

**Request for Proposals**  
**for**  
**Urban Forest Street Tree Inventory**  
**City of Sioux Falls, South Dakota**  
**Proposal Request No. 18-0099**

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# Request for Proposal: Urban Forest Street Tree Inventory

## Section 1—Introduction and Instructions

### 1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to complete a comprehensive street tree inventory of the city of Sioux Falls. This is essential to the City’s ongoing effort to proactively manage trees and emerald ash borer, thereby minimizing the effects of future storm damage and assuring the community has a healthy, sustainable urban tree canopy. The City seeks to accomplish the following goals with this project:

- A. Locate, assess, and inventory all street trees located within the limits of Sioux Falls, SD.
- B. Record critical tree attributes by professional and skilled arborists.

### 1.02 Contact Person, Telephone, Fax Number, and Email

All questions regarding this RFP are required to be submitted in writing to Matthew Newman, Business Analyst, Finance Office, at [mnewman@siouxfalls.org](mailto:mnewman@siouxfalls.org). Answers to questions will be posted on the City’s business page ([www.siouxfalls.org/business](http://www.siouxfalls.org/business)) in a timely manner. The deadline for RFP questions is **2 p.m., Central time, October 25, 2018**.

The Proposer, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Business Analyst. Other means of communications or contact may disqualify the Proposer.

**Submittals shall be signed by a duly authorized official of the Proposer.** Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

### 1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: October 12, 2018.
- Letter of Interest is due: October 18, 2018.

- Preproposal Meeting: October 22, 2018, 1 p.m.
- Deadline for Questions: October 25, 2018, 2 p.m.
- Proposals Due: November 1, 2018, 2 p.m.
- Review of Proposals and shortlisting: November 2–6, 2018.
- Interviews (if needed): November 15–16, 2018.
- RFP Notice of Conditional Award: November 20, 2018.
- Contract Negotiations: November–December, 2018.
- Execute Contract: January 2019.

#### **1.04 Return Mailing Address and Deadline for Receipt of Proposals**

Proposers must submit one (1) original hard copy (marked “Original”), one (1) digital copy on a USB drive, and seven (7) hard copies of the proposal in a sealed envelope or package to the City no later than **2 p.m., Central time, on Thursday, November 1, 2018.**

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Customer Service Counter  
 Attention: Matthew Newman  
 Urban Forest Tree Inventory  
 RFP No. 18-0099  
 Ground Floor, City Hall  
 224 West Ninth Street  
 P.O. Box 7402  
 Sioux Falls, SD 57117-7402

Proposals must be received by the Customer Service Counter on ground floor of City Hall no later than **2 p.m., Central time, on Thursday, November 1, 2018.** Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract" that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

### **1.05 Preproposal Meeting**

A **mandatory** preproposal meeting is scheduled for **Monday, October 22, 2018, at 1 p.m. (CST)** in the Commission Room on the first floor of City Hall, 224 West Ninth Street, Sioux Falls, SD 57104. If needed, call-in options are available for proposers. Proposers shall contact Matthew Newman by email, [mnewman@siouxfalls.org](mailto:mnewman@siouxfalls.org), a minimum of 4 hours in advance to receive call in instructions. Attendance, in person or by phone, is a requirement for submitting a proposal to this RFP. Representatives of the City will be present to discuss the project. Proposers shall sign the attendance sheet to be accounted for, and the presence of all call-in proposers must be acknowledged by the City representatives once they are conferenced into the call.

### **1.06 Submittal of Questions**

Prospective Proposers are requested to submit any questions no later than **2 p.m., Central time, October 25, 2018**, to Matthew Newman, Business Analyst, at [mnewman@siouxfalls.org](mailto:mnewman@siouxfalls.org). Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written addendums, as it deems necessary.

### **1.07 Addendum**

To ensure fair consideration for all Proposers, any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed Proposer. Such addendums, if issued, will be posted on the City's website at <http://siouxfalls.org/business/rfq>.

Please note, that it is the Proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms, and/or conditions.

**No addenda will be issued after 6 p.m., Monday, October 29, 2018.**

### **1.08 Letter of Interest**

Proposer's interested in receiving any notices related to this RFP may submit a Letter of Interest to Matthew Newman at [mnewman@siouxfalls.org](mailto:mnewman@siouxfalls.org) with the name of their firm, contact person, mailing address, telephone number, and email address. The sole purpose of the Letter of Interest is to provide the City with a contact person to receive any notices, including amendments related to the RFP. The City should receive the Letters of Interest

from the firms by October 18, 2018. Submission of a Letter of Interest is not a requirement for submitting a proposal to this RFP.

