance Bond, Payment Bond, or Unconditional Irrevocable Letter of Credit payable to the CITY, in the face amount of one million dollars (\$1,000,000) as surety for faithful performance under the terms and conditions of the contract. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Texas, and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the CITY, drawn on a bank acceptable to the CITY, and issued in favor of the CITY.

Acknowledgment and agreement are given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the CITY in the event of a material breach of the Agreement by the Contractor. In the event the contractor has multiple contracts with other jurisdictions, this Performance Bond will ensure the City of Bunker Hill Village dedicated resources for assistance in the event of a disaster.

Any surety or letter of credit shall state that either cannot be cancelled or terminated without having first provided the City of Bunker Hill Village 90 days' notice.

3. ELIGIBILITY

To be eligible to respond to this RFP, the Proposer must demonstrate that service, replacement, and repair of commodity is their primary business and they have been actively engaged in this line of work for a minimum of five (5) years. The Proposer must have successfully completed services similar to those specified in the Scope of Work section of this RFP, and be normally and routinely engaged in performing such services. They should be properly and legally licensed as necessary, such as an authorized distributor/installer, to perform such work.

The Proposer shall provide references as evidence of experience. To be considered for award, Proposer must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed project/completion schedule; have a satisfactory record of performance; be otherwise qualified and eligible to receive award.

4. The contractor's company shall be currently engaged in emergency disaster services on a full-time basis, year-round, for a minimum of three years, with dedicated management & administrative support staff, in-house employees and company owned equipment. The contractor may supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures. The contractor shall provide references as evidence of experience and a current list of clients to prove an ongoing business operation. A statement detailing the company's net worth or a letter of credit from a Banking Institution shall be provided as evidence of financial resources to perform under the contract. If a letter of credit is required, the City of Bunker Hill Village shall be named as obligee.

5. SEALED PROPOSALS

Three (3) original and one (1) USB drive marked copy of the sealed proposals must be **received** on or before the closing date and time to be considered.

6. **Closing date, time, and location:**
August 20, 2025 9:00 AM CST

**City of Bunker Hill Village
City Secretary's Office
11977 Memorial Drive.
Houston, Tx 77024**

7. ORAL PRESENTATION

At their discretion, the City may require any proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the proposer to clarify the proposal for the City. The City will schedule any such presentations if deemed necessary.

CITY OF BUNKER HILL VILLAGE

8. EVALUATION AND AWARD

Award of a contract shall be based on the criteria listed on page 28.

The City reserves the right to accept or reject any or all proposals, waive minor technicalities, and award the proposal to best serve the interest of the City.

Past performance of Proposers in furnishing goods and services to the City will be considered in determining the award.

9. DEFINITIONS

- a. Chipping: Reducing wood related material by mechanical means into small pieces to be used as mulch. Chipping and mulching are often used interchangeably.
- b. Debris: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.
- c. Debris, Construction and Demolition (C&D): Material generated from damaged or destroyed structures including, but not limited to: wood waste (lumber), insulation, gypsum board, glass, concrete, asphalt, bricks, roofing shingles, and roofing tiles. Much of this material can be recycled, if recycling facilities are available.
- d. Debris, Non-Vegetative: Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting. Some non-vegetative debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.
- e. Debris, Vegetative: Includes, but not limited to, trees, limbs, branches, and foliage that have been broken, destroyed, or displaced by a natural disaster.
- f. Debris Clearance: Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.
- g. Debris Removal: Picking up debris and taking it to a temporary storage site or permanent landfill.
- h. Debris Disposal: Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.
- i. Final Disposal Site: Site to be identified and secured by the Contractor prior to the start of each hurricane season for the disposal of vegetative debris.
- j. Garbage: Waste that is regularly picked up by the government agency. Example: food, plastics, wrapping, papers.
- k. Hanging Limbs (Hangers): Hazardous limbs generally are limbs greater than 2 inches in diameter that are still hanging in the tree and are threatening a public-use area, such as a trail, sidewalk, or road.
- l. Hazardous Waste: Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive.
- m. Household Hazardous Waste: Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.
- n. Leaning Trees (Leaners): Hazardous trees that are unstable and threatening a public-use area, such as a trail, sidewalk, or road.
- o. Loose Materials: Material with a diameter of 2 inches or less and a length of 2 feet or less.
- p. Recycling: The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value.
- q. Rights-of-Way: The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.
- r. Storage Site: A location secured by the Contractor where debris is temporarily stored until it is reduced in volume

CITY OF BUNKER HILL VILLAGE

and/or taken to a permanent landfill, recycling center, or other final disposal site.

- s. Stumps: Tree stumps with base cut measurements less than 24 inches in diameter will be disposed of with the same methods used for other vegetative debris. Tree stumps larger than 24 inches in diameter will be disposed of by chipping/grinding.
- t. White Goods/Metals: Household appliances, such as refrigerators, freezers, stoves, washers, and dryers.

CITY OF BUNKER HILL VILLAGE
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Remedies

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall give the other party a written notice citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within thirty (30) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective thirty (30) days after the end of such thirty (30) day period.

