

City of Jonestown

Request for Proposals For

**RFP: No: 001-025
Oak Wilt Suppression Assessment**

City of Jonestown, Texas

Issue Date: April 22, 2025

**Submission Deadline: May 8, 2025,
by 12:00 PM CST**

1. PROJECT OVERVIEW

The City of Jonestown, Texas seeks a qualified arboricultural contractor to conduct a comprehensive Oak Wilt Suppression Assessment for a designated neighborhood area. This assessment will identify active Oak Wilt centers, determine appropriate intervention strategies, and create an actionable plan to contain and prevent further spread of this deadly tree disease affecting our valuable oak tree population.

2. BACKGROUND

Jonestown is a small community known for its beautiful live oak trees. Oak Wilt, a fatal fungal disease that affects oak trees, has been discovered within the community. The disease spreads either through underground root grafting or by beetles carrying fungal spores to healthy trees. The City of Jonestown has initiated this assessment as a proactive measure to manage the spread of Oak Wilt and protect our urban forest canopy.

3. PROJECT AREA

The assessment will focus on an approximately 67-acre area, specifically:

- From Highway 1431, heading east to Shady Park
- Then along Crestview Drive, east along Park Drive to Jones Brothers Park
- South to encompass all of Jones Brothers Park
- West along Lura Lane and back to Highway 1431

A GIS map with precise boundaries will be provided to each contractor.

4. PROJECT GOALS

Develop a comprehensive Oak Wilt suppression plan that identifies:

- Areas requiring treatment
- Trees requiring removal
- Locations needing trenching to prevent root transmission
- Increase community awareness about Oak Wilt prevention and management
- Document the condition of trees within the assessment area
- Provide recommendations for maintaining tree health and forest resilience
- Outline actionable strategies for Oak Wilt containment

5. SCOPE OF WORK

Phase One: Assessment & Planning

1. Data Collection

- Conduct field observations from public right-of-ways (street/sidewalk)
- Coordinate with City staff for access to private properties when necessary
- Record data in a sortable spreadsheet format including:
 - Property addresses
 - Tree species and size measurements
 - Presence of Oak Wilt symptoms (veinal necrosis, pattern of mortality)
 - Treatment history (if available)
 - Public trees requiring preventative treatment (15"+ DBH in good condition)

2. Analysis & Recommendations

- Map active Oak Wilt centers and 100ft buffer zones
- Identify priority trees for treatment, removal, or trenching
- Document high-value trees requiring immediate protection
- Create species diversity and resilience recommendations
- Develop maintenance protocols to strengthen forest health

3. Reporting & Presentation

- Provide comprehensive written report including:
 - Description of assessment methodology
 - Summary of findings with supporting data
 - Maps showing affected areas and intervention zones
 - Detailed suppression plan with prioritized actions
 - Cost estimates for implementation
- Present findings to City staff and community stakeholders
- Participate in neighborhood education session

Phase Two: Implementation (contingent on City Council approval)

Implementation details will be determined based on Phase One findings and recommendations.

This phase will not begin until after August 31, 2025, and requires separate City Council approval

6. CONTRACTOR QUALIFICATIONS

Required Qualifications

- Office location within 50 miles of Jonestown, TX
- Current International Society of Arboriculture (ISA) Certified Arborist and/or American Society of Consulting Arborists (ASCA) registered Consulting Arborist
- Texas Oak Wilt Qualified Arborist certification
- Valid Texas Department of Agriculture (TDA) applicator's license
- Experience diagnosing and treating Oak Wilt
- Current General Liability Insurance

Preferred Qualifications

- Minimum five (5) years' experience in Oak Wilt diagnosis and management
- Demonstrated experience performing neighborhood forest assessments
- Experience with trenching for Oak Wilt containment or established partnership with qualified trenching contractor
- Experience in forensic arboricultural reporting
- Proven record of community engagement and education

7. DELIVERABLES

- Excel spreadsheet containing all tree data collected
- Comprehensive written report with findings and recommendations
- Maps identifying active Oak Wilt centers, buffer zones, and intervention areas
- Prioritized list of trees for treatment, removal, or trenching
- Cost estimates for implementation of recommendations
- Presentation materials for City Council and community meetings

8. TIMELINE

- RFP Open Period: April 22 – May 8, 2025
- Proposal Submission Deadline: May 8, 2025, by 12:00 PM CST
- City Council Decision: June 12, 2025
- Phase One Start Date: June 16, 2025 (pending Council approval)
- Phase Two Start Date: After August 31, 2025 (pending separate Council approval)

