Request for Proposal
RFP 23-920

Professional Services for: Citywide Beautification and Landscape Improvements

NIGP Commodity Code(s): 988-89; 988-52; 790-70; 595-75; 595-66; 595-26

RFP Schedule

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>10/28/2022</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>No Pre – Proposal Conference</td>
</tr>
<tr>
<td>Location / Zoom/Teams link</td>
<td></td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>11/7/2022</td>
</tr>
<tr>
<td>Submit to assigned buyer via email.</td>
<td>10 Days prior to RFP due date</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>11/16/2022</td>
</tr>
<tr>
<td>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</td>
<td></td>
</tr>
</tbody>
</table>

If you have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with the RFP 23-920 in the subject line.

Submit proposals (sealed) to:
Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103
I. OVERVIEW AND GOALS:

The goal of this Request for Proposal (RFP) is to secure professional services to provide all necessary labor, equipment, and miscellaneous items for install of trees, shrubs, ground cover and maintenance for citywide beautification and landscape improvements throughout the City of Tulsa, along with the assessment and mapping of these improvements in a software for reporting of these sites.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

Prior to this RFP the City had an agreement for the planting and maintenance service of trees in and around the City. An expansion of both services planting and maintenance in existing and new areas of the City, along with the need to maintain the maintenance of these sites have led to this solicitation.

III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City may adjust this schedule as needed.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>RFP Issue Date</td>
<td>10/28/2022</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>11/7/2022</td>
</tr>
<tr>
<td>PROPOSAL DUE DATE</td>
<td>11/16/2022</td>
</tr>
<tr>
<td>Begin proposal evaluations</td>
<td>11/17/2022</td>
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<tr>
<td>Interviews with Respondents (If Needed)</td>
<td>11/21/2022</td>
</tr>
<tr>
<td>Negotiations with apparent successful Respondent begin (anticipated)</td>
<td>11/28/2022</td>
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<tr>
<td>Execute contract (anticipated)</td>
<td>12/5/2022</td>
</tr>
<tr>
<td>Begin service delivery (anticipated)</td>
<td>12/7/2022</td>
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IV. SCOPE OF SERVICES:

1. General
   1.1 Scope: The purpose of this RFP is to secure a Seller to provide all labor, materials, equipment, and miscellaneous items needed to install trees, shrubs, ground cover, prepare beds, staking, provide associated maintenance, and warranty all work for three years after installation. The Seller is also required to assess existing trees and map them in a software program or system that allows reporting of the assessments and provides the City of Tulsa mapping of the sites being maintained. All work is to be overseen by an ISA Certified Arborist. A project map is included as Exhibit “C” for reference of the sites and proposed years for installation. The listed sites and years to install is for reference only and may modified and/or deleted or other sites may be added.

   1.2 References: The following publications listed below, but referred to hereafter by basic designation only, form a part of this Specification to the extent indicated by the references thereto:

   1.2.1 American National Standards Institute (ANSI) Publications Z60.1-2014. Nursery Stock

   1.2.2 ANSI A300 Pruning Standards

1.3 Inspections: All materials proposed to be installed by the Seller will be subject to the inspection by the City prior to installation. This may include visiting the source of the materials to determine acceptability.

1.4 Delivery, Storage, and Handling:

   1.4.1 Delivery
   1.4.1.1 Seller shall notify the City of the delivery schedule 48 hours in advance of the delivery so that City can inspect the plant material upon arrival to the job site. Unacceptable plant material will be removed from the job site immediately.

   1.4.1.2 Fertilizer and “Back to Nature” shall be delivered to the site in the original, unopened containers bearing the manufacturer's guaranteed chemical analysis, name, trade name, or trademark.

   1.4.1.3 Chemicals used for weed control and pest control shall be delivered to the site in the original containers. Containers that do not have legible labels that identify the manufacturer's registered uses will be rejected and immediately removed from the site.
1.4.2 Storage

1.4.2.1 Plants not installed on the day of arrival at the site shall be stored and protected. This includes providing on-site storage to protect from climatic conditions on-site until installation occurs.

1.4.1.2 All plants stored on the project site shall be protected from drying out at all times by covering the balls or roots with organic mulch material. Approved mulch material includes wood chips, shredded bark, peat moss or other similar mulching material.

1.4.3 Handling

1.4.3.1 Care shall be taken to avoid damaging plants being moved from the nursery or other storage areas to the planting site.