## **Section 2—Scope of Services**

### **2.01 Scope**

The City is seeking proposals from qualified firms to conduct a comprehensive tree inventory. The street tree inventory will be used as a management tool by the City and will become part of the City's asset inventory. This inventory will be stored in the City's Enterprise Geodatabase (ESRI) and must also include the attributes needed for utilization of Treeworks software and the City's asset management software.

The project area shall be on the City streets where there are approximately 55,000 to 65,000 street trees. The total area of Sioux Falls is 78.94 square miles as outlined in Attachment D.

### **2.02 Operating Experience/Minimum Qualifications**

The Proposer must be an established firm in the business of providing urban forest street tree inventories. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the City such additional information necessary to satisfy the City that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information will result in its proposal being rejected.

### **2.03 Data Collection Requirements**

At a minimum, data collection must include the following:

- A. Location—Schema X and Y GPS coordinates matching current City GIS address and street data.
- B. Species—Trees are identified by genus and species using both botanical and common names and by cultivars where appropriate.
- C. Trunk diameter (to the nearest inch) at 4.5 feet above the ground.
- D. Height (to the nearest foot).
- E. Overall Condition The general condition of each tree is evaluated in accordance with the International Society of Arboriculture rating system:

**Excellent**—Trees in this class are judged to be exceptional trees possessing the best qualities of the species. They have excellent form, very minor maintenance issues, with virtually no dead branches, deformities, or nutritional problems. These trees are in an acceptable location and can be expected to achieve a full mature shape and life expectancy. (ISA Rating 100%)

**Good**—Trees in this class are judged to be desirable and with proper maintenance can be returned to excellent classification. They may be interfering with utility lines, planted in an overcrowded location, or have minor insect, pathogen, or nutritional deficiencies. (ISA Rating 80%+)

**Fair**—Trees in this category have some or all of the following problems: large dead limbs representing less than one-third of the canopy, large cavities in the trunk, major deformities, girdling roots, obvious insect, pathogen, or nutritional problems. (ISA Rating 60%)

**Poor**—Trees in this group are in degraded condition with irreversible problems. These can include dead branches representing 50 percent or more of the canopy, drastic deformities, multiple trunk cavities, and severe insect, pathogen, or nutritional problems. (ISA Rating 40%)

## **2.04 Data Collection and GPS Accuracy Standards**

- A. The inventory must be performed using professional grade GPS equipment or other GIS-compatible data collection hardware.
- B. Service provider shall confirm the accuracy of the data provided. Data should be cross-checked against the City of Sioux Falls GIS imagery and shall be accurate to within 3 feet or better to the center of the tree trunk.
- C. All data shall be reviewed for accuracy and corrected before being submitted to the City.

## **2.05 Reference Material**

The consultant may download reference material as needed from the City of Sioux Falls GIS Open Data site.

- A. <https://gis-cityofsfgis.opendata.arcgis.com/>.
- B. The City will provide the consultant our preferred grid system as a data package.

## **2.06 Quality Control**

- A. The Proposer shall be experienced in performing successful tree surveys for other similarly sized municipalities.
- B. The Proposer shall have professional arborists conduct the inventory.
- C. The lead arborist/project manager must field-check the data collected by other staff regularly.
- D. The consultant will conduct ongoing quality assurance/quality control procedures during data acquisition and before data delivery. The expectation is that the final



product accepted by the City will be 95 percent accurate and complete—the exception being those required fields that have an acceptable null.

- E. The Proposer shall provide weekly records of all inventories completed to a designated representative from the City. Weekly project status updates are expected and the weekly agenda will contain the following:
  - 1. Maps/areas completed.
  - 2. Project plan status and progress.
  - 3. Listing/statistics of trees completed the previous week and summarized for the project.
  - 4. Verify data capture methodology.
  - 5. Verify data clarity.
  - 6. Confirm data consistency.
  - 7. Horizontal accuracy verification.
  - 8. One to one correlation between tree points and associated records.
  - 9. Attributes present for all required fields.
  - 10. Any allowable nulls.
  - 11. Action items from previous week.
  - 12. New action items.