9. EVALUATION CRITERIA

Proposals will be evaluated based on:

Factor	Point Range
Reputation and experience of the proposer in connection with construction administration and management services related to the project.	0 to 20
Organization and structure of firm	0 to 20
Qualifications of staff to be assigned. Education, position in firm, type and years of experience will be considered, as derived from the written proposal.	0 to 20
Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for proposals	0 to 20
Purchase price and terms	0 to 20
Maximum Points	100

10. SUBMISSION REQUIREMENTS

Interested contractors must submit

- Detailed project proposal in an easy-to-read format suitable for City Council presentation
- Documentation of required and preferred qualifications, including certification numbers
- Project approach and methodology
- Proposed timeline for Phase One completion
- Detailed cost breakdown for Phase One
- References from similar projects
- Sample data collection templates and reporting formats

11. SUBMISSION INSTRUCTIONS

Submission of Responses and Deadline

Sealed submittals are required. Four (4) hard copies and one (1) digital copy via flash drive of the response are to be delivered by mail or hand delivered as described below:

Responses may be mailed to:

City of Jonestown
City Secretary
18649 FM 1431 Suite 4A
Jonestown, Texas 78645

Responses may be hand delivered to:

City of Jonestown
City Secretary
18649 FM 1431 Suite 4A
Jonestown, Texas 78645

DO NOT EMAIL RFP RESPONSES

Responses are to be externally marked “Oak Wilt Suppression Project”

The deadline for submission of responses is **May 8, 2025, by 12:00 PM CST.**

Responses received after this time and date will not be considered.

12. TERMS AND CONDITIONS

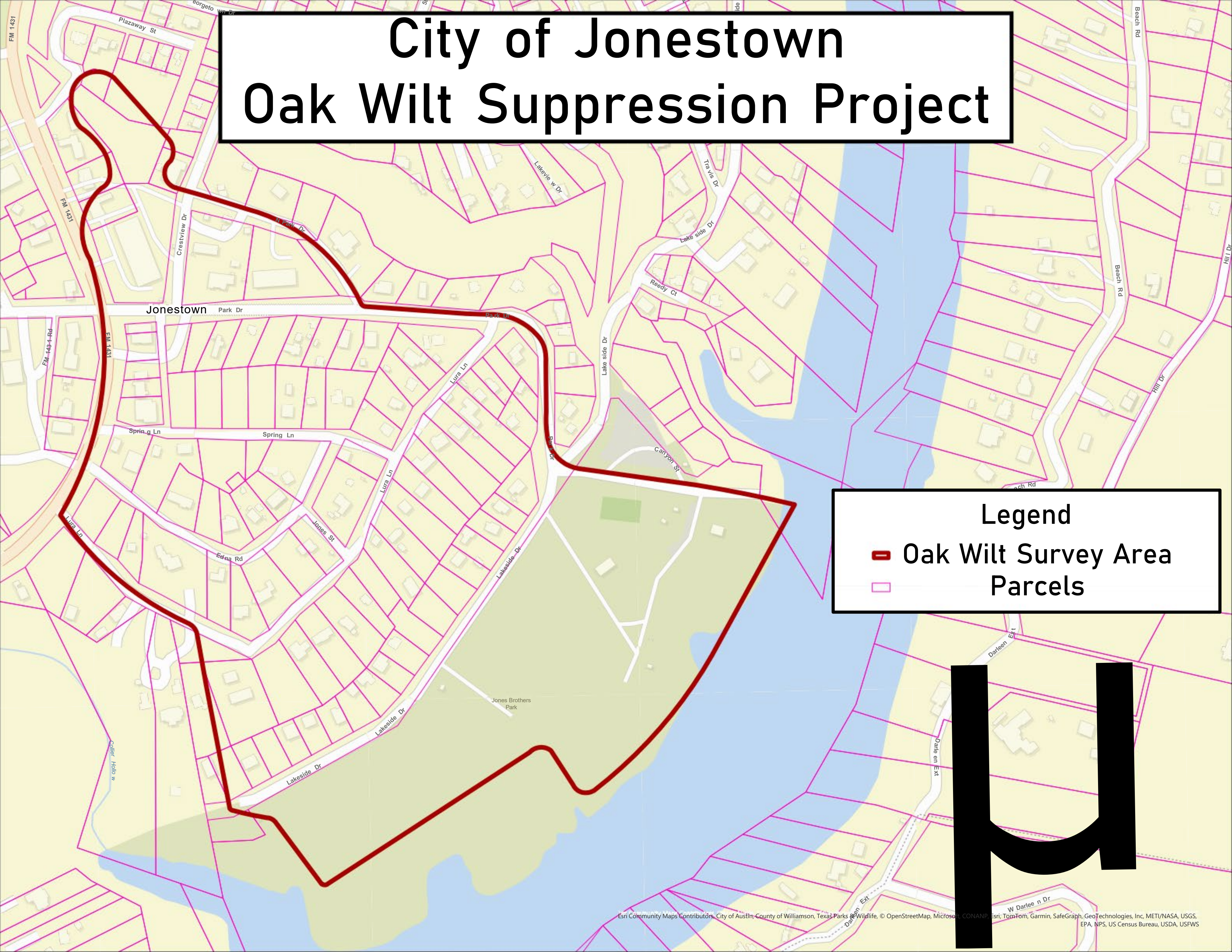
- The City of Jonestown reserves the right to reject any or all proposals.
- All submitted materials become property of the City of Jonestown.
- Contractors may be asked to provide additional information or participate in interviews.
- The selected contractor will be required to sign a standard service agreement.
- Funding for Phase Two implementation is contingent upon City Council approval.