1.4.1.3 Plants shall not be handled by the trunk or stems.

1.4.1.4 Cracked or mushroomed plant balls will be rejected. A suitable method of handling shall be employed to preclude cracked or mushroomed plant balls at the point of delivery.

1.4.1.5 Plants shall be protected from freezing or drying out by a covering of burlap, tarpaulin, or mulching material during transportation from the storage location to the planting location.

1.4.1.6 Damaged/diseased plants will be rejected and shall be removed from the site immediately.

1.5 Compliance: All work and Seller operations shall comply with all local, state, and federal requirements.

1.6 Warranty: All plant material shall be warranted for three (3) years. If the planting dies the Seller will be required to replace the plant with an equal size and species at the correct planting time. If a tree dies during the summer, the Seller will be required to remove the tree immediately and then plant a replacement in the fall which is the proper planting time for a tree. This will be followed for all types of plantings handled and be included in any resulting contract.

1.7 Insurance: The Seller will be required to carry all insurance and bonds required by this IFB which shall be included in any resulting contract.

1.8 Inflationary Adjustments: With each renewal, the contract prices can be adjusted based on the U.S. Bureau of Labor Statistics All Urban Consumers (CPI-U). Inflationary increases are limited to up to 5% annually. The unit prices of the contract will be adjusted annually to account for the CPI-U.
2. **Products**

2.1 **Plants:**

2.1.1 Plants shall conform to the varieties specified in the plant list and be true to the botanical name.

2.1.2 Planting stock shall be well-branched and well-formed, sound, vigorous, healthy, and free from disease, sun scald, windburn, abrasion, harmful insects or insect eggs, and shall have healthy, normal, and unbroken root systems.

2.1.3 Trees shall be symmetrically developed; their structure and habit of growth shall be typical for the species or variety and shall have stems free from objectionable disfigurements.

2.1.4 Ground covers shall be the clump size specified and be the proper age for the grade of plants specified. Plants shall be well established in removable containers with healthy root systems and good top growth.

2.1.5 Plants of the same species shall be matching in height, spread and branching habit unless otherwise noted.

2.1.6 Plants shall have been grown or acclimatized under similar conditions to the locality of the project.

2.1.7 The minimum acceptable sizes of all plants, measured before pruning and with branches in normal position, shall conform to the measurements indicated in the plant material list. Plants larger in size than specified may be used with the approval of the City with no change in contract price. If larger plants are used, the ball of earth or spread of roots shall be increased in accordance with ANSI Z60.1.

2.1.8 The Seller shall facilitate inspection and identification by labeling trees and bundles or containers of the same shrub, ground cover, or vine with a durable, waterproof label and weather-resistant ink. Labels shall state the correct plant name and size as specified in the list of required plants. Labels shall be securely attached to plants, bundles, and containers of plants. The labels shall be legible at all times until planting occurs.

2.1.9 Plant material shall be nursery grown unless otherwise indicated and shall conform to the requirements and recommendations of ANSI Z60.1.

2.1.10 Plants shall be dug and prepared for shipment in a manner that will not cause damage to branches, shape, and future development after planting.
2.1.10.1 Ball and burr lapped (B&B) shall have ball sizes and ratios conforming to ANSI Z60.1. Plants shall be balled with firm, natural balls of soil. B&B plants shall be wrapped firmly with burlap or strong cloth and tied. The wrapping material shall be capable of rotting in the ground and shall not be a permanent material.

2.1.10.2 Container grown plants shall have sufficient root growth to hold the earth intact when the plants are removed from the containers. The plants shall not be root bound.

2.2 Topsoil:

2.2.1 Seller shall provide topsoil where required. The topsoil shall be a sandy loam topsoil and be a natural, friable soil from a local source.

2.2.2 Topsoil shall be obtained from well-drained areas and shall be free of admixture of subsoil and foreign matter or objects larger than 1-inch in any dimension. The topsoil shall also be free of any toxic substances and any material or substances that might be harmful to plant growth.

2.2.3 The pH range shall be 6.5 to 7.5 and have an organic content of not less than 2%.

2.3 Soil Conditioners:

2.3.1 Organic soil conditioner shall be “Back to Nature” cotton burr compost by South Plains Compost, Inc., or pre-approved substitute.

