

( \_\_\_\_\_ ) Published in The Wichita Eagle, Wednesday, April 13, 2016

## **REQUEST FOR PROPOSAL NO. – FP640019**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., FRIDAY, APRIL 29, 2016.** **One (1) original and ten (10) copies of the proposal are required.** Envelopes must be marked **“Request for Proposal FP640019”** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

### **PARK & RECREATION DIVISION/FORESTY DIVISION**

Tree Inventory & Data Integration

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636.

A **PRE-PROPOSAL TELEPHONE CONFERENCE** will be held in the 12<sup>th</sup> Floor Finance Conference Room, City Hall, 12th Floor, 455 North Main Street, Wichita, Kansas, on **Tuesday, April 19, 2016, at 10:00 a.m.** The purpose of the meeting will be to answer questions from vendors regarding the specifications and proposal procedure. Please dial 1-888-337-0215, Access Code 8587290# to access conference.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Friday, April 29, 2016.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 8th day of April, 2016.

Melinda A. Walker  
Purchasing Manager

# ATTENTION

A PRE-PROPOSAL TELEPHONE CONFERENCE WILL BE HELD

AT 12<sup>TH</sup> FLOOR FINANCE CONFERENCE ROOM  
455 N MAIN  
WICHITA, KS

**AT 10:00 A.M.**

**ON**

**TUESDAY, APRIL 19, 2016**

THE PURPOSE OF THE MEETING WILL BE TO REVIEW  
REQUIREMENTS AND SPECIFICATIONS  
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT  
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

ATTENDANCE AT THIS PRE-PROPOSAL IS **RECOMMENDED**  
FOR THOSE FIRMS SUBMITTING PROPOSAL  
AS A PRIME CONTRACTOR.

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## NOTICE...NOTICE...NOTICE

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

#### AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
  - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
  - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
  - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

**NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.**

**City of Wichita**  
**Request for Proposal**  
**Tree Inventory and Data Integration**

**I: General Information**

**A. Background**

The City of Wichita, KS (the City) has identified the need to develop a tree inventory focusing on trees under the maintenance responsibility of the Forestry Division. The tree inventory will be used as a management tool by forestry staff within the Department of Park and Recreation, and will focus on tree risk/public safety, tree maintenance, and tree replacement needs. The tree inventory will become part of the Department’s asset inventory, and the information will need to be incorporated into our GIS database and into Lucity, the City’s asset management software. The goal of the inventory is to maximize the number of trees inventoried with only the most critical individual tree details captured. The project areas will be within parks, golf courses, street right-of-way, medians, and other landscaped areas of publicly maintained grounds and facilities within the City of Wichita. Specific project areas will be available for viewing through the City of Wichita ARC GIS program. Preliminary estimates indicate as many as 350,000 trees exist on public property in Wichita.

The tree inventory will be used as the basis for the creation of a long-term management plan for efficient use of funds for tree maintenance and replacement. Each tree will be rated for potential risks to people or property and these results will be helpful in prioritizing work. Managing our trees through a software system will allow the City to maintain the urban forest in a cost effective manner and to create long term schedules and maintenance plans.

The term on the contract will be for a period of one (1) year with options to renew under the same terms and conditions for four (4) year periods by mutual agreements of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita. The City intends that designated park areas, golf courses, and street segments will be prioritized, with leaf-on tree inventory work completed annually depending on the availability of funds. The renewal of the contract will be based on the City’s satisfaction with the deliverables from the prior year agreement. The City will issue a work order(s) for each year detailing the areas to be included in the annual inventory workload.

**Estimated Project Timetable**

| <b>Event</b>                            | <b>Date</b>                  |
|---|------------------------------|
| RFP issue date                          | April 8, 2016                |
| Pre-Proposal Telephone Conference       | April 19, 2016 at 10:00 a.m. |
| Last day for Addenda                    | April 25, 2016, 2016         |
| Proposal due date                       | April 29, 2016 @ 3:00 p.m.   |
| Shortlisting of Proposals if applicable | Week of May 2nd, 2016        |
| Interviews                              | Week of May 9th, 2016        |
| City Council Approval                   | Week of May 24th, 2016       |
| Project begins                          | Week of May 24th, 2016       |