2. Termination

The City of Bunker Hill Village ("City") reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Bunker Hill Village may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

3. Termination - Notice

Either party may cancel the contract at any time after award. The City shall be required to give the vendor written notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract. The City may terminate the contract without cause upon 30 days written notice.

4. Compliance with the Contract Work Hours and Safety Standards Act

(40 U.S.C 3701 -3708) Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 E.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 20 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

a. Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$100 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. Withholding for unpaid wages and liquidated damages

The City of Bunker Hill Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CITY OF BUNKER HILL VILLAGE**5. Clean Air Act**

Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Bunker Hill Village, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

6. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the City of Bunker Hill Village, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

7. Energy Policy and Conservation Act

Contractor must maintain compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Bunker Hill Village. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and the City of Bunker Hill Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. Federal Procurement Requirements

All portions of this bid must comply with Federal Procurement Requirements found in 2 CFR § 200.318 through 200.326.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CITY OF BUNKER HILL VILLAGE

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

Procurement of Recovered Materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Changes

Prices for all goods and/or services shall be firm for the duration of this contract. No price changes, additions, or subsequent qualifications will be honored during the course of the contract.

Access to Records

(1) The contractor agrees to provide the City of Bunker Hill Village, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

CITY OF BUNKER HILL VILLAGE**No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

****NOTE – SIGNATURE REQUIRED ON PREVIOUS PAGE AND MUST BE SUBMITTED WITH BID PACKET.***

CITY OF BUNKER HILL VILLAGE**SPECIFICATIONS****1. SCOPE:**

The City of Bunker Hill Village is seeking a contract from experienced firms to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household combustible garbage) from public property and public rights of ways within the municipal boundaries of The City of Bunker Hill Village immediately after a hurricane or any other natural or man-made disaster. The objective of this RFP and subsequent contracting activity is to secure the services of an experienced Contractor who is capable of efficiently removing very large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The Contractor must be capable of assembling, directing and managing a workforce that can complete the debris management operations in a maximum of 90 days.

2. TERM OF AWARD:

The initial term of this agreement shall be for three (3) years from the date of City Council approval. The City has the right to extend the contract period for two (2) additional, one (1) year periods upon mutual agreement between the City and the Contractor.

3. DEBRIS MANAGEMENT:

Planning for debris management operations is a function of the City of Bunker Hill Village's Office of Emergency Management and Public Works Department. In addition to using City personnel and equipment, the City will employ a Contractor to remove and dispose of disaster-generated debris. The awarded Contractor will serve as the General Contractor throughout the mobilization of debris removal activities. Contractor may use a Subcontractor who meets the obligation of the contract. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms to the maximum extent practicable.

a. Request for Mobilization:

When a major disaster occurs or is imminent, the City will contact the Contractor to advise them of the City's intent to activate the contract. Debris removal will generally be limited to debris in, upon, or brought to the public streets and roads, public rights-of-way, municipal properties and facilities and other public sites. Contractors will be responsible for determining the method and manner of debris removal, consistent with the City's debris management plan. Disposal of all debris must be coordinated by the City of Bunker Hill Village to insure proper monitoring. Within 24 hours of receiving the Notice to Proceed, the Contractor will send a management team to the City to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. The Contractor should anticipate receiving such notice 48 to 72 hours before projected landfall of a hurricane.

- b.** The Contractor's debris removal operations shall include multiple, scheduled passes of each site, location, or right-of-way. This will allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses. The City will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

4. DESCRIPTION OF SERVICES:

Proposer must provide a detailed description of the services that will be provided upon issuance of each Notice to Proceed. The description must, at a minimum, include the following:

- a.** A general Operations Plan describing the method and manner of debris removal and lawful disposal that will be employed for disaster-generated debris. That Plan should demonstrate how Contractor satisfies the requirements of the project as described herein. A detailed description of the general sequence of debris removal operations to be performed. A detailed description of the resources (workforce and equipment) to be employed along with the sources of those resources, i.e. a list of subcontractors with whom the submitter has agreements for post-disaster support. A description, including maps to illustrate locations, of the areas where the Contractor anticipates performing debris management operations, including but not limited to TDMS sites for reduction, recycling, sorting, etc., and disposal sites.
- b.** An estimate of the time required to complete the removal and lawful disposal up to 100,000 cubic yards of C & D Waste and Green Waste in the event of a named tropical storm or hurricane, or other catastrophic disaster. Note that the specified time for completion of the removal and disposal operations is 90 days (unless otherwise stated).
- c.** A description of how Contractor will ensure that all debris management operations are performed in compliance with all applicable regulations and permits.
- d.** A description of the manner in which volumes of debris processed at debris management sites shall be estimated for monthly progress payment purposes.
- e.** A description of any subcontracts to be utilized in performing these services.
- f.** Proposer shall describe any exceptions taken to the requirements stated in this RFP.
- g.** Proposer shall describe any proposed changes to the scope of work or the debris management methodology described in this RFP.
- h.** Proposer, upon receiving a Notice to Proceed letter from the City of Bunker Hill Village, shall immediately execute the required Performance and Payment Bonds. Contractor can expect a Notice to Proceed within the 24

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hours following landfall of a hurricane or occurrence of other disaster. Additional task orders will be issued for debris removal, reduction, and disposal within the City.

