



Request for Proposals

CITYWIDE TREE MANAGEMENT & PLANNING

City of Buffalo

2018-2019

January 4, 2018

**RE: Request for Proposals
2018-2019 City of Buffalo
Citywide Tree Management & Planning**

The City of Buffalo Department of Public Works, Parks & Streets is seeking a qualified firm to provide services necessary for the management of City owned trees, as defined in Scope of Services. The firm shall have the necessary expertise, personnel and facilities to perform the services as a consultant for this project, as defined in Scope of Services.

Any contract resulting from this solicitation will be awarded to that responsive and responsible firm whose proposal conforms to the solicitation and will most effectively meet the needs of the City. The City will take into consideration level of effort, technical qualifications, responsiveness to objectives identified under Scope of Services below, efficiency and cost. Selection of a proposal that will serve as the basis of negotiation for the award of the contract will be accomplished in accordance with all State rules and regulations. The resulting contract will be for the upcoming budget year.

SCOPE OF SERVICES

The selected firm will be responsible for the complete management of all data and inspection regarding the City of Buffalo Trees. Responsibilities include, but are not limited to, maintaining and updating the City's tree GIS database, inspect and respond to citizen concerns regarding tree issues and manage contractors hired by the City to work on trees throughout contract execution for quality of work and payment verification.

Andrew R. Rabb
Deputy Commissioner for Parks and Recreation

The following request for proposals shall be published in the City of Buffalo City Record and on the City of Buffalo Website on the following date: **Tuesday, January 9, 2018.**

**CITY OF BUFFALO
DEPARTMENT OF PUBLIC WORKS, PARKS AND STREETS
REQUEST FOR PROPOSALS**

Sealed proposals for: **2018-2019 CITYWIDE TREE MANAGEMENT AND PLANNING**

will be received by the Commissioner of Public Works, Parks and Streets, Room 502 City Hall, Buffalo, New York, 14202, UNTIL FOUR P.M. LOCAL TIME ON:
FRIDAY, January 26, 2018

Proposal documents may be examined and obtained, at no cost, at the Dept. of Public Works, Parks & Streets, City Hall, 65 Niagara Square, Room 505 – City Hall, Buffalo, New York 14202 from 9:00 a.m. to 4:00 p.m. weekdays from January 9, 2018 through January 26, 2018.

The City of Buffalo is requesting proposals from qualified individuals and firms to provide necessary services for Citywide Tree Management and Planning. The City's objective in soliciting a Request for Proposals is to enable it to select a Respondent that will provide the greatest value, quality and cost effective services to the citizens of Buffalo.

PROPOSERS SHALL COMPLY WITH ALL APPLICABLE LOCAL LAWS AND ORDINANCES.

The City of Buffalo reserves the right to reject any and all proposals and to waive any informalities therein.

Any questions on this project should be referred to:

Ross Hassinger, City Forester
Dept. of Public Works, Parks & Streets
Division of Parks and Recreation
65 Niagara Square
Room 505 City Hall
Buffalo, New York
Phone: (716) 851-4170

Andrew R. Rabb
Deputy Commissioner for Parks & Recreation

Consulting services shall be described below.

EXHIBIT A

SCOPE OF SERVICES

TASK 1 : DATA MANAGEMENT

1. Maintain the City's tree inventory database, including tree data, service call records, contract records, construction inspection records, related electronic documents and site photographs. All data developed by Consultant under this agreement shall be the property of the City of Buffalo.
2. Provide ArcGIS Web Mapping Applications (WMA's) which include the most current City tree inventory data.
 - A. Provide one WMA which shall be viewable online by the general public. The information provided to the general public shall be limited to tree types and sizes, service calls and work activity history as well as proposed work activities for the individual tree.
 - B. Provide one WMA for editing existing or inputting new tree related data. This application shall be password protected and accessible by the Consultant and specified City personnel only.
 - C. Provide an online reservation system for the City's Community Outreach Planting Program. The system shall allow authorized users to select and reserve approved tree species for individually approved planting locations.
3. Maintain construction management online communication tools as developed under Task 3.1.
4. Provide and maintain (6) existing construction management online communication tools for active contracts as described under Task 3.1.
5. All work completed under the Tasks 1, 2, 3.1, 3.2 and 4 shall be incorporated into the GIS databases.
6. Task includes the hosting and maintenance of WMA's for up to 15 months from award of contract.
7. Provide City Forester access and training to tree inventory database in order to fully compile tree history reports in house.