Questions regarding this proposal should be submitted in writing to:

Gary Farris  
Park and Recreation, Forestry  
Arborist  
City of Wichita  
PH. 316-268-4003  
[gfarris@wichita.gov](mailto:gfarris@wichita.gov)

## **B. Project Goals**

The City seeks to accomplish the following goals with this project:

1. To create a complete tree inventory of publicly maintained trees in designated areas across the City of Wichita.
2. Tree locations recorded with coordinates to real tree locations at sub-meter GPS equivalent accuracy.
3. Critical tree attributes accurately recorded by professional and skilled arborists.
4. To have the contractor's collected tree inventory data in a format that can easily be incorporated into the Department's ARC GIS, and be compatible with Lucity and iTree.
5. To complete a resource analysis and assessment summary using the i-Tree application and to present a final summary report and recommendations for the City's Urban Forest. (See Add Option A.)
6. Create a comprehensive Five Year Tree Street and Park Tree Management Plan. (See Add Option B.)

## **II. Scope of Work**

### **Task 1 – Perform a Field Inventory and Assessment of City Trees; Gather tree attributes and GPS positioning data.**

With guidance from City forestry staff, the Contractor shall inventory publicly maintained trees in designated areas. The data will be gathered in "walk-by" form only. "Windshield/drive-by" inspections will not be allowed. The locations for inventory will be based on need, priority, and funding, as determined by City forestry staff. The work will include, but not necessarily be limited to:

l). Record data for Inventory and Assessment of all City owned and/or maintained trees in the given area:

A) Tree ID # – Provide a unique identification number for each tree (site)

B) Tree Site Location

a) Collection method: GIS map and/or GPS equipment

b) NAD\_1983\_StatePlane\_Kansas\_South\_FIPS\_1502\_Feet

WKID: 3420 Authority: EPSG

Projection: Lambert\_Conformal\_Conic

False\_Easting: 1312333.333333333  
False\_Northing: 1312333.333333333  
Central\_Meridian: -98.5  
Standard\_Parallel\_1: 37.2666666666667  
Standard\_Parallel\_2: 38.5666666666667  
Latitude\_Of\_Origin: 36.6666666666666  
Linear Unit: Foot\_US (0.3048006096012192)  
Geographic Coordinate System: GCS\_North\_American\_1983  
Angular Unit: Degree (0.0174532925199433)  
Prime Meridian: Greenwich (0.0)  
Datum: D\_North\_American\_1983  
Spheroid: GRS\_1980  
Semimajor Axis: 6378137.0  
Semiminor Axis: 6356752.314140356  
Inverse Flattening: 298.257222101

c) Format: File Geodatabase

d) Accuracy of real tree location to be less than one meter

B) Tree Site Location Continued:

e) Tree locations will be recorded using street name, number, location on the lot, and block side information, Park ID and Parking Lot ID as applicable

C) Nomenclature – the botanical name (tree genus and species, including common and binomial names) will be listed for each tree

a) There will not be an expectation of identifying cultivar or variety

D) Tree Type –

a) Deciduous

b) Evergreen

c) Conifer

E) Status – Trees will be recorded as

a) Active

b) To be removed

F) Stumps – A GPS point shall be created for existing stumps

G) Site Type – All sites/locations shall be categorized as

a) Front yard: the strip of land in residential areas without a sidewalk designated as the City's Right of Way

b) Planting Strip: the strip of land in residential areas between the sidewalk and curb designated as the City's Right of Way

c) Cutout: raised planter, planting bed with grate, other specialty bed

d) Median: a strip of land down the center of a road that separates lanes of traffic traveling in opposite directions

e) Other maintained locations: Parks, golf courses, mowed maintained areas

f) Other unmaintained locations: Conservation Areas/No Mow Areas

H) Land Use-

a) Single family residential

b) Multi-family residential

c) Small commercial

d) Industrial/large commercial

e) Park/vacant/other

f) Golf Course

I) Trunk Diameter Class Size –DBH is defined as diameter at breast height which by industry standards is 4.5' (measured to the nearest 1") from ground level. For the purposes of this contract, DBH will be calculated as described by the International Society of Arboriculture *Guide for Plant Appraisal* 9<sup>th</sup> Edition.

a) Identify multi-trunk trees and measure as follows: For multi-stemmed trees, the size is determined by measuring all the trunks, and then adding the total diameter of the largest trunk to one-half the diameter of each additional trunk. A multi-stemmed tree has trunks that are connected above the ground and does not include individual trees growing close together or from a common root stock that do not have trunks connected above the ground.