5. CURBSIDE SEGREGATION

Curbside segregation of debris and disaster-generated or related wastes will be an element of the City's disaster recovery program. The debris removal and disposal Contractor will be required to aid in the segregation and waste stream management processes. Waste and debris from hurricanes, and other major storm events, will be classified into the following categories with responsibility as shown:

- Construction and demolition (C&D) debris, furniture, furnishings, appliances, etc. suitable for being land filled or recycled, stacked by curb or shoulder – Contractor responsibility for removal and disposal.
- Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder, This includes logs, stumps, root balls limbs, branches, and complete trees that may be removed and placed by the curb or road shoulder for collection. – Contractor responsibility for removal and disposal.
- Leaves and lawn litter, placed in clear plastic bags, placed by curb or shoulder of road – Contractor responsibility for removal and disposal. Contractor will decide, with concurrence by the City, whether plastic bags are to be co-mingled with the loose vegetative debris or are to be collected separately to facilitate recycling.
- Household Hazardous Waste, separated from all other types of waste and debris, placed at curb or road shoulder – City/HAZMAT Contractor responsibility for removal.
- Household trash and combustible garbage – responsibility of commercial waste collectors and City of Bunker Hill Village.
- The above categories of responsibility include the opportunity for ownership, pending negotiations, and upon collection and removal this debris may be available for recycling and sale by the responsible Contractor.

6. GENERAL RESPONSIBILITY

The Contractor shall provide all expertise, effort, personnel, materials and equipment necessary for the timely removal and lawful disposal of all debris, except household hazardous waste, hazardous materials, industrial waste and household comestible garbage, generated by disasters that impact City of Bunker Hill Village, Texas. The Contractor shall provide for the cost-effective and efficient removal and lawful disposal of debris as specified below and as authorized by City or designated municipal officials. Services shall be performed on an "as needed basis" when directed by the City. **For planning purposes, the contractor shall assume that the total volume of debris is 100,000 cubic yards.**

- a. The Contractor shall determine the methods and manners of debris removal, reduction and disposal that provide the greatest economy of operations and cost to the City. In general, the Contractor will first focus on clearing roadways leading to critical facility clearing activities necessary to safeguard the public. The City will provide guidance and direction on priorities for debris clearing incident to removal operations. The Contractor shall present to the City for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for disaster debris removal and lawful disposal. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, when designated by the City.
- b. The Contractor will be responsible for the timely clearing of roadways, removal of specified debris and lawful disposal of that debris when removed from:
 1. Streets, roads, and rights-of-way under the jurisdiction of City of Bunker Hill Village.
 2. Streets, roads, and rights-of-way within the City, unless otherwise directed by the Public Works Director
 3. Public property and facilities
 4. Any other municipal facility or site as may be directed
 5. Private property when necessary to protect the public or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Director of Public Works.
- c. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of utility company crews and other recovery forces.

7. OVERVIEW

- a. The scope of work for this RFP is divided into three (3) parts. Part 1 is for debris clearance for access from rights-of-way and public property. Part 2 is for debris removal and disposal operations. Part 3 is for TDMS (Temporary Disposal Management Site) operations.
- b. Specific work authorizations by the City will be through written Task Orders. Task Orders will define the work to be accomplished, the location(s) where that work is to be performed, the time frame for completion and other criteria. Other disaster response and recovery work may be added, and any requirements or rates not covered by this Scope

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of Work will be negotiated. The City reserves the right to extend operations on a weekly basis.

- c. The Contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 24 hours- 25%, 36 hours- 50%, 72 hours- 75%, and 96 hours- 100% unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the City may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The Contractor shall perform the work specified in each Task Order in accordance with the terms specifically stated in that Task Order. Each Task Order will be uniquely and sequentially numbered.
- d. The Contractor must be duly licensed to perform the work in accordance with the State of Texas code requirements. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what additional permits are necessary to perform under the contract, but at the minimum must hold a business license and Contractor's license where services are performed. Copies of all permits shall be submitted to the Public Works Director as soon as available.
- e. The Contractor shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in the City does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.
- f. The quantity of work required to complete this contract is estimated. Payment will be made at the unit rates proposed by the Contractor as approved by the Public Works Director. The output will be verified by the Public Works Director in the daily operational report generated by the City's monitoring contractor. Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of 15 minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds 15 minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- g. The Contractor shall be responsible for corrective action related to any notices of violations issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City. Work performed in violation of local, State or Federal statutes or regulations may be excluded from payment at the discretion of the Public Works Director.
- h. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, or local governments or agencies or of any public utilities or other private Contractors.
- i. The Contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor is fluent and fully conversant in English, both spoken and written.

Part 1 – Debris Clearance (for access) from Rights-of-Way and Public Property

1. The City provides routine debris management services, including the clearance (moving debris from the middle of the road, etc.) of debris from rights-of-way and public property under normal conditions. The City intends to perform debris clearance for access with its own forces or under existing contractual agreements between local firms to the extent practicable. In a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
2. The Contractor shall perform debris clearance operations to the extent necessary to facilitate the debris removal operations. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Price Proposal Sheet. Debris clearance operations would be performed under specific direction from the Public Works Director.