2.4 Fertilizer:

2.4.1 Shall be a commercial grade and uniform in composition and shall conform to applicable federal regulations.

2.4.2 Granular fertilizer shall be Ozmocote 14-14-14, 18-6-12, or pre-approved substitute.

2.5 Mulch:

2.5.1 Shall be free from deleterious materials and shall be stored as to prevent inclusion of foreign materials.

2.5.2 Organic mulch shall be shredded mulch free of any reproducing plant parts or deleterious materials.
2.6 Water:

2.6.1 Water shall be provided to the site by watering truck for the installation and establishment of the plantings. The cost for the watering shall be included in the cost of the landscaping. Watering shall be a requirement for the 3-year warranty period.

2.7 Staking and Guying:

2.7.1 Stakes shall be eight-foot (8’) T-Posts. Wood posts will be considered as acceptable.

2.7.2 Guy wire shall be twelve gauge annealed galvanized steel.

2.7.3 Chafing guards shall be reinforced garden hose.

2.7.4 Turnbuckles shall be galvanized metal and have a three inch (3”) minimum lengthwise opening fitted with screw eyes.

2.8 Metal Bed Edging:

2.8.1 Shall be commercial grade three sixteenth by six-inch (3/16”x6”) steel, with tapered stakes (sixteen (16”) long) and have 4 stakes per 10ft of length. The manufacturer shall be Col-met or approved equal. The color shall be black.

2.9 Concrete Bed Edging:

2.9.1 Concrete edging shall be 4-inch wide by 4-inch thick. The concrete shall be poured on a 4-inch wide by 4-inch deep compacted aggregate base. The concrete shall have a minimum compressive strength of 3500psi.

3 Execution

3.1 Planting Seasons and Conditions:

3.1.1 Planting shall be done between the dates of September 15 through June 15.

3.1.2 Planting shall be done with the approval of the City only when the ground is not frozen, snow covered or in an unsuitable condition for planting.

3.1.3 If special conditions exist that may warrant a variance in the above planting dates or conditions, a written request shall be submitted to the City stating the special conditions and proposed variance.
3.2 Layout:

3.2.1 The Seller shall be responsible for assessing each location and providing a landscape layout for review by the City. The layout shall provide a drawing for each location and shall include all proposed plantings for the site included in a planting list. The City shall review and provide comments. The Seller shall not proceed until the City has reviewed and ultimately approved a drawing and material list for each site. Costs for the layouts shall be included in the costs of the plantings and other proposed work. No additional payment shall be allowed.

3.2.2 Shrub locations shall be staked on the project site by the Seller and approved by the City prior to any plant pits or beds are dug. The City may adjust plant material locations to meet field conditions.

3.2.3 After layout is approved, all weeds and grass shall be removed from beds.

3.3 Excavation for Planting:

3.3.1 Damage to utility lines shall be repaired at the Seller's expense.

3.3.2 Rocks and other underground obstructions shall be removed to a depth necessary to permit proper planting according to plans and specifications.

3.3.3 If underground utilities, construction or solid rock ledges are encountered, other locations may be selected by the City.

3.3.4 All standard planting beds shall have 24” depth of planting mix. Planting mix shall consist of 25% “Back to Nature” and 75% sandy loam topsoil and be well blended forming a consistent mix.

3.4 Excess Topsoil: Shall be removed from the project site as directed by the City.

3.5 Setting Plants:

3.5.1 Balled and bur lapped and container grown plants shall be handled and moved only by the ball or container.

3.5.2 Plants shall be set plumb and be held in position until sufficient soil has been firmly placed around the roots or ball.

3.5.3 Plants shall be set in relation to surrounding grade so that they will be the same depth at which they were grown in the nursery or container.
3.5.4 Tree pits shall be backfilled with one bag of “Back to Nature” and the native soil that came from the hole and be well blended forming a consistent mix. The blended mix shall be placed around the tree root ball.

3.5.5 Ball and burr lapped stock shall be backfilled to approximately half the depth of the ball and then tamped and watered. Excess burlap and tying materials shall be carefully removed or folded back. Wire cages shall have the top three rows of rungs removed. The remainder shall then be backfilled up to a height equal to the top of the root ball. If plastic wrap is used in lieu of burlap, it shall be completely removed before the placement of backfill.

3.5.6 Container grown stock shall be removed from containers in such a way as to prevent damage to plant or root system. Planting shall be completed as specified herein under ball and burr lapped plants.