OAK WILT SUPPRESSION PROJECT

This 0.104 square mile section (67 acres) is being proposed as the survey area to diagnose and mitigate Oak Wilt in the Jonestown area.

City of Jonestown Oak Wilt Suppression Project



Legend

-  Oak Wilt Survey Area
-  Parcels

ATTACHMENT A GENERAL CONDITIONS

A. CONTRACT

A contract equally binding between the CONTRACTOR and the CITY shall be produced if and when CONTRACTOR'S proposal is accepted by the CITY. The CONTRACTOR shall not sell assign, transfer or convey this contract in whole or in part without the prior written consent of the CITY.

B. CONTRACT AMENDMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The CITY will make all change orders to the contract in writing.

C. DRUG FREE WORKPLACE

It is the policy of the City of Jonestown to maintain a drug-free work place. CONTRACTORS and their employees are expected to report to work with an appropriate mental and physical condition for work. CONTRACTORS must complete and adhere to Drug and Alcohol Free Workplace Certification, Attachment D, and submit with this proposal for consideration.

D. ETHICS/CONFLICTS OF INTEREST STATEMENT

No public official or CITY employee shall have a personal or financial interest in this contract. CONTRACTOR shall not offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the CITY during the procurement period or life of the contract. CONTRACTORS must disclose any prior or existing business relationship with CITY employees, officials or agent; and submit Ethics Affidavit with proposal Attachments C and C-1.

E. FUNDING

Funds for payment are provided through the CITY budget. Funding is approved by the CITY Council for this fiscal year. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipation orders or other obligations that may arise past the end of the current CITY fiscal year shall be subject to budget approval.

F. HOLD HARMLESS

The CONTRACTOR shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

received or sustained by any person, persons or property on account of any negligent act or fault of the bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bids award. CONTRACTOR indemnifies and will indemnify that save harmless the CITY from liability, claim or demand on their part, agents servants, customer, and or employees whether such liability, claim or demand arise from the event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. CONTRACTOR shall pay any judgment with costs, which may be obtained, against the CITY growing out of such injury or damages.

G. HOLIDAYS AND HOURS OF WORK

No work shall be allowed on designated City holidays, unless specific prior arrangements have been made. Work will be normally performed during normal business hours, Monday-Friday 8:00 A.M. to 5:00 P.M. Work to restore critical operations may be performed at any time and on any day.

H. INSURANCE

The CONTRACTOR responsible for services performed will provide proof of Worker's Compensation Insurance, General Liability Insurance, and Umbrella Liability Insurance. The CONTRACTOR should not include such insurance costs in its proposal. Please provide certificate of liability insurance.

I. NON DISCRIMINATION

The CITY encourages equal employment opportunity practices on the part of private businesses and persons seeking to do business with the CITY and are expected to comply with applicable Federal and Texas State laws, regulations and orders relating to equal employment and non-discrimination with regard to employees and subcontractors. CONTRACTOR must complete Attachment B and submit with proposal.

K. SILENCE OF SPECIFICATION

The apparent silence of specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

L. TERMINATION OF CONTRACT

Contracts resulting from this proposal shall remain in effect until contract expires,

delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. CONTRACTOR must state the reason(s) for such cancellation. The CITY reserves the right to award cancelled contracts to the next lowest and best bidder as it deems to be in the best interest of the CITY.