Part 2 – Debris Removal and Disposal Operations

The purpose of this Scope of Work is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the City of Bunker Hill Village.

1. The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.
2. All rates are to be fully cost inclusive, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.
3. The work shall consist of clearing and removing disaster generated debris as directed by the Public Works Director (or designee). During the course of this contract, and once operations have commenced, the Contractor shall not relocate any

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equipment or labor assets, including subcontractors, without giving 24 hours advance notice of the intended relocation. In addition to this requirement for advance notice, the Contractor will complete all debris clearing, loading and hauling operations that have been started on any particular pass through a neighborhood.

4. The Contractor shall make multiple, scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens, residents and other personnel to return to their properties and bring debris to the right-of-way as recovery progresses. It is anticipated that a minimum of 3 passes at 2-week intervals will be necessary in populated areas; however, the actual number and schedule of passes shall be determined through City-Contractor consultation.
5. The debris, once loaded and removed from the public rights-of-way or other public property, shall become the property of the Contractor, unless otherwise negotiated by the City. The City will assist in identification of TDMS, to the extent they are available, for the Contractor's use in volume reduction efforts and recycling programs.
6. Work may include:
 - Clearing debris from public rights-of-way and public property, if authorized
 - Constructing TDMS, as required, at locations selected or approved by the City
 - Loading and hauling debris from public rights-of-way and public property to TDMS, or authorized disposal facilities, and dumping
 - Managing and operating the TDMS and loading debris reduction by-products for hauling and disposal
 - Performing debris by-product recycling programs, as approved by the City
 - Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility
 - Providing traffic control during debris management operations
7. The City will be responsible for all tipping fees at the authorized landfill. All disposal tickets must be submitted to City. Debris delivered to a TDMS will be paid based on the price per cubic yard for unreduced debris and the distance hauled according to Items Proposal Price Sheet.
8. Temporary Debris Management Sites (TDMS)
 - a. If needed, the Contractor shall use only TDMS approved by the City. TDMS sites may be located inside or outside of the jurisdictional boundaries and may be shared with neighboring jurisdictions. The TDMS will be determined at the onset of debris removal operations. It is the Contractor's responsibility to ensure the TDMS site is approved by the Texas Commission on Environmental Quality (TCEQ) with copy of permit.
 - b. The TDMS foreman is appointed by the Contractor and shall direct all dumping operations and shall coordinate removal of debris and reduction by-products to a City-authorized landfill location for subsequent disposal or to recycling processors selected by the Contractor and approved by the City.
9. Equipment
 - a. All trucks, trailers and equipment must be in compliance with all applicable Federal, State, and local rules and regulations.
 - b. All trucks and trailers must be suitable for equipment loading. The Contractor shall maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation.
 - Certain streets in the City are narrow and/or private, which may require use of smaller equipment (i.e. skid steers, smaller grapples and loader trucks) to remove debris.
 - c. Trucks and trailers used to haul debris must be capable of rapidly dumping their loads without the assistance of other equipment.
 - d. Truck and trailers must be equipped with a tailgate and sides that will permit the trucks to be filled to capacity and that will effectively contain the debris during transport. Sides and tailgates that are not part of the original construction of the truck or trailer may be accepted at the discretion of the Public Works Director and/or monitoring provider if they meet the following requirements:

Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the permanent bedsides. Once installed, all sideboard extensions must be permanently affixed to the truck or trailer and must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed and any exceptions to the above requirements, such as 3/4" minimum plywood in lieu of 2" x 6" boards, must be approved in writing by the Public Works Director and/or monitoring provider.

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- e. Temporary tailgates fabricated of heavy wire ("cyclone") fence may be used if they comply with the following specifications:
 - Solid metal bars must be secured to both sides of the fencing
 - Fencing must be permanently attached to one side of the truck bed
 - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire
 - Fencing must extend to the bottom of the bed
 - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations
 - f. Trucks or trailers that do not comply with the above criteria may be approved for use, depending upon the needs of the City, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation.
10. Equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the City during the period of this contract.
11. Securing Debris
- a. The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.
 - b. The overall maximum height of hauling equipment, including sideboards and debris, shall be no greater than 13'6", or as approved by the City. The 13'6" height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. Maximum width of a truck or trailer should be no greater than 8'6" wide. The Contractor must verify the clearance of bridges and overpasses on all routes to be used; however, the Contractor need not verify clearances that are shown on permanent signs or markings provided by cognizant government agencies. The Contractor is not relieved of the responsibility for verifying clearance for all structures, overhead wires and other potential obstructions that are not clearly and permanently marked with clearance dimensions.
 - c. Certain City streets vary in width. Contractor is responsible to verify to ensure proper equipment can be utilized for this work. The City also has private streets. Any work will need to be discussed ahead of time with Public Works Director (or assigned designee).
12. Equipment Signage
- a. Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the owner/operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Markings shall be in block letters and numerals at least 3" in height.
13. Other Considerations
- a. The Contractor shall assign and provide an Operations Manager (OM) to serve as the principal liaison between the Public Works Director and the Contractor's forces. The assigned OM must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor to perform work under this contract. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage shall provide immediate contact via telephone (landline and/or cellular) and fax machine, and shall have Internet and e-mail capabilities. The OM will participate in meetings as requested by the Public Works Director, to provide essential information on the performance of the Contractor's forces. The OM will normally make reports to the Public Works Director. This position will not require constant presence; rather, the OM will be required to be physically capable of responding to the Public Works Director within one hour of notification.
14. The Contractor shall be responsible for control of pedestrian and vehicular traffic in all work areas. At a minimum, one flag person should be posted at each approach to each work area.
15. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The safety of all personnel working under the Contractor's agreement with the City is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary for all personnel and equipment to perform work under the terms of the contract.