3.6 Staking and Guying:

3.6.1 Trees shall be guyed.

3.6.2 Trees shall be held firmly to posts with a double strand guy wire with chafe guards where wire contacts the tree.

3.7 Fertilization: All bed areas shall be top-dressed with 18-6-12 Ozmocote at a rate of two pounds per 100 square feet for beds and one-half pound per caliper inch for trees. If any fertilizer adheres to plants, it shall be carefully flushed off.

3.8 Mulching:

3.8.1 Placing organic material – Mulch shall be spread to a uniform thickness of three inches or as otherwise approved by the City.

3.8.2 Mulch shall be kept out of the crowns of shrubs, sidewalks, lights and any other structures.

3.8.3 Mulch ring on trees shall be large enough to extend past the root ball area.

3.9 Pruning:

3.9.1 New plant material shall be pruned in the following manner:

3.9.1.1 All structural pruning shall be overseen and provided by an ISA Certified Arborist. No exceptions to this will be allowed.
3.9.1.2 Dead and broken branches shall be removed.

3.9.1.3 Typical growth habit of individual plants shall be retained with as much height and spread as is practical.

3.9.1.4 Cuts shall be made with sharp instruments and shall be flush with the trunk or adjacent branch to insure elimination of stubs. “Headback” cuts at right angles to line of growth shall not be permitted.

3.9.1.5 Trees shall not be poled or the leader removed.

3.9.1.6 Trimmings shall be removed from the site and disposed of properly.

3.9.1.7 Do not remove any top growth to compensate for diminished root ball size.

3.9.2 Existing plant material shall be pruned in the following manner:

3.9.2.1 Pruning of existing trees shall be done in a manner as outlined in section 3.9.1. This pruning shall apply for all trees requested to be pruned that are not covered by warranty period.

3.10 Restoration and Clean-up:

3.10.1 Excess and waste materials shall be removed from the sites daily.

3.10.2 When planting in an area has been completed, the area shall be cleaned of all debris, spoil piles, and containers.

3.10.3 At least one paved pedestrian access route to the building shall be kept clean at all times. Other paving shall be cleaned when work in adjacent areas is completed.

3.11 Maintenance During Installation:

3.11.1 Maintenance operations shall begin immediately after each plant is planted and shall continue as required until acceptance.

3.11.2 Plants shall be kept in a healthy, growing condition by watering, pruning, spraying, weeding and any other necessary operations of maintenance.

3.11.3 Plant water basins and beds shall be kept free of weeds, grass and other undesired vegetation.
3.11.4 Plants shall be inspected at least once per week by Seller, and needed maintenance performed promptly.

3.11.5 Plants shall be hand watered by watering truck to provide at least 1-1/2" per week when there has been insufficient rain to sustain the plants.

4 Extended Warranty

4.1 Warranty Period: The warranty period shall begin on the date that an inspection by the City shows that all plants are acceptable, in place, and have been installed in accordance with the specifications.

4.2 During the Warranty Period:

4.2.1 All plants shall be guaranteed for a period of three (3) years from the date of the beginning of the warranty period and shall be maintained as living, healthy specimens at all times during this period.

4.2.2 During the warranty period, the Seller shall be responsible for the following work:

4.2.2.1 Immediately remove dead plants and plants not in a vigorous condition and replace as soon as weather conditions permit. Match with adjacent plants of the same species in size and form. Each replacement shall be covered with a minimum of a two-year warranty commencing at the time of planting. If the planting dies during the first year, then the remainder of the three-year warranty period will be provided.

4.2.2.2 Weeding of plant beds and tree pits.

4.2.2.2.1 Area around all trees within saucer rim should be freed of all grass and weed growth. Saucer rim shall be maintained around the cultivated area to hold water.

4.2.2.2.2 Perennial beds to be maintained substantially weed free.

4.2.2.3 Watering sufficiently to maintain optimum moisture level.

4.2.2.3.1 Tree Watering: Trees shall be watered a minimum of once per week during the growing season (March through October). During the winter months (November through February) water as needed to establish and maintain proper tree health.
4.2.2.3.2 Shrubs shall be hand watered during the growing season (March through October), adjust for amount of rainfall to provide approximately 1-1/2”-2” of moisture every ten days. During the winter months (November through February) water plants in time of drought to keep the plants viable.