J) Height – Use range finder to measure actual tree height within 5'

K) Canopy Spread – the width of the canopy in feet from drip line to drip line

L) Tree Condition will be described using the following category adapted from the rating system established by the International Society of Arboriculture:

Good = 1 (no apparent problems)

Fair = 2 (minor problems)

Poor = 3 (major problems)

Dead = 4 (dead or extreme problems and non-restorable)

M) Conflicts - Record all site conditions that may impact the tree including, but not limited to, the following:

a) Overhead Utilities Present:

i) No

ii) Yes, but no conflict

iii) Yes and conflicting

b) Overhead Clearance Conflicts per the following regulations:

i) Sidewalk – 7'

ii) Street – 13.5'

iii) Overhead lines – branches within 10' of primary conductors

N) Record hardscape (sidewalk, curb, drive, etc.) damage within the dripline of the tree per the height of damage as measured between the break and the rise of the buckle as follows:

a) N/A (0-3/4")

b) Minor (3/4 – 1 1/2")

c) Major (>1 1/2")

O) Indicate if irrigation is present based on observation

P) Recommend Maintenance requirements as follows:

a) Priority 1 Removal – Trees designated for removal have defects that cannot be practically treated. The majority of the trees in this category have a large percentage (estimated at greater than fifty percent) of dead crown and pose an elevated level of risk for failure. Any conditions that could be seen from the ground as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees are included in this category.

b) Priority 2 Removal – Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority One" trees are removed.

c) Priority 3 Removal- Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.

d) Priority 1 Prune – Trees that require priority one pruning are recommended for trimming to remove deadwood, hangers, broken branches and any limbs that obstruct traffic or interfere with utility wires or buildings. These trees have broken or hanging limbs, deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

e) Priority 2 Prune – These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety concerns.

f) Priority 3 Prune – Regular maintenance pruning to be performed on systematic rotation schedule

Q) Age class as follows:

a) Sapling – young tree with trunk measuring <4" DBH

b) Young – tree with trunk measuring 4"-11" DBH

c) Mature – tree with trunk measuring >11" DBH

## **Task 2 – Meetings, Coordination and Training**

The Contractor shall include in their proposal milestone meetings, trainings, and demonstrations. Meetings shall include Contractor's Project Manager at a minimum, and staff from the appropriate City Departments

The Contractor shall prepare and submit a written agenda for each meeting at least two business days prior to each meeting, and draft and submit minutes within three business days following each meeting.

Planned meetings must include:

1. A Pre-Project Kickoff meeting.
2. Initial progress meeting beginning not later than two weeks after beginning of Task 1 work.
3. Biweekly emails from the Project Manager to the City Arborist detailing the areas completed with the number of trees inventoried per area per two week period.
4. Milestone meetings every month during year one of Pilot Project of Task 1 to review and discuss deliverables. The Contractor's GIS/IT staff shall attend these meetings as necessary.
5. Complete review and presentation of Year One Project within six weeks of year one deadline. The remainder of the contract will be renewed based on the City of Wichita's satisfaction with the deliverables from the prior year project.
6. Contractor shall train City staff on all aspects of the revised and updated inventory.
7. Develop a written protocol for City staff to periodically update the inventory.
8. Contractor shall include with their proposal a detailed cost model of their proposed payment schedule.

All work orders/requested work will be issued by the City Arborist or a Forestry designee only

### **III. Requirements**

The Contractor shall derive a majority of income from Arboriculture work.

The Contractor shall have a minimum of one (1) International Society of Arboriculture (ISA) Certified Arborist on staff, and on site, during the duration of the work under this contract with the City of Wichita. A copy of current ISA certification numbers associated with the staff must be provided with the proposal document.

All employees of the Contractor must be at least 18 years of age.