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16. Payment for debris hauled under the contract will be based on the quantity of debris hauled in trucks/trailers, measured cubic yards, and the distance hauled depending on where the debris is taken. Debris hauled to a TDMS Site or a landfill or other authorized site will require a validated load ticket. Drivers will be given load tickets at the loading site by a City loading site monitor who will retain a copy of the ticket. The quantity of debris hauled will be estimated in cubic yards at the TDMS or other approved location by a City monitor. The estimated quantity will be recorded on the load ticket. The City site monitor will retain one copy of the load ticket and the driver will retain three copies of the load ticket. It's expected that the vehicle operator will retain one copy of the ticket and that the other two will be submitted to the Contractor. The Contractor will submit one copy of the load ticket to the Public Works Director with the Contractor's invoice. Payment will be made against the Contractor's invoice once the loading site monitor, dump site monitor and Contractor invoice load tickets are matched.
17. The City TDMS monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in trucks and trailers. For purposes of this contract, the City monitors are the final authority on the volume of debris. Trucks are assumed to be carrying 100% full loads, but deductions will be made for less-than-full loads caused by incomplete loading at the loading site, uncompacted or lightly packed loads with excessive voids or other factors that are not consistent with the terms of the contract. Consolidation and settling during hauling are indicative of incomplete or ineffective loading and will result in reduction of the debris volume estimate.
18. Hazardous Materials
 - a. The Contractor shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's HAZMAT contractor. The Contractor shall notify the Public Works Director of the nature and location of any such debris encountered.
 - b. The contractor and his forces must make every reasonable effort to preclude transporting HHW and HAZMAT to the TDMS or landfills. The Contractor will be responsible for proper handling and storage of any such materials brought to the TDMS by Contractor's workforce. The Contractor shall provide a suitable area at each TDMS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain any potential leakage

Part 3 – TDMS Operations

The purpose of this Scope of Work is to define the requirements for Temporary Debris Storage Site (TDMS) operations associated with major debris removal operations after any disaster within City of Bunker Hill Village.

The scope of work for TDMS operations consists of two phases.

1. Phase I: This phase includes (a) site preparation and set-up and (b) site closeout and restoration and shall be compensated on a time and materials basis in accordance with the rates provided in the Proposal Price Sheet. This includes but is not necessarily limited to clearing, stripping, hauling, and fill placement, constructing processing areas and access roads, traffic controls, inspections towers and any other activity necessary to make the site usable for debris reduction and handling operations. It also includes removing improvements, restoring impacted areas and any other similar activity necessary to return the site to its original condition. Pre-use and post-use environmental investigations, including obtaining and testing air, water and soil samples, is also included. To the extent that they are not included in the price Proposal due to uncertainties in volume needs, the costs for materials required for set/preparation and closeout/restoration shall be negotiated during the issuance of the Task Order.
2. Additional guidance on the procedures for TDMS setup, operation and close out will be at the guidance of the Public Works Director for the following;
 - TDMS setup, operation and close out guidelines
 - Burning and grinding operations
 - Environmental checklist for air curtain pit burners
 - Land application of wood ash
 - Spontaneous combustion in mulch piles
 - Closure and restoration of the TDMS
3. Phase II consists of TDMS operations and material processing and shall be compensated in accordance with the unit prices provided in the Proposal Price Sheet.
4. The Contractor shall provide equipment, operators, and laborers for TDMS operations as specified by Task Order. Unit prices provided in the Proposal Price Sheet, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