4.2.2.4 Pruning

4.2.2.4.1 Trees: Prune as necessary to remove broken or dead branches and maintain natural character in accordance with acceptable horticultural standards. Pruning should be accomplished at least once a year. All pruning will be overseen and provided by an ISA Certified Arborist. No exceptions allowed to this requirement.

4.2.2.4.2 Deadhead all perennials after bloom period each year.

4.2.2.4.3 Cut back grasses down to near crown in early spring for two years.

4.2.2.4.4 Cleanup: Remove all debris created by pruning as work proceeds.

4.2.2.5 Disease and Insect Control: If an insect outbreak occurs chemically remove and/or control. Submit type and frequency of chemical control to the City for approval prior to application.

4.2.2.6 Maintain plants in an upright, plumb position, and repair any settling.

4.2.2.7 Maintenance of wrappings, guys, turnbuckles and stakes.

4.2.2.7.1 Seller shall adjust turnbuckles or otherwise keep the guy wires tight.

4.2.2.7.2 The Seller shall be responsible for repairing or replacing accessories as needed.

4.2.2.7.3 Remove all tree guys after one year and turn over to the City.

4.2.2.8 Fertilization

4.2.2.8.1 Apply evenly within the saucer rim or planting bed.

4.2.2.8.2 Apply in April or May
4.2.2.8.3 Trees 2-1/2” caliper and greater – 1 pound of 14/14/14 Osmocote slow release.

4.2.2.8.4 Shrubs – 3 pounds/1000 square feet of bed area of 14/14/14 Osmocote slow release.

4.2.2.9 Trash Removal – all litter and trash in shrubs, grass, and tree planting areas shall be removed.

4.2.2.10 Remulching

4.2.2.10.1 Tree saucers shall be mulched as necessary to maintain a 3” mulch depth. This item shall be performed at least every six months if replenishment is necessary.

4.2.2.10.2 Shrub beds shall be mulched as necessary to maintain a 3” mulch depth. This item shall be performed at least every six months if replenishment is necessary.

4.3 End of Warranty Period:

4.3.1 A preliminary inspection by the Seller and the City will be held at thirty-four months from the date of the beginning of the warranty period to determine acceptability of the plantings. Any plantings found to be unacceptable shall be replaced within two weeks of the inspection unless otherwise approved by the City.

4.3.2 A final inspection shall be held at the thirty-six-month date and verify that all plantings are still viable. Any planting found to be non-viable shall be replaced and upon acceptance the warranty period for the original tree shall be considered to be complete.

4.3.3 Any delay by the Seller to replace the plantings at the final inspection shall delay the completion of the warranty period and the Seller shall continue to be responsible for the plantings.
V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

1) Mapped inventory list of existing locations and materials installed throughout the Contract.
2) Proposed plantings per location with a site plan.
3) Monthly activity list of work performed.
4) Annual summary of work accomplished

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics
The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

<table>
<thead>
<tr>
<th>Performance Metric</th>
<th>Data Source</th>
<th>Data Collection Frequency</th>
<th>Data Collection Responsibility</th>
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<tbody>
<tr>
<td>Landscaping Designed</td>
<td>TBD</td>
<td>Annual</td>
<td>Seller</td>
</tr>
<tr>
<td>Landscaping Installed</td>
<td>TBD</td>
<td>Quarterly</td>
<td>Seller</td>
</tr>
<tr>
<td>Landscaping Replaced</td>
<td>TBDM</td>
<td>Annual</td>
<td>Seller</td>
</tr>
<tr>
<td>Landscaping Areas</td>
<td>TBD</td>
<td>Monthly</td>
<td>Seller</td>
</tr>
<tr>
<td>Total Inventory</td>
<td>TBD</td>
<td>Annual</td>
<td>Seller</td>
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Contract Performance Monitoring
As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date
VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by 5:00 p.m. on Wednesday, November 16, 2022, Central Daylight Time. Please place proposals in a sealed envelope or box clearly labeled “RFP 23-920, Citywide Beautification and Landscape Improvements.

Proposals received late will be returned unopened.

B. Interested Respondents should submit:

One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

C. Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website: https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/.

The City is not responsible for any failure to register.

E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on Monday, November 7, 2022.