## **2.07 Equipment**

- A. The Proposer shall provide all needed supplies, permits/licenses, and equipment needed to the inventory. All equipment shall be in good working order.
- B. The Proposer shall submit with this RFP a listing of the equipment, technology, and software they intend to use to capture and log the inventory. (Attachment C)

## **2.08 Completion Date**

All work shall be completed and invoiced by November 30, 2019.

## **2.09 Demonstration**

The awarded proposer shall attend a meeting with the City to demonstrate their protocols and data collection methods. The time, date, and location of the training will be chosen by the City during negotiations with the successful Proposer.

## **2.10 Considerations for Current Inventory Count**

Efforts of this contract shall not be duplicated as the City is actively engaged with volunteers to inventory street trees. A listing of previously inventoried trees will be provided to the

successful Proposer. The volunteers have currently inventoried approximately three square miles of street trees.

## **2.11 Final Report**

Submission of a final report to the City is required. This report shall be thorough, clear, and concise and easily understood. The report shall contain the following:

- A. Summary, including methodology.
- B. Tree inventory exhibits.
- C. Species characteristics overview.
- D. Recommendations for developing an achievable ongoing data maintenance plan.
- E. Metadata, including detailed citations describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with interim and final data deliveries.
- F. Other value-added attribute items and recommendations as agreed.

## **2.12 Subcontractors**

The successful Proposer shall clearly state it is proposing to subcontract any of the work herein. List any subcontracting disciplines needed to provide any and all requirements of this RFP and identify all subcontractors and describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide the specified services. The successful Proposer assumes full liability for the performance of all subcontractors. All subcontractors shall be approved in writing by the City.

The City reserves the right to require the successful Proposer and any third party (sub) contractors to also indemnify and hold harmless other federal, state, and local governmental entities, and where required at no additional cost. All subcontractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

## **Section 3—Proposal Format and Content**

### **3.01 Financial Proposal**

The financial proposal shall be submitted on the form included as Attachment B of this request for proposal document. The financial proposal shall be in a separate sealed envelope within the original copy of the proposal.

Proposers shall offer pricing consisting of a firm fixed price for all services rendered for the inventory of all street trees within Sioux Falls City limits. Your proposal must explain in detail the components of the firm fixed price for the project. Monthly progress payments may be allowed provided such payments are based on completion of defined milestones in the project.

If budget allows, preference will be given first to a firm fixed price for all services rendered.

If the budget does not allow for a comprehensive inventory of all street trees within the City limits, a contract based on a per-tree cost may be awarded. The per-tree cost shall include all expenses associated with conducting the inventory. If a per-tree award is made, a minimum of 20,000 trees may be awarded. If a per-tree award is awarded, the contract may be renewed on an annual basis until the inventory is complete.

### **3.02 Non-Financial Proposal**

The submittal must contain the following information:

In order to provide each firm with an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of your proposal must contain the following elements organized into separate tabs and sections. Failure to adhere to this format may result in the disqualification of your proposal(s).

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

- A. Each of the five (5) sections listed below shall be tabbed and labeled.
- B. Each page shall be numbered on the bottom right hand corner.
- C. The proposal shall be organized as follows:

Proposal Tab Section	Title
1.0	Title Page, Cover Letter, and Executive Summary
2.0	Company Background and Experience
3.0	Work Plan—Milestones
4.0	References
5.0	Submittals

Tab 1.0 The proposal should begin with:

1. Title Page bearing the name and address of the Proposer and the name and number of this RFP.
2. Table of Contents for the proposal. Information, which is claimed to be confidential, is to be identified after the Title Page and before the Table of Contents.
3. Cover Letter on corporate letterhead, signed by an authorized representative of the company.
4. Executive Summary which will be limited to a brief narrative highlighting the proposal. The Executive Summary should not include cost quotations.

Tab 2.0 Proposers shall provide information about their company and the individuals assigned to provide the services so the City can evaluate the Proposer's stability and ability to support the commitments set forth in the RFP. The City, at its option, may require the Proposer to provide additional documentation and/or clarify requested information.

The City may make such investigation as deemed necessary to determine the responsibility of the Proposer and the ability of the Proposer to perform the work. Proposers shall furnish the City with all such information and data for this purpose as the City may request. The City reserves the right to reject a proposal if the investigation of a Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the contract.

1. Brief description of the company including company size and organization, past history, present status, future plans, etc.
2. Provide the name of the principal or project manager in your firm, including his/her office location, who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the project.
3. Detail how you propose to provide staff for this project. Include specific information as to the people who will be assigned to the project including any potential subcontractors, their previous experience, education, significant accomplishments, and qualifications as they relate to this project. The Proposer shall commit that staff identified in its proposal will actually perform the assigned work.