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5. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator unless costs are identified separately in the Task Order.
6. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.
7. The work shall consist of managing the operations of a TDMS and performing debris as directed by the Public Works Director, and/or recycling of marketable material by the Contractor.
8. The City plans to use TDMS that will be devoted to the reduction of clean woody vegetative debris by grinding, if the disaster is related to a hurricane or other major storm event.
9. Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to authorized landfills, unless otherwise directed or approved by the Public Works Director.
10. The establishment of C&D TDMS, to be operated as transfer points, will be authorized by the Public Works Director if the volume and/or nature of C&D debris warrants.
11. Material brought to the TDMS will be measured in cubic yards on the basis of the volume established for the individual truck or trailer and the percentage of fill of the truck or trailer as determined by the City's monitor at the dump site and will be paid according to the Proposal Price Sheet.
12. **Locations of all TDMS and landfills to be used will be provided the Contractor and discussed with the City for authorization. The Contractor will be responsible for all site improvements before work begins and associated costs.**
13. When performing a Task Order using the Proposal Price Sheet, the Contractor shall submit a report to the Public Works Director each business day, for the previous day's work for the term of the Task Order. Report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number
 - Task Order Number
 - Daily and cumulative hours for each piece of equipment, if appropriate
 - Daily and cumulative hours for personnel, by position, if appropriate
 - Volumes of debris handled
 - Volume of debris recycled
14. Failure to provide audit-quality information will subject Contractor to non-payment in each instance at the sole discretion of the City.
15. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
16. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.
17. The City will not provide to the Contractor potable water, sewage treatment, fuel, electricity or other utilities, personnel, materials or equipment deemed necessary for TDMS operations.
18. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing infrastructure at the sites and repair any damage caused by Contractor's operations at no additional cost to the City.
19. The Contractor shall be responsible for installing site security measures and maintaining security for operations at the site.
20. The Contractor shall manage the site to minimize the risk of fire or health hazards.
21. The Contractor shall be responsible for the closure of the TDMS within 10 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing/staging operation (such as temporary toilets, observation towers and security fences), grading and restoring the site to pre-work conditions. Improvements made to the site may be left in place at the discretion of the Public Works Director upon approval by the owner of the site. The site will be restored in accordance with all local requirements. The

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Contractor is responsible for the proper disposal of non-burnable and unprocessed debris, wood chips, ash and any other remnants of the debris reduction and handling processes.

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RFP 25-02 Proposal Pricing Sheet			
Item #	Description	U/M	Unit Price
1	ROW Vegetative Debris Removal (Collect & Haul)	CY	
	Work consist of collection and transportation of eligible vegetative debris on the ROW to an approved TDMS or other designated disposal facility		
2	ROW C&D Debris Removal (Collect & Haul)	CY	
	Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDMS or other designated disposal facility		
3	Demolition, Removal and Transport of Eligible Structures	CY	
	Work consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property		
4	TDMS Management and Operation	CY	
	Work consists of the management and operation of TDMS for acceptance, management, segregation and staging of disaster related debris		
5	Reduction of Storm Generated Debris through Grinding	CY	
	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding		
6	Reduction of Storm Generated Debris through Air Curtain Incineration	CY	
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration		
7	Reduction of Storm Generated Debris through Controlled Open Burning (PRIOR AUTHORIZATION)	CY	
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce cost generated debris through controlled open burning		
8	Haul out of Reduced Debris to Final Disposal Site	CY	
	Work consists of loading and transporting reduced debris at an approved TDMS to a final disposal facility		
9	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs	CY	
	Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul off		
	6" to 12" diameter	EA	
	13" to 24" diameter	EA	
	25" to 36" diameter	EA	
	37" to 48" Diameter	EA	
	49" and larger in diameter	EA	
	Hanger Removal per Tree (2" or greater at break of tree)	EA	
10	Removal of Eligible Hazardous Stumps	EA	
	Work consists of removing eligible hazardous stumps and transporting them to an approved TDMS or other designated disposal facility		
	24" to 36" in diameter	EA	
	37" to 48" in Diameter	EA	
	40" and larger in diameter	EA	

CITY OF BUNKER HILL VILLAGE

Item #	Description	U/M	Unit Price
11	Abandoned Eligible Vehicle Removal	EA	
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area		
12	Eligible Animal Carcass Removal and disposal	LB	
	Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area		
13	ROW White Goods Debris Removal (Collect & Haul)	CY	
	Work consists of all labor, equipment, fuel and associated costs necessary for removal, transportation, and disposal of eligible White Goods		
14	Freon Removal (Collect & Haul)	CY	
	Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerant		
15	Other Unit Services		
	Household Hazardous Waste (HHW) removal and disposal	LB	
	Hazardous Toxic, Radiological Waste (HTRW) removal and disposal	LB	
	White Goods removal, Collection and Hauling to TDMS	EA	
	Freon Management & Recycling at TDMS	EA	
	E-Waste removal (Load, Haul and Dump at TDMS, recycler) with permission	EA	
	Broken Concrete removal (Load, Haul and dump at TDMS) with permission	CY	
	Storm Sewer and Culvert Cleaning (to include all necessary equipment and materials)	Linear FT	
	Hazardous Waste Containment Area Construction (TDMS)	EA	
	Reduction of C&D /Mixed Debris	CY	
16	Hauling Vehicles (Example)		
	Dump Truck 5 to 15 CY	HR	
	Dump Truck 16 to 24 CY	HR	
	Dump Truck 25 to 35 CY	HR	
	Dump Truck (Trailer Dump w/Tractor) 35 to 44 CY	HR	
	Dump Truck (Trailer Dump w/Tractor) 45 to 54 CY	HR	
	Dump Truck (Trailer Dump w/Tractor) 55 to 64 CY	HR	
	Dump Truck (Trailer Dump w/Tractor) >75 CY	HR	
	Walker Floor Trailer W/Tractor 100 CY	HR	
17	Service Description		
	Truck Mounted Winch Tow Truck	HR	
	Log Skidder Cat 525B/JD 648E/G III	HR	