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber
VIII. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All bids will be evaluated using the following criteria:

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Points</th>
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<tbody>
<tr>
<td>Firm Experience and History</td>
<td>30</td>
</tr>
<tr>
<td>Capacity and Project Organization</td>
<td>30</td>
</tr>
<tr>
<td>Support – for Mapping Software</td>
<td>15</td>
</tr>
<tr>
<td>Pricing, Cost Proposal</td>
<td>25</td>
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</table>

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in Title 6, Chapter 4 of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code_of_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**Evaluation Criterion 1**

<table>
<thead>
<tr>
<th>Firm Experience and History</th>
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<tbody>
<tr>
<td>Respondent shall demonstrate the experience of the firm considering the type of services required. Recent experience of the firm and successful completion of services or work of a similar type and complexity will be a material consideration.</td>
</tr>
<tr>
<td>Include information such as firm’s past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, cooperation and responsiveness.</td>
</tr>
<tr>
<td>The City of Tulsa may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for the City of Tulsa.</td>
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**Submittal Requirements**

**Respondent shall**

1. Provide a brief description of your company to include your length of experience in performing the work described in Section IV, Scope of Work.
2. Describe recent services provided by your company and any proposed sub-Sellers that demonstrate the company’s ability to perform the requirements as indicated in the scope of services. Be sure to point out if the services were of similar size and if they were for a governmental entity.
3. Describe how well your company has been able to meet schedules and the response times you have provided.
4. Provide four (4) client references that your firm has completed for projects that are similar to the City’s current RFP using the template contained in Attachment A.
Respondent shall demonstrate the firm’s capacity, available additional resources, and ability to provide the City of Tulsa with the required services. This should be demonstrated through the firm’s understanding of City of Tulsa’s needs, the scope of work to be provided to manage and complete the work, and submittal of the following required information.

**Submittal Requirements**

**Respondent shall:**

1. Provide a detailed description of your company’s methodology, work plan and anticipated timeline for implementing the proposed scope of work. Discuss any special considerations, challenges, or assumptions made.

2. Describe what personnel would be assigned to this contract and describe their qualifications, physical location and their knowledge of the Tulsa metro commercial real estate market.

3. Describe your company’s ability to communicate and complete necessary paperwork to achieve project goals and benchmarks.

**Evaluation Criterion 3**

**Support – for Mapping Software**

Respondent shall demonstrate the firm’s ability to provide support.

**Submittal Requirements**

**Respondent Shall:**

1. Describe your customer support hours? Describe what types of support are available?

2. Describe the average response time for support? Explain different response times as they apply to different levels of support (help running a report or system crash)

**Evaluation Criterion 4**

**Price**

The City of Tulsa is not obligated to award a contract to the lowest priced proposal and may accept the proposal that the City of Tulsa determines provides the best value to the City of Tulsa based upon evaluation criteria described above.

The price in the Price Sheet Summary, must include all direct hourly rates, direct costs including travel, parking, overhead, and profit. The City of Tulsa may, in its discretion, pay for extraordinary, unanticipated costs, subject to prior written approval by the City of Tulsa.
Submittal Requirements

Respondent shall:

Complete and submit Exhibit A, the Price Sheet Summary, as contained in this RFP.

In Your proposal, please include a response to the following:

A. Provide a total cost proposal for all products and services to be delivered. Fixed fee is preferred. Provide details of a fee-based schedule. If any portion of the project (such as implementation, data migration and/or conversion, or training) is proposed at an hourly rate and not included in the fixed fee, include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to the project.

B. Indicate if any ongoing or annual costs for software licensing, support or maintenance are required or recommended for the assessment and mapping of the trees, shrubs or landscaping as spelled out in the Specifications.

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in Title 6, Chapter 4 of the Tulsa Revised Ordinances (TRO):
https://library.municode.com/ok/tulsa/codes/code_of_ordinances

IX. MISCELLANEOUS

A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.

B. All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.

C. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).

E. The use of the City of Tulsa’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City’s own proprietary data. All such proprietary data contained in your proposal must be clearly identified.

I. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.
RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk’s Office. We recommend You include this checklist with your proposal.