M. TERMINATION FOR DEFAULT

The CITY reserves the right to enforce the performance of contracts in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default of any contract resulting from this proposal. The CITY reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules
- Otherwise perform in accordance with these specifications

Breach of contract or default authorizes the CITY to exercise any or all of the following rights:

- The CITY may take possession of the assigned premises and any fees accrued or becoming due to date;
- The CITY may take possession of all goods, fixtures and materials of CONTRACTOR and may foreclose its lien against such personal property, applying the proceeds toward fees due or therein after becoming due;

In the event the CONTRACTOR fails to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the CITY shall give the CONTRACTOR written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the CITY within two (2) working days of receipt of such notice by the CONTRACTOR, default will be declared and all the CONTRACTOR's rights shall terminate.

Bidder submitting this proposal agrees that the CITY shall not be liable to prosecution for damages in the event that the CITY declares the CONTRACTOR in default.

ATTACHMENT B
CERTIFICATION OF NON-DISCRIMINATION

The CONTRACTOR hereby certifies not to discriminate and to comply with the CITY's Non-Discrimination provision of this Request for Proposal. The CITY's Policy on Non-Discrimination requires compliance with applicable Federal and Texas state laws, regulations and orders relating to equal employment opportunity and non-discrimination.

Contractor

Signature

Title

Date

**ATTACHMENT C
ETHICS AFFIDAVIT**

STATE OF TEXAS}

COUNTY OF TRAVIS}

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Bidder: _____

County of Bidder: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this invitation for bids, which is attached to this affidavit as Attachment C-2.
5. Affiant has personally read Attachment C-1 and C-2 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on ____, 20__.

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

ATTACHMENT C-1

Bidder acknowledges doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

Signature

Print

**ATTACHMENT D
DRUG-FREE WORKPLACE CERTIFICATION**

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premise of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Subcontractor's policy statement;

Notifying the employees in the Subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the Subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

ATTACHMENT E
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, _____(Name of certifying official), the _____(title or position of certifying official) of _____(name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title: _____

Date: _____

ATTACHMENT F
CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Jonestown) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Jonestown City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

Questions about compliance shall be directed to the bidder's or proposer's own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendors doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICIAL USE ONLY

Name of vendor who has a business relationship with local governmental entity.

☐

Check this box if *you* are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

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

☐

Yes

☐

No

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

Signature of vendor doing business with the governmental entity

Date

Adopted 8/17/2015

**ATTACHMENT G
CITY OF JONESTOWN INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Jonestown, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Jonestown meeting all of the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: (____) _____ Fax No: (____) _____

Proposer's Name and Company: _____

Proposal No. and Title: _____

Insurance Agent/Broker Signature: _____ Date: _____

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Jonestown has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-3243.

Proposer's Signature: _____ **Date:** _____

**ATTACHMENT H
BUSINESS INFORMATION FORM**

Complete Legal Name of Business:

(Address) _____

(City/State/ZIP) _____

Form of Business Entity (check one)

- ☐ Texas corporation ☐ Texas non-profit corporation
☐ Out-of-State corporation ☐ Texas professional corporation
_____state of incorporation

(check one) _____profit _____non-profit

- ☐ Texas general partnership ☐ Texas limited
partnership ☐ Out-of-State partnership
_____state where partnership is legally registered

- ☐ Individual doing business as _____
☐ Texas limited liability company
☐ Other (describe) _____

List the full name of each Officer of the Company:

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

Who is legally authorized to sign and execute contracts? _____

Who, if anyone, is required to witness contract signatures? _____

ATTACHMENT J
QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the response

The Contractor shall furnish, with the RFP, the following information: a minimum of five (5) public sector/municipal references similar in size and scope to this project and include the following information for each reference:

Client's Name	_____
Name of Contact	_____
Title of Contact	_____
Email address	_____
Telephone Number	_____
Website URL	_____

Client's Name	_____
Name of Contact	_____
Title of Contact	_____
Email address	_____
Telephone Number	_____
Website URL	_____

Client's Name	_____
Name of Contact	_____
Title of Contact	_____
Email address	_____
Telephone Number	_____
Website URL	_____

Client's Name	_____
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Title of Contact	_____
Email address	_____
Telephone Number	_____
Website URL	_____

Client's Name	_____
Name of Contact	_____
Title of Contact	_____
Email address	_____
Telephone Number	_____
Website URL	_____