CITY OF BUNKER HILL VILLAGE

Item #	Description	U/M	Unit Price
	Waste Collection Rear Loader Truck	HR	
	Vacuum Truck W/Impact Attenuator	HR	
	Crash Truck W/Impact Attenuator	HR	
	Power Screen	HR	
	Stacking Conveyor	HR	
18	Heavy Equipment (Potential Lease) Including Operator and Fuel Costs		
	Skid Steer Loader (Mini Loader)	Week	
	Extended boom Forklift w/debris grapple	Week	
	Backhoe, Wheel Loader 1.0-1.5 CY	Week	
	Backhoe, Wheel Loader 2.0-3.0 CY	Week	
	Backhoe, Extend-a-hoe (1.) CY, 4wd, extendable)	Week	
	Tracked Loader (Trackhoe w/misc. attachments)	Week	
	Dozer, Tracked	Week	
	Excavator	Week	
	Tractor w/Box Blade	Week	
**ESTIMATES ARE TO BE BASED ON 100,000 CUBIC YARDS			

CITY OF BUNKER HILL VILLAGE
EVALUATION METHOD AND CRITERIA

General: The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

The City Secretary's Office will appoint an Evaluation Committee to review proposals. The City's Evaluation Committee will act in what they consider to be the best interest of the City. The City reserves the right to reject any or all proposals, waive informalities and/or request additional information.

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The selection of a successful proposer shall be based on the listed criteria below.

- 1. QUALIFICATIONS (30 Points)**
The vendor qualifications, demonstrated capability, company profile, financial resources, staff background, and previous similar projects.
- 2. COST FOR SERVICES (30 Points)**
The overall price for the services to be provided.
- 3. METHODOLOGY (20 Points)**
The respondent's detailed description of the work plan, services, and timeline.
- 4. RECORD OF PAST PERFORMANCE & REFERENCES (15 Points)**
Preferably other entities similar in size to the City of Bunker Hill Village
- 5. RESPONSIVENESS (5 Points)**
Completeness and clarity of the submittal. All required forms and information submitted.

CITY OF BUNKER HILL VILLAGE**METHOD OF PAYMENT:**

PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this Proposal.

Proposer shall return three (3) copies of this Proposal, filled out in full and signed. Three (3) copy marked **"ORIGINAL"** and one (1) USB Drive marked **"COPY"**.

Signature: _____

Title: _____

Company Name: _____

Date: _____

Accounts Receivables Information: (W9 will need to be submitted by WINNING BIDDER)

Contact Name: _____ Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

FULL LEGAL FIRM/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

CITY: _____ MINORITY OWNED: Yes ☐ No ☐ # OF EMPLOYEES: _____

CORPORATION: ☐

PARTNERSHIP: ☐

PROPRIETORSHIP: ☐

L.L.C.: ☐

L.L.P.: ☐

YEAR ESTABLISHED: _____ NUMBER OF YEARS IN BUSINESS: _____

FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

CITY OF BUNKER HILL VILLAGE**DEVIATION & COMPLIANCE SIGNATURE FORM**

If you intend to deviate from the General Terms and Conditions or Item Specifications listed in this Request for Proposal, you must list all such deviations on this form, with complete and detailed conditions and information included or attached. The City will consider any deviations in its award decisions, and the City reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, you assure the City that you will fully comply with the General Terms and Conditions, Specifications and all other information contained in this Request for Proposals.

Do you have any Deviations: ☐ No Deviations (Please sign this form below)

☐ Yes Deviations (Please sign this form below)

List any deviations you are submitting below:

PAGE NO.	ITEM NO.	DESCRIPTION OF DEVIATION

Signature: _____

Title: _____

Company Name: _____

CITY OF BUNKER HILL VILLAGE**NON-COLLUSION AFFIDAVIT**

State of _____ (State)

City of _____ (City) §.

Being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (Company), the party that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposal in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Authorized Representative's Signature_____
Company Name_____
Representative's Name_____
Representative's Title

On this the ____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, ...makes, passes, alters, or publishes any statement, knowing the same to be false ...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

CITY OF BUNKER HILL VILLAGE**VERIFICATION OF NON-DEBARMENT OF
FEDERALLY FUNDED CONTRACTORS**

All proposals must include this form and a verification printout from SAM.gov.

DATE:		NAME/ADDRESS OF BIDDER
PROJECT NAME:		
PROJECT NUMBER:		
		BIDDER'S FEDERAL ID NUMBER:
NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS, OR OFFICERS OF THE BIDDER		
NAME	TITLE	ADDRESS
I hereby certify that I have Inspected the List of Federally Excluded Procurement Contractors and that the above-named bidder and/or owners, partners or officers (are) or (are not) excluded from being awarded a contract.		
DATE OF PUBLICATION OR INTERNET PRINTOUT:		
IF EXCLUDED, WHICH PARTIES WERE NOTED ON LIST:		
NAME OF EMPLOYEE VERIFYING INFORMATION:		
SIGNATURE OF EMPLOYEE VERIFYING INFORMATION:		
TITLE OF EMPLOYEE VERIFYING INFORMATION:		

CITY OF BUNKER HILL VILLAGE**SOLICITATION QUESTIONNAIRE**

The City of Bunker Hill Village constantly strives to improve competitive Proposal with historically underutilized businesses (HUB). In order to facilitate these improvements, we would like to know how you were informed that this Request for Proposal was active and how you may have received a copy of the document.