Respondent’s Name: ______________________________________________

<table>
<thead>
<tr>
<th>RESPONDENT DOCUMENTS</th>
<th>INCLUDED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td></td>
</tr>
<tr>
<td>Proposal Narrative</td>
<td></td>
</tr>
<tr>
<td>Respondent Information Sheet</td>
<td></td>
</tr>
<tr>
<td>Acknowledgement of Receipt of Addenda / Amendments</td>
<td></td>
</tr>
<tr>
<td>Client References – Attachment A</td>
<td></td>
</tr>
<tr>
<td>Price Sheet Summary – Exhibit A</td>
<td></td>
</tr>
<tr>
<td>Project Map – Exhibit B</td>
<td></td>
</tr>
<tr>
<td>Affidavit (Non-Collusion and Interest)</td>
<td></td>
</tr>
<tr>
<td>Acknowledgement of Receipt of Addenda / Amendments</td>
<td></td>
</tr>
<tr>
<td>Additional Information (Optional)</td>
<td></td>
</tr>
</tbody>
</table>
RESPONDENT INFORMATION SHEET

Respondent’s Legal Name: ________________________________________________
(Must be Respondent’s company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: ____________________________________________________

Respondent’s Type of Legal Entity: (check one)
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Limited Liability Limited Partnership
☐ Other: ______________________________

Respondent’s Address: ____________________________________________________
Street City State Zip Code

Respondent’s Website Address: _____________________________________________

Sales Contact: Name: ____________________________
Title/Position: ____________________________
Street: ____________________________
City: ____________________________
State: ____________________________
Phone: ____________________________
Email: ____________________________

Contact for Legal Notice: Name: ____________________________
Title/Position: ____________________________
Street: ____________________________
City: ____________________________
State: ____________________________
Phone: ____________________________
Email: ____________________________

How did you learn about this business opportunity with the City of Tulsa?
☐ Email from Assigned Buyer
☐ City of Tulsa Website
☐ Tulsa World posting
☐ Purchasing search engine
☐ Industry colleague
☐ Other: ____________________________
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write “None” if applicable).

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

______________________________
Printed Name:

______________________________
Title:

______________________________
Date:
ATTACHMENT A - Client References

Organization: _____________________________________________________
Address: _________________________________________________________
Contact Person: _______________________ Phone Number: ______________
Date of Services ___________________________________________________
Description/Scope of Services: _______________________________________

Organization: _____________________________________________________
Address: _________________________________________________________
Contact Person: _______________________ Phone Number: ______________
Date of Services: ___________________________________________________
Description/Scope of Services: _______________________________________

Organization: _____________________________________________________
Address: _________________________________________________________
Contact Person: _______________________ Phone Number: ______________
Date of Services: ___________________________________________________
Description/Scope of Services: _______________________________________

Organization: _____________________________________________________
Address: _________________________________________________________
Contact Person: _______________________ Phone Number: ______________
Date of Services: ___________________________________________________
Description/Scope of Services: _______________________________________
EXHIBIT A - Price Sheet Summary

Respondent's Legal Name: ________________________________
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

PROPOSAL FOR CITYWIDE BEAUTIFICATION & LANDSCAPE IMPROVEMENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>EST. QTY</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Metal Bed Edging</td>
<td>LF</td>
<td>200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Concrete Edging</td>
<td>LF</td>
<td>230</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2-inch Caliper Trees (Green Vase Zelkova, Regal Prince Oak, Eastern Redbud, White Bud, Lacebark Elm, Shantung Maple, Trident Maple, Chinese Pistache, Shumard Oak, Bald Cypress)</td>
<td>EA</td>
<td>300</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6-foot Trees (Loblolly, Pine, Nellie Stevens Holly Vitex)</td>
<td>EA</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3-gallon Shrubs (Grey Owl Junipers, Sea Green Junipers)</td>
<td>EA</td>
<td>650</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3-gallon Grass (Dwarf Maiden Grass)</td>
<td>EA</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Topsoil</td>
<td>CY</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Soil Conditioner - &quot;Back to Nature&quot;</td>
<td>CY</td>
<td>400</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Mulch</td>
<td>CY</td>
<td>500</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pruning (Trees not in warranty period)</td>
<td>EA</td>
<td>300</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Tree Watering (Trees not in warranty period, watering for 1 year)</td>
<td>EA</td>
<td>300</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Grass and Shrub Watering (Items not in warranty period, watering for 1 year)</td>
<td>EA</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Fertilizer (Items not in warranty period, watering for 1 year)</td>
<td>LB</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Grinding and Removal of Stumps, 12” diameter and less (Requires grinding stump and grinding 2” below ground)</td>
<td>EA</td>
<td>50</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
Grinding and Removal of Stumps, Greater than 12" diameter (Requires grinding stump and grinding 2” below ground)  EA  50  $  $ 
Grinding and Removal of Stumps on Elevated Medians (Requires removal of stump and all root mass including removal of 6” of spoils)  EA  50  $  $ 
Tree Removal  EA  100  $  $ 
Spraying of Weed Killer  SY  100  $  $ 
River Rock (1-1/2"-2")  CY  100  $  $ 
Removal of Turf (Remove up to 2” in depth)  SY  100  $  $ 
Annual Flowers Allowance  LS  1  $ 2,500.00  $ 2,500 