TASK 1.2: INVENTORY MANAGEMENT

1. Perform updates to the tree inventory. There are several areas within the City which have undergone reconstruction since the inventory was updated and require the data to be updated to current conditions. Updates to the inventory shall include both updates to the erroneous existing inventory information as well as adding new inventory location where required. All updates and additions shall include a physical inspection of the tree, and assessment of the tree condition, assignment of risk rating as needed,

recommended maintenance and direction to Contractors and/or Municipal Forestry Crew to address issues as required.

2. All consultant tree inspectors shall be current Certified Arborists as recognized by the International Society of Arboriculture or hold current equivalent state arborist license.
3. This task shall include up to 300 inventory updates.

TASK 2 : SERVICE CALLS

1. All consultant tree inspectors shall be current Certified Arborists as recognized by the International Society of Arboriculture or hold current equivalent state arborist license.
2. As required, Consultant shall receive and review resident concerns regarding trees as recorded by the Department of Citizen Services.
3. Physically inspect trees and provide maintenance recommendations. The maintenance recommendations shall be determined from ground level observations of the trunk, large branches and canopy of each tree and include only a visual inspection of accessible components. Photographically record conditions. Dates of concern and resolution shall be recorded. Inspection reports, photographs and recommendations shall be recorded within the GIS databases. Resolutions shall be transmitted to the Department of Citizen's Services.
4. Duplicate calls for same location are not counted separately
5. All issues shall be ranked by the City's approved risk rating system and prioritized accordingly.
6. Create work order to appropriately direct Contractors and/or Municipal Crew to address issues as required.
7. This task shall include up to 2,350 service calls.

TASK 3.1 : CONSTRUCTION COMMUNICATION MANAGEMENT

1. Develop and provide an online project communications tool including map based displays and reporting capabilities that is password protected for the Contractor and/or Municipal Crew to access. Web page(s) shall display work assigned to Contractor and/or Crew and allow for work to be sorted in a manner so that higher priority work is displayed first.
2. This task shall include up to (6) online contracts.

TASK 3.2 : CONSTRUCTION MANAGEMENT

1. Construction Inspections
 - a. Provide general administration of construction contracts by periodic visits to the project site(s) and inspections by the Consultant and members of his/her staff. All persons engaged or employed on inspection shall be subject to the approval of the Commissioner of Public Works, Parks & Streets. The inspection shall be such as to give proper direction on behalf of the City to the contractors and to observe compliance with all contract requirements. Upon notification by the Contractor that

- the work has been completed, the Consultant shall inspect the execution of work and materials installed to determine the work was completed strictly in accordance with the plans and specifications.
- b. Upon inspection: tree type, size, condition, recommendation, risk rating, work occurred to tree, date of inspection, and name of inspector shall be updated accordingly.
 - c. Determine the amount, quality, acceptability and fitness of all parts of the work, and check and recommend for approval all partial estimates for payment by Contractors.
 - d. Keep complete records of work progress, shop drawings, payments, Contractor's invoices and tests.
 - e. Confer as necessary with City officials and representatives of public and private organizations where their interests are affected by the project.
 - f. Make a final and thorough inspection of the completed work to assure that it is in first-class condition and certify to the City the completion thereof in accordance with the drawings, plans, and specifications to best of the Consultant's ability, and thereupon approve the Contractor's estimates and claims for final payment.
 - g. Provide cost tracking analysis for active Forestry contracts on a monthly basis to the City.
2. Construction Documents
 - A. Provide technical specifications for competitive bidding for tree trimming, planting and removal contracts. Attend prebid meeting(s), prepare addenda and attend bid opening(s). This task includes the preparation of competitive bidding documents related to the City's Community Outreach Planting Program.
 - B. Develop work activity lists from GIS databases that will be used to bid annual tree trimming, planting, and removal contracts.
 3. This task shall include up to 2,100 Construction Inspections

TASK 4 : GENERAL FORESTRY SERVICES

1. Complete miscellaneous forestry services as directed by the Commissioner of Public Works, Parks & Streets. Services that may be included in this task may include, but are not limited to: helping City officials prepare for press conferences, writing letters, preparation of grants and reports, attendance at project meetings where Forestry is concerned and performing research as directed.
2. The services related to the management of the community plantings in this task include the review of account requests for access to the online reservation system for the City's Community Outreach Planting Program, maintaining the login and passwords of authorized users, providing training and developing related educational materials for the planting volunteers and providing aid to City officials relating to the coordination of the community plantings.
3. Consultant shall be "on call" at all times to respond to tree related emergencies such as high winds, ice, etc. Consultant shall coordinate response with the Commissioner of Public Works, Parks & Streets.
4. This task shall include up to 40 hours.