How did you learn of this Proposal opportunity?

- ☐ Direct Contact with the City
- ☐ City of Bunker Hill Village Website
- ☐ Proposal notification service (i.e. CIVAST or other)
- ☐ Newspaper or trade publication
- ☐ Another Vendor or Supplier
- ☐ Chamber of Commerce
- ☐ Other Means: Describe _____

How did you obtain your copy of the Proposal Document?

- ☐ Direct Contact with the City of Bunker Hill Village
 - ☐ Via Email ☐ Via Fax ☐ In Person
- ☐ City of Bunker Hill Village Website
- ☐ Proposal notification service (i.e. CIVCAST or other)
- ☐ Other Means: Describe _____

**CITY OF BUNKER HILL VILLAGE
PROPOSER REFERENCES**

Please list five (5) references, preferably a Government Entity or Educational Agency that the City of Bunker Hill Village may contact:

1. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

EMAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

EMAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

EMAIL: _____

4. COMPANY NAME: _____

CITY OF BUNKER HILL VILLAGE

ADDRESS:_____

CITY / STATE / ZIP:_____

PHONE NO.:_____

NAME OF CONTACT:_____

EMAIL:_____

5. COMPANY NAME:_____

ADDRESS:_____

CITY / STATE / ZIP:_____

PHONE NO.:_____

NAME OF CONTACT:_____

EMAIL:_____

CITY OF BUNKER HILL VILLAGE**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

The City of Bunker Hill Village recognizes the certifications of the State of Texas General Services Commission HUB Program. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with your Proposal.

Firm Name Submitting Proposal

Representative

Title of Authorized Representative

Address

City, State, Zip

Telephone Number

Telefax Number

Indicate all that apply:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise

HUB Certification #: _____

**CITY OF BUNKER HILL VILLAGE
PROPOSER QUESTIONNAIRE & CHECKLIST**

Item	Note	Proposer's Initials
1. General Requirements for Proposals (pgs. 2 – 9)	I acknowledge reading and understanding the General Requirements for Proposals	_____
2. Special Conditions (pg. 10-11)	I acknowledge reading and understanding the Special Conditions.	_____
3. Specifications (pgs. 15-22)	I acknowledge reading and understanding the Specifications.	_____
DID YOU REMEMBER TO:		
4. Fill out, sign and return the Request for Proposal (RFP) cover sheet.		_____
5. Sign and return all issued Addendums		_____
6. Sign Federally Required Contract Clauses (pgs. 13-16)		_____
7. Fill out and return the Proposal Pricing Sheet (pgs. 25-27)		_____
8. Method of Payment (pg. 29)		_____
9. Fill out and return the Deviation & Compliance Signature Form (pg. 30)		_____
10. Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg. 31)		_____
11. Verification of Non-Debarment of Federally Funded Contractors with SAM.gov Print Out (pg. 32)		_____
12. Fill out and return the Solicitation Questionnaire. (pg.33)		_____
13. Fill out and return the Proposer References Form (pg. 34-35)		_____
14. Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 36)		_____
15. Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc.) (pg. 38)		_____

NOTE: Appendix A (Certificate of Interested Parties) should not be returned with the Proposal packet. This form is only required when the vendor has been awarded the Proposal.

CITY OF BUNKER HILL VILLAGE
PROPOSAL/PROPOSAL LABEL

LATE PROPOSALS WILL NOT BE ACCEPTED!

Please cut out and affix the Proposal label below to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your Proposal to ensure proper delivery!

✂ Cut along dotted line.

SEALED BID/PROPOSAL

RFP #: 25-02

DESCRIPTION: Emergency Debris Removal

DUE DATE: August 20, 2025

DUE TIME: NO LATER THAN 9:00 A.M. CST

COMPANY NAME:

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, any contract approved by Council is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties. This form to be filled out electronically at <https://www.ethics.state.tx.us/filinginfo/1295/>

CERTIFICATE OF INTERESTED PARTIES		FORM 1295 <small>1 of 1</small>																																													
<small>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.</small>		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.		Certificate Number: _____ Date Filed: _____ Date Acknowledged: _____																																													
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.		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.																																													
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 45%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 25%;">Nature of interest (check applicable)</th> </tr> <tr> <th style="width: 12.5%;">Controlling</th> <th style="width: 12.5%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)		Controlling	Intermediary																																						
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<div style="border: 2px solid black; width: 80%; margin: 0 auto; padding: 10px;"> <h1 style="margin: 0;">SAMPLE</h1> </div>																																															
5 Check only if there is NO interested party. <input type="checkbox"/>																																															
6 UNSWORN DECLARATION																																															
My name is _____ and my date of birth is _____.																																															
My address is _____ (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_____. <div style="text-align: right;">(month) (year)</div>																																															
_____ Signature of authorized agent of contracting business entity <small>(Declaration)</small>																																															