4. Describe the professional experience of each individual proposed to be assigned to this project, including the project manager, and provide a detailed listing of the projects they have worked on for other clients.
5. Provide a description of the proposed project team structure and internal controls to be used during the course of the project. Include an organizational chart of the firm indicating the lines of authority for personnel involved in the performance of the work included in this project and relationships of its staff to other programs or functions of the firm.

Tab 3.0 Proposers shall provide their response to the Scope of Services, including an outline for project management, task implementation, milestones, and a detailed timeline for the project. Provide any suggested technical or procedural innovations or new concepts that you have previously used on other projects which may provide the City with better service, improved data gathering, and/or cost savings. The work plan must detail the firm's services to be performed and a schedule that the firm proposes for completing the project. Please note that timely completion of this project is critical.

Tab 4.0 References

Proposers should attach a list of professional references associated with municipalities with which the Proposer has completed a similar inventory. Reference must be able to describe such matters as the Proposer's technical and operational capability. Include the name of the reference city, a description of the nature of the listed reference's experience with the Proposer, and the name, title, address, telephone number, and email address of a contact person at the reference entity.

Tab 5.0 Submittals

1. General company information form.
2. Detailed financial proposal.
3. Equipment listing.

Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility that rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 180 days.

These elements parallel the basis of the City's proposal evaluation criteria. The City is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format.

### **3.03 Indemnification**

To the fullest extent permitted by law, the Proposer, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Proposer's performance of the agreement or any other agreements of the Proposer, entered into by reason thereof. The Proposer shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Proposer, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Proposer agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

### **3.04 Insurance Requirements**

The Proposer shall secure the insurance specified below. All insurance secured by the Proposer under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
4. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of the Proposer or its consultants, omissions of Proposer or its consultants, failure to render a service by the Proposer or its consultants, or

the negligent rendering of the service by the Proposer or its consultants in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the Proposer or its consultant's interest and assumes no responsibility therefor.

The Proposer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Proposer agrees to hold the City harmless from any liability, including additional premium due because of the Proposer's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

### **3.05 Independent Contractor**

The parties agree that the Proposer operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Proposer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Proposer is inclusive of any use, excise, income, or any other tax arising out of this agreement.

## **Section 4—Review of Proposals and Evaluation Criteria**

### **4.01 Selection Criteria**

Award shall be made to the responsible Proposer submitting the most responsive proposal which offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein.

Proposers are advised that the City intends to select the Proposer that the City determines is the most responsive and responsible and will provide the City with the highest quality urban forest street tree inventory.

Upon receipt of the proposals, an evaluation team will determine the best and most qualified proposal.

The evaluation team will rely on the information contained and presented in the proposals and the reference checks made. Selection criteria will be based on the following:

## Evaluation Criteria (100-Point Potential Score)

The committee members will independently evaluate the proposals based on the following criteria and associated point values:

A. Financial proposal	40
B. Expertise of the proposed project team and manager	20
C. Proposer's Equipment	15
D. References, experience, and demonstrated success working with municipalities to perform urban tree surveys	25

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest ranking Proposers. Upon completion of the interviews, the highest ranking Proposer will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the selected Proposers.

### Section 5—Standard Proposal Information

#### 5.01 Authorized Signature

An individual authorized to bind the Proposer to the provisions of the RFP must sign all proposals.

#### 5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

#### 5.03 Conflict of Interest

Proposers must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

#### 5.04 Request for Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.



## **5.05 Proposer's Certification**

By signature on the proposal, the Proposer certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

## **5.06 No Contact Policy**

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

## **5.07 Special Conditions**

Special conditions include the following:

Proposers are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a Proposer discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of "nonresponsiveness."

All information submitted in response to this RFP shall become the property of the City.

This RFP does not commit the City to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the proposal without changing the terms of the RFP.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a

result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City's acceptance or nonacceptance of the proposal.