TASK 5 : MILEAGE REIMBURSEMENT

1. Mileage paid by the Consultant to its employees shall be reimbursed at the standard federal rate. Reimbursement shall not exceed **\$3,240.00**

INSURANCE

The "Consultant" shall secure professional liability insurance in an amount of at least \$1,000,000.00 total limit per claim and aggregate and shall provide a certificate of such insurance to the "CITY" providing for a thirty (30) days prior notice of cancellation of material change.

Additional types and amounts of insurance required to be maintained under this Agreement are as follows:

- a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000.00 in respect of claims arising out of personnel injury, sickness or death of any one person, \$1,000,000.00 in respect of claims arising out of personnel injury, sickness or death in any one accident or disaster. Such policy shall name the City of Buffalo as additional insured.
- b) Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the "Consultant" and their Subcontractors for bodily injury liability, including death and property damage, incurred in connection with the performance of this Agreement with minimum limits of \$500,000.00 in respect of claims arising out of personnel injury, sickness or death of any one person, \$1,000,000.00 in respect of any claims arising out of personnel injury, sickness or death in any one accident or disaster, and \$500,000.00 in respect of claims arising out of property damage in any one accident or disaster.
- c) Certificates of Workers' Compensation & NYS Disability Insurance.

The Consultant shall furnish certificates of insurance and a copy of said policies to the City of Buffalo prior to execution of any contract.

The City of Buffalo shall be named as certificate holder and additional insured under all liability coverage.

INDEMNITY

The Consultant agrees to procure and maintain insurance naming the City as additional insured where indicated, as provided and described in the Certification of Liability Insurance.

For all matters other than those arising out of the Consultant's professional services, the Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its officials, officers, departments, employees, agencies, and agents, from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss(es), arising out of the performance or failure to perform under this Agreement by the Consultant or third parties under the direction or control of the Consultant. In addition, Consultant shall reimburse the City for any amounts incurred by or on behalf of the City in enforcing the provision, including, but not limited to, attorneys' fees.

For all matters arising out of the Consultant's professional services, the Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its officials, officers, departments, employees, agencies, and agents, from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss(es), arising out of any negligent acts, errors or omissions of the Consultant, or third parties under the direction or control of the Consultant, in the performance of professional services under this Agreement

which are logically or causally connected by any common fact, situation, event, transaction, advice, or decision. In addition, Consultant shall reimburse the City for any amounts incurred by or on behalf of the City in enforcing this provision, including, but not limited to, attorneys' fees.

Minority Employment and Business Opportunities

Each Consultant team shall provide any relevant information with respect to any program or action taken to attract, recruit, retain and promote minority employees, partners and associates, including the Consultant's team current minority workforce ("Workforce Development").

Each Consultant team shall additionally provide any information with respect to programs, initiatives, policies or practices that support the development of, and provide business opportunities to, minority-owned businesses in the City of Buffalo, including suppliers and service providers ("Community Involvement and Vendor Policies"). The City maintains a goal of contracting with firms that subcontract to minority-owned businesses in the amount of 25% of total contract price or more.

Examples of Workforce Development, Community Involvement and Vendor Policies that promote the employment of minority employees and contracting with minority-owned businesses include direct hire programs, minority-owned business utilization plans and youth hiring programs.

Female Employment and Business Opportunities

Each Consultant team shall provide any relevant information with respect to any program or action taken to attract, recruit, retain and promote female employees, partners and associates, including the Consultant's team current female workforce ("Workforce Development").

Each Consultant team shall additionally provide any information with respect to programs, initiatives, policies or practices that support the development of, and provide business opportunities to, women-owned businesses in the City of Buffalo, including suppliers and service providers ("Community Involvement and Vendor Policies"). The City maintains a goal of contracting with firms that subcontract to female-owned businesses in the amount of 5% of total contract price or more.