Contract Management or supervisory personnel must be available during the City of Wichita Forestry Division regular working hours (Monday through Friday, 7:00AM to 3:30PM). The Contractor shall provide a list of all supervisory personnel assigned to this contract. This up-to-date list shall include the names and contact numbers of all Supervisors. If management or supervisory personnel are habitually unavailable and unresponsive to communication efforts, the contract may be terminated.

All employees of the Contractor will be required to properly wear all Personal Protective Equipment in accordance to ANSI Z133 standards.

The Contractor is responsible for pedestrian and vehicular traffic near and through the work zone and the safety thereof. All work zone and traffic control cones, signs, lights etc. will be supplied by and appropriately used by the Contractor per the Manual on Uniform Traffic Control Devices (MUTCD) regulations. The City of Wichita will not supply any traffic control device under the terms of this contract.

The Contractor shall not leave any equipment or traffic control equipment on site overnight unless prior arrangements and approval has been granted in writing from the City Arborist.

The contractor will provide their own equipment including, but not limited to; computer equipment, data gathering equipment, vehicles, office supplies, and any other materials necessary to execute the duties of this contract. . All equipment will be in good to excellent working condition for use within the extent of this contract. All equipment intended by the contractor to be used under this contract will be made available for inspection at the request of the Park and Recreation Department.

The Contractor agrees to provide any requested data at any given time to the City of Wichita for review. In addition, the City reserves the right to monitor and inspect any data collection, data entry or field activities without prior notice.

Work shall be executed in such a way as to avoid hazard to persons and property, interference with the use of adjacent structures and interruption of free passage to and from such structures. Contractor shall supply Golf Course Supervisors with a 24 hour notice of intent to perform work and will conduct said work in a manner that will not obstruct any golf course activities.

Work under this Contract will be performed on public property in full view of the general public. Citizen's impressions of the Contractor's employees, equipment, work procedures and finished product will reflect on both the Contractor and the City of Wichita. The Contractor's employees shall present a neat, clean, well-groomed, professional appearance and shall conduct themselves in a respectable and professional manner while performing the duties of this proposal and while on City property.

The Contractor is responsible for any damage to public or private property, including but not limited to landscaping, sidewalks, drive ways, curb and guttering, road surface, irrigation systems, fences, and lawn areas. The Contractor is responsible for all site restoration at no additional cost to the City and shall be repaired in a manner acceptable to the City, prior to payment by the City of Wichita. In the event any damage is done to City and/or private property, caused by Contractor's personnel, the Contractor shall notify the City Arborist no later than the next working day. If the Contractor has not repaired/replaced damaged property within 48 hours, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice(s).

The Contractor must guarantee final deliverables are compatible with the City of Wichita's asset management software, Lucity, and the iTrees Street program.

If at the time of the final inspection, portions of the work are determined to be unsatisfactory, the Contractor shall correct the deficiencies, where upon another inspection of the revised work will be made before final acceptance.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event on such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

The City of Wichita reserves the right, in its best interest as determined by the City, to cancel this contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation

The City reserves the right to require the Contractor to perform and be paid for a percentage of an area's target area as directed by the City Arborist.

The City reserves the right to pay the contractor a percentage of the contract price for completion of a percentage of the work as documented by the City Arborist.

The City may make various site improvements or developments during the contract period including tree plantings and/or tree removals. Any site alterations will not result in the contractor being entitled to any more or any less compensation per this contract.

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Wichita and its officers, employee and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to proposal process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

This is a tax exempt project. A Sales Tax Exemption Certificate from the State of Kansas will be provided.

All invoices submitted for payment will include itemized pricing of the completed target area with an average cost per tree notated for inventory purposes.

#### **IV. Proposer Requirements and Evaluation Criteria**

All proposals will be evaluated and selected individually, based on the overall quality and value for this project. The City of Wichita is seeking proposals from qualified firms with experience in Tree Inventory and Data Integration projects. Your proposal must specifically address each of the questions/issues that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. A Screening and Selection Committee consisting of staff from various City departments and/or the community will evaluate proposals. At the discretion of the Selection Committee, respondents may be asked to make an oral presentation to clarify information in their submittal. The Selection Committee will make recommendations regarding the selection to the City Council and request authorization to enter into a contract with the approved firm.