The City shall determine at its sole discretion and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

All Proposers are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the Proposer.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any technicalities or irregularities with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer.
10. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

## **5.08 Special Provisions**

1. **Compliance with Contract.** The City will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the requirements, request for proposal, successful Proposer's proposal and contract, as well as acceptable fulfillment of the contract on the part of the successful Proposer.
2. **Public Information Requests.** Information, documentation, and other materials submitted under this proposal may be subject to public disclosure under various open records acts. The successful Proposer is hereby notified that the City strictly adheres to this open records requirement and the interpretations thereof rendered by presiding courts and tribunals. The successful Proposer shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the City.
3. **Cost Reduction/Savings.** It is the City's intent that this request for proposal encourages maximum competition. Proposers are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Proposers also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.
4. **Right to Audit.** During the term of any subsequent agreement, and for a period of four (4) years thereafter, the City or its duly authorized audit representative of the City, at reasonable times, reserves the right to incrementally audit the successful Proposer's records. In the event such an audit by the City reveals any errors/overpayments by the City, successful Proposer shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due the successful Proposer.

## 5.09 General Conditions

1. **Federal Tax ID Number:** Each bidder shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
2. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the Purchasing Manager to discuss the basis for an award. Venue and jurisdiction for any appeals from the award decision are in the South Dakota Circuit Court in Minnehaha County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with South Dakota law.
3. **Civil Rights Requirements:** The successful bidder shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the successful bidder is guilty of discrimination, this invitation for bid may be terminated in whole or in part by the City and the successful bidder shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the invitation for bid so terminated or canceled.

Should the Sioux Falls Human Relations Commission in a proceeding brought as provided by the Code of Ordinances of Sioux Falls, SD, find that the successful bidder has engaged in discrimination in connection with this invitation for bid and issue a cease and desist order with respect thereto, the City shall withhold up to 15 percent of the contract price until such time as the Commission's order has been complied with or the successful bidder has been adjudicated not guilty of such discrimination.

The successful bidder will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

## Attachment A General Company Information Form

GENERAL COMPANY INFORMATION FORM	
COMPANY NAME	
COMPANY ADDRESS	
GENERAL DESCRIPTION OF COMPANY:	
TYPE OF ORGANIZATION: (franchise, corporation, partnership, etc.)	
NUMBER OF YEARS IN BUSINESS:	

REFERENCES	
List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)	
REFERENCE # 1 - NAME:	
ADDRESS:	
CONTACT PERSON:	
JOB DESCRIPTION: Include Date/Contract Value	
REFERENCE # 2 - NAME:	
ADDRESS:	
CONTACT PERSON:	
JOB DESCRIPTION: Include Date/Contract Value	
REFERENCE # 3 - NAME:	
ADDRESS:	
CONTACT PERSON:	
JOB DESCRIPTION: Include Date/Contract Value	

PERSONNEL		
Name/Title of person overseeing City of Sioux Falls Project		
Office Phone:	Mobile:	Email:
Names, Titles, Certifications and years of experience of persons expected to service City of Sioux Falls project. This information may be provided on a separate attachment.		
SAFETY RECORD		
Has your company received an OSHA violation in the past five (5) years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please attach copies of the citations and an explanation of how they have been resolved.		

## Attachment B

### Proposal Pricing Submittal Form

Pricing is requested as a firm-fixed dollar amount for the project and an alternate proposal of a price-per-tree. Pricing shall include all components and expenses necessary to complete the project according to "normal" industry standards and in accordance with the Scope of Services. Separate line items will not be allowed for travel, lodging or any other direct or indirect expenses including but not limited to; insurance, tools, vehicles, equipment, labor, overhead, profit and any other related costs.

ALL INCLUSIVE FIRM-FIXED FEE FOR TOTAL PROJECT: \$ \_\_\_\_\_

Proposed pricing breakdown/billing schedule for anticipated work plan milestones as described in the work plan.

Total Inventory - Work Plan Milestone	Estimated Completion Date	Fee
Total Firm Fixed Fee (Must match firm fixed fee show above)		\$

Anticipated final project completion date: \_\_\_\_\_

(must be completed no later than November 30, 2019)

**ALTERNATE**, ALL INCLUSIVE PRICE PER TREE INVENTORIED: \$ \_\_\_\_\_

Proposed pricing breakdown/billing schedule for anticipated work plan milestones as described in the work plan.

If alternate pricing is utilized, a minimum of 20,000 trees will be inventoried and a separate work plan approved.

<b>Alternate-</b> Work Plan Milestone (20,000 tree minimum)	Estimated Completion Date	Fee
Total Fee (Must match firm fixed fee show above)		\$

Anticipated final project completion date: \_\_\_\_\_

(must be completed no later than November 30, 2019)

A signed contract will be the document that authorize the services to begin.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment D  
Map of Sioux Falls