Examples of Workforce Development, Community Involvement and Vendor Policies that promote the employment of female employees and contracting with women-owned businesses include direct hire programs, women-owned business utilization plans and youth hiring programs.

1. Evaluation and Selection Process

Evaluation Process

The review and selection team will consider, but may not be limited to, the following factors:

CRITERIA	ESTIMATED WEIGHT
<i>Minority employment and business opportunities</i>	15% ¹
<i>Female employment and business opportunities</i>	5%

¹ Estimated weight for both criteria established in Executive Order #17-04. Any Department wishing to alter estimated weight should contact Office of Contract Compliance to discuss. Remaining selection criteria and estimated weight for each to be established by Department.

CONTRACT TERM

The successful Offeror may be awarded an initial one-year (1) contract, with two (2) one-year contract renewals, such renewals to be exercised or not exercised by determination unilaterally made in the sole discretion of the City.

All renewals shall be in writing and are intended to allow for the City's exercise of its discretion to further contract with the successful Offeror to provide those professional services for current, and future Department of Parks projects, including but not limited to, additional services or components that were solicited in this Request for Proposals and contained in the successful Offeror's proposal which may be implemented at a future date and time.

Such terms are intended to ensure for the City that there will be no interruptions in professional services under the Parks term contract during further implementation of projects.

INSTRUCTIONS FOR CONSULTANTS SUBMITTING PROPOSALS

1. Prepare a brief statement outlining your understanding of the scope of work and your approach to each task.
2. Provide a detailed description of your proposed team for this contract. Include professional resumes and experience. **Please limit experience to related work only.**
3. Complete the attached Consultant Fee Schedule.
4. Provide a detailed schedule for each task.
 - A. Team Proposers: The firms responding to this proposal as a team must include a scope of work in the proposal for each team member to be considered responsive to this RFP. Each team member's scope of work should correspond to the type(s) of experience being submitted when responding to the City's Request for Proposals.
 - B. Subcontractors: All subcontractors recommended by the consultant will be subject to the prior approval of the City before award of subcontract. As a prime contractor, the consultant will be required to perform a minimum of 50% of the professional services level of effort.
5. Three (3) copies of the proposal shall be submitted no later than **4:00 PM, Friday, January 26, 2018**. Proposals shall be submitted to:

Steven J. Stepniak
Commissioner of Public Works, Parks & Streets
City of Buffalo
65 Niagara Square
Room 502 City Hall
Buffalo, NY 14202

Please contact Ross Hassinger at 851-4170 or rhassinger@city-buffalo.com with any questions.

UNIT BID PRICE SHEET

It is anticipated that this contract will be developed as both a lump sum and unit bid contract. Invoices will be based on the percentage of each task complete. Percent complete must be backed up with a breakdown of effort, therefore respondents shall attach a detailed breakdown of each task to accompany this Bid Sheet.

The sums listed below shall be based on your understanding of the tasks outlined in the Request for Proposals.

Task	Description	Qty	Unit	Unit Bid Price	Total Bid Price
1	Data Management _____ Dollars and _____ Cents	1	Lump Sum		
1.2	Inventory Management _____ Dollars and _____ Cents	50	Each		
2	Service Calls _____ Dollars and _____ Cents	2,500	Each		
3.1	Construction Communication Mgt. _____ Dollars and _____ Cents	1	Lump Sum		
3.2	Construction Management _____ Dollars and _____ Cents	3,430	Each		
4	General Forestry Services _____ Dollars and _____ Cents	20	Hours		
5	Mileage Reimbursement Three Thousand Two Hundred Forty _____ Dollars and <u>Zero</u> Cents	1	Lump Sum	\$3,240.00	\$3,240.00
				TOTAL	

NOTES

1. The above Bid Sheet shall be fully completed and included with your proposal. Payments shall be made no more than monthly, based on the provided rates as described above. In the event that a task is not required or project canceled, the Consultant shall be paid only for work completed.
2. Fees quoted for each item shall include all costs associated with the item, including, but not limited to: reproduction, phone calls, material testing, postage, etc. No additional direct expenses shall be billed under this contract.

3. Unit "Each" refers to an event consisting of a physical visit to the site of the tree in question to evaluate and respond to the chief complaint by a resident of verify the status and acceptability of contract work according to specifications agreed upon by the City of Buffalo and its Contractors for reason of payment.