Proposals and firms will be evaluated based on the following criteria that includes but is not limited to:

1. Provide an Executive Summary (no more than two (2) pages) demonstrating your understanding of the requirements of the project. Include a description of your proposed approach and methodology for the project.
2. Describe your company's previous experience in providing the requested services to municipalities and demonstrate substantial ability to complete tree inventory projects of a minimum of 100,000 trees. Include a minimum of six (6) other projects your company has completed where the data collection requirement met or exceeded 100,000 trees. Describe the size of the project, the timeline involved and how many people from your company were included. Include a main point of contact with a name, title, telephone number, and email address for each Project Manager.
3. Identify the number of years your firm has successfully provided the type of service being requested within this proposal.

4. Specify your level of knowledge and experience in professional arboriculture consulting services to collect tree and tree planting site inventory data, write summary reports, and provide management recommendations for community forest operation activities.
5. Describe the firm's recent experience with spatial data collection.
6. 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. Resumes are acceptable (no more than 1 page per resume). A copy of current ISA licenses and certification numbers must be provided with the proposal document. The Proposer shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must be approved by Wichita Park and Recreation Department.
7. 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 lines of authority for personnel involved in the performance of the work included in this contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include detailed contact information on whom within the firm will have prime responsibility and final authority for the work as the Project Manager.
8. Provide any suggested technical or procedural innovations or new concepts that you have used previously on other projects which may provide the City with better service, improved data gathering, and/or cost savings.
9. Include a project plan that details all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. Your proposal shall include methodology used in an attempt to identify unfamiliar species so that in each project community, no greater than 1% of total trees remain unidentified. Although some trees are commonly listed by genus only, no greater than 5% of total trees in each project community shall exclude species-specific data. This plan shall contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to successfully complete the project.
10. Provide a detailed cost model of the proposed payment schedule from the City of Wichita to the Contractor.
11. Describe Contractor's expectations for City staff. Describe the minimum expectations of City staff for any information to be provided including but not limited to; time lines for review of work, meeting participation, and any other expectations of City staff necessary to complete the project.
12. Proposed Fees.

Cost will not be the sole criteria for selection of a firm.

### **THE SELECTION PROCESS**

The City of Wichita reserves the right to accept or reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in the Request for Proposal (RFP) and an agreement to negotiate a contract for services. The City reserves the right to make an award on the basis of greatest benefit to the City and is not obligated to select the lowest cost option.

A Selection Committee will review the proposals and interview the selected candidate firms. The Selection Committee will make a recommendation to the City Council for a firm to request the authorization to negotiate a contract for services in a not-to-exceed amount.

### **PROPOSAL SUBMISSION REQUIREMENTS**

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of firms seeking to provide comprehensive services specified herein for the City of Wichita, in conformity with the requirements of this Request For Proposal. The proposal should demonstrate qualifications of the firm and the staff to undertake this project. It should also specify the proposed approach that best meets the Request For Proposal requirements. The proposer must address each of the service specifications under the Scope of Services.

### **Mandatory Elements**

1. One (1) original and ten (10) copies of the proposal must be submitted to the following address no later than **3:00 P.M.** on **FRIDAY, APRIL 18, 2016:**

City of Wichita, Purchasing Manager  
12<sup>th</sup> Floor, 455 N Main  
Wichita, KS 67202

2. All proposals must be submitted on 8 ½" X 11" white paper (no legal size or odd size pages are permitted) and fully address the Scope of Services.
3. The proposal must include the signature of an official of the firm that is authorized to contract for the firm. The proposal must contain: contact person name and title; name of firm; address of firm; telephone number of contact person; fax number of firm and email address of contact person.
4. A profile of the firm including the official contact person, telephone number and mailing address. If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified.

The cost of preparing and delivering proposals is not eligible for inclusion in the cost proposal. Proprietary business information included in the response to this Request for Proposal should be marked clearly as such. Information that is strictly proprietary may not subject to release, as a component of an open record request subject to review by the City Attorney. Proprietary information should be marked as such on each page on which the information appears.