**TOTAL ANNUAL COST:**
(All costs must be included or your Bid will be disqualified)  $_________________________

| Hourly labor charge beyond the anticipated Scope of Services | 1 | $  | /hr | $ |

The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa’s general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: _______________________________  Date:________________________

Signature: _________________________________

Name Printed: _______________________________

Title: _________________________________
EXHIBIT B - Project Map

Right-of-Way and Median Repair and Maintenance Locations

Fiscal Year of Slated Improvement
- N Peoria Ave - E Pine St to Glendale Expressway (Site 27)
- E Port Rd - N Sheridan Rd to N 75th E Ave (Site 24)
- E Virgil St - N 60th E Ave to N 23rd E Ave (Site 25)
- W 32nd St S - Southwood Blvd to S Jackson Ave (Site 6)
- E 15th St S - S Harvard Ave to S Yale Ave (Site 2)
- E Admiral Pl - US Highway 101 to N 106th E Pl (Site 26)
- E 11th St S - S 73rd E Ave to S Connell Rd (Site 11)
- E 21st St S - S Canton Ave to S Maplewood Ave (Site 5)
- E 21st St S - S 73rd E Ave to S 79th E Ave (Site 4)
- E 21st St S - S 87th E Ave to S 89th E Ave (Site 3)
- S Peoria Ave - E 33rd St S to E 39th St S (Site 28)
- E 43rd St S - S Pilsbury Ave to S Sandalwood Ave (Site 11)
- E 43rd St S - S Babcock Ave to S Caplin Ave (Site 7)
- E 43rd St S - S 79th E Ave to S 71st E Ave (Site 6)
- S Memorial Dr - E 35th St S to E 46th M S (Site 32)
- E 31st St S - S Memorial Dr to S 88th E Ave (Site 10)
- Riverside Dr/Way - E 41st St S to E 120th St S (Site 25)
- E 61st St S - Riverside Dr to S Peoria Ave (Site 12)
- E 61st St S - S Birmingham Ave to S Delaware Ave (Site 13)
- E 65th St S - S Florence Ave to E 50th St S (Site 14)
- E 61st St S & S Yale Ave Intersection (Site 16)
- E 61st St S - S Memorial Dr to S 89th E Ave (Site 18)
- E 60th St S - S 88th E Ave to S 86th E Ave (Site 10)
- E 71st St S - Riverside Dr to US Highway 101 (Site 20)
- S Wheeler Ave - E 71st St S to E 81st St S (Site 33)
- E 73rd St S - S Lewis Ave to S Wheeler Ave (Site 24)
- S Lewis Ave - E 71st St S to S 81st St S (Site 20)
- S Yale Ave - E 75th St S to E 80th St S
AFFIDAVIT
NON-COLLUSION AND INTEREST

STATE OF __________________________ )
COUNTY OF __________________________ )ss.
I, __________________________, of lawful age, being first duly sworn, state that:
(Seller’s Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of Seller’s Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Seller nor anyone subject to the Seller’s direction or control has been a party:
   a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
   b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

______________________________________________________________________________

By: __________________________
Signature
Title: __________________________

Subscribed and sworn to before me this ________day of ______________, 20____.

____________________________________
Notary Public
My Commission Expires: __________________________
Notary Commission Number: __________________________

The Affidavit must be signed by an authorized agent and notarized
APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Seller for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.

2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.

3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.

4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.

5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.

6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.

7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City’s prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
Top Left Corner of Label

FROM: Name  
Respondent’s legal name  
Street Address  
City, State, Zip Code

PACKING LABEL

FROM:

City of Tulsa - City Clerk’s Office  
175 East 2nd Street, Suite 260  
Tulsa, OK, 7410

Respondent Submission For:  
RFP# 23-920  
RFP DESCRIPTION: Citywide Beautification & Landscape Improvements

This label ensures that Your proposal will be sent to the correct office (City Clerk’s) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk’s Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.