### **Cost Proposal Sheet**

1. Contractors are asked to prepare a cost for the Tree Inventory and Data Integration cost for one year.
2. Contractors are asked to prepare a separate cost for the consultant to prepare an i-Tree Streets analysis for the City's street trees using the City of Wichita's Tree Inventory Data.
2. Contractors are asked to prepare a separate cost of preparing a Five Year Street Tree and Park Management Plan and provide the accompanying summary report files. These reports shall include, but not necessarily be limited to:
  1. Recommendations for Priority 1, 2 and 3 tree removals.
  2. Recommendations for Priority 1 and 2 tree pruning.
  3. Recommendations for new planting sites in vacant right-of-way locations.

All Plans must conform to National Standards Institute A300: Standards for Tree Care Operations

## **Challenges and Protests**

### **Challenges**

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12<sup>th</sup> Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316)268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's e-procurement website, <https://ep.wichita.gov>, for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

### **Protests**

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12<sup>th</sup> Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 9:00 a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's e-procurement website at <https://ep.wichita.gov> under the bid results tab. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12<sup>th</sup> Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the

solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

The protestor may seek reconsideration of the decision of the Contractor Compliance Officer in writing to the Internal Auditor located on the 13<sup>th</sup> Floor, City Manager Office, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business days following the day of issuing an email or written notification of decision. Failure of a protestor to file a written reconsideration request related to the Contract Compliance decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered. The Internal Auditor's decision will be issued by email or written notification within ten (10) business days after receiving the written reconsideration, unless this time for a response is extended in writing and agreeable by both parties.

The Internal Auditor's decision will be final, unless the protestor seeks a hearing before the City Council, by written request filed with the City Clerk, located on the 13<sup>th</sup> Floor, City Hall, 455 N Main, Wichita, KS, prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of the Internal Auditor's decision. Failure of a protestor to file a written reconsideration request related to the Internal Auditor's decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

If there is timely written reconsideration request, the protestor may seek reconsideration of the decision of the Internal Auditor by means of a hearing before the City Council. This hearing shall be in aid of the City Council's legislative authority to approve contracts for goods, services and public improvements on behalf of the City, and does not imply any due process right of the protestor in an unawarded, unexecuted contract. The hearing shall be scheduled as soon as practicable according to the City Council's calendar. The hearing shall be granted only upon such facts and issues as are presented in writing to the City Clerk for submission to City Council at or before noon on the Thursday preceding the scheduled hearing. No documents or other evidence shall be accepted at the hearing. The protesting party shall have available no more than 20 minutes for presentation of argument, followed by no more than 20 minutes of argument presented by City staff. The City Council may deliberate in executive session to seek the assistance of the City Attorney, but shall deliver its decision from the bench during the City Council meeting.

If a written protest is made against any proposed award or the award of a contract that relies in part on federal funding, then the Contract Compliance Officer shall notify the Granting Authority in writing with all information regarding the protest. **A protestor must exhaust all administrative remedies with the City of Wichita before pursuing a protest with the Granting Authority.** Protestors are put on notice that according to federal regulations, certain determinations made at the local level are not subject to appeal to the Granting Authority. If a review is granted by the Granting Authority, it will be limited to:

- (1) the City of Wichita's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violations of Federal law or regulations.

The Contract Compliance Officer will provide notice to the Granting Authority Regional Office or Headquarters Office of any request for reconsideration before the Internal Auditor, and also provide notice of the decision rendered by the Internal Auditor, or any alternative resolution reached.



## RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) 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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

## **KANSAS OPEN RECORDS ACT**

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Bidders should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the bidder reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the bidder requests that the City to contact the bidders for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

## **SUBCONTRACTING/JOINT VENTURES**

Vendors are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

## **EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION**

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their proposals. Therefore, each vendor shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the vendor and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

## **GENERAL SPECIFICATIONS**

### **PROPOSAL FORMS**

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

### **CONFLICT OF INTEREST**

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

### **LICENSE**

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

### **CONTRACT**

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

### **EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT**

**The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.**

### **ARBITRATION PROVISIONS**

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

### **ANTITRUST LITIGATION CLAUSE**

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

### **CONSTRUCTION - PAVING PROJECTS**

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

### **RESTORATION**

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

### **FEDERAL EXCISE TAX**

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

### **ESTIMATED QUANTITIES**

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

### **CITY OF WICHITA CREDIT CARD**

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

### **DELIVERY**

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

### **AWARD**

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.