



**Purchasing & Contracting Department**

July 14, 2021

VIA Email: [anne.fenkner@davey.com](mailto:anne.fenkner@davey.com) and First Class Mail

Ms. Anne Fenkner, Project Developer  
Davey Resource Group, Inc.  
295 South Water Street  
Kent, Ohio 44244

Reference: Request for Proposal (RFP) for 10089692-21-G, Cal Fire Street Tree Inventory

Dear Ms. Fenkner:

Subject: Letter Agreeing to Exceptions

Exhibit A, item A.2.2 of the subject RFP, states, in pertinent part: "Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions."

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. RFP section Terms and Provisions, Article V, Additional Contractor Obligations, Section 5.5.1

Add "**epidemics/pandemics**" to Section 5.5.1 of General Terms and Provisions.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; **epidemics/pandemics**; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

Letter Agreeing to Exceptions  
Effective: October 15, 2014  
OCA Document No. 884843

2. Delete the original Attachment 2 - RECONCILED STREET TREE DATA SCHEMA - MINIMUM REQUIREMENT and replace with the attached Attachment 2 -RECONCILED STREET TREE DATA SCHEMA - MINIMUM REQUIREMENT.
3. Pricing Schedule, Item Number 2, Davey Resource Group Inc. has agreed to bill the City of San Diego at \$3.38 per tree or vacant location instead of an hourly rate. The extension amount of \$741,778.80 shall remain the same.

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to my attention. Thank you for your assistance.

Sincerely,



Jerry G Gibbs  
Associate Procurement Contractor Officer, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

DAVEY RESOURCE GROUP, INC.

By:  \_\_\_\_\_

Name: Amber Krebbers \_\_\_\_\_

Title: Regional Operations Manager \_\_\_\_\_

Date: 07/15/21 \_\_\_\_\_

THE CITY OF SAN DIEGO

By:  \_\_\_\_\_

Name: Claudia C. Abarca \_\_\_\_\_

Title: Director, Purchasing & Contracting \_\_\_\_\_

Date: July 23, 2021 \_\_\_\_\_

## ATTACHMENT 2

### RECONCILED STREET TREE DATA SCHEMA – MINIMUM REQUIREMENT

<b>STREET TREES</b>			
<b>ATTRIBUTE</b>	<b>DESCRIPTION</b>	<b>ENTRY</b>	<b>VALUES</b>
UNIQUE ID		Auto=pop	
X/Y COORDINATES		Auto-pop	
House Number		Radial	Front Side Across
<b>STREET NAME</b>		Drop Down	
<b>CROSS STREETS</b>		Drop Down	
<b>FAMILY</b>		Auto-pop from Genus/Sp p or Common Name	
<b>GENUS/SPECIES ***+</b>		Drop Down	
<b>COMMON NAME</b>		Drop Down	
D.B.H+*		Range Value	
# of STEMS*		Free Text Number	
CONDITION*	In general condition of each tree	Drop Down	Excellent (100%) Very Good (90%) Good (80%) Fair (60%) Poor (40%) Critical (20%) Dead (0%)
Watering Agreement Date	When Signed	Free text	
Watering Agreement Signee	Who signed	Free text	

<b>GROW SPACE*</b>	The area from which the tree grows	Drop Down	T = Tree Lawn W = Well/Pit M = Median P = Raised Planter O = Open/Unrestricted I = Island U = Unmaintained Area
<b>HARDSCAPE DAMAGE*</b>		Radial	Y = Yes N = No
<b>MAINTENANCE RECOMMENDATION*</b>		Drop Down	Priority 1 Removal Priority 2 Removal Priority 3 Removal Priority 1 Prune Priority 2 Prune Large Tree Routine Prune Small Tree Routine Prune Training Prune Stump Removal Plant Tree N/A
<b>CLEARANCE REQUIRED*</b>		Free Text Number	
<b>PROTECT**</b>	Tree Protection Category	Drop Down	Landmark Tree Heritage Tree Parkway Resource Tree Preservation Tree
<b>NOTES</b>		Free Text	
<b>GROW SPACE CONDITION</b>		Drop Down	Irrigation Landscaping Irrigation & Landscaping Tree Grate None
<b>SITE STATUS</b>		Drop Down	Gas Tax Median MAD N/A
<b>PEST/PATHOGEN PRESENT</b>		Drop Down	Yes No

			N/A
<b>PRIMARY DEFECT</b>		Drop Down	Dieback/Deadwood Broken Limbs/Hangers Trunk Fracture/Crack/Splitting Included Bark/Weak Union Cavity/Decay/Nest hole Poor structure / taper Other - See Site Comments Root decay Root Plate Lifting Girdling roots Soil heaving Uncorrected Lean Signs of Stress and/or Serious Decline Previous Failures Mechanical Damage Fruiting Bodies Overextended branches
<b>FURTHER INSPECTION RECOMMENDED</b>		Drop Down	Recent damage inspection Further defect inspection Insect/disease monitoring None
<b>OVERALL RESIDUAL RISK LEVEL</b>		Drop Down	N/A Low Moderate High

**\*\*Current Trees**  
SD Schema  
**NEW attribute**  
\* CALFIRE  
Attribute



**Request for Proposal (RFP) for 10089692-21-G  
CAL FIRE STREET TREE INVENTORY**

**Solicitation Number:** 10089692-21-G

**Solicitation Issue Date:** July 30, 2020

**Questions and Comments Due:** August 19, 2020 @ 12:00 p.m.

**Proposal / Bid Due Date and Time ("Closing Date"):** September 2, 2020 @ 2:00 p.m.

**Contract Term:** One (1) year from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions

**City Contact:** Jerry G. Gibbs  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
jggibbs@sandiego.gov  
(619) 236-5510

**Submissions:** Proposer is required to provide three (3) originals copies, and one (1) electronic copy (e.g. thumb drive or CD) of their proposal, as described herein.

**Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.**

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

## CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089692-21-G

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) #10089692-21-G (Contractor).

### RECITALS

On or about 7/30/2020, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to tree inventory services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

### ARTICLE I CONTRACTOR SERVICES

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Risk Management Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department.

### ARTICLE II DURATION OF CONTRACT

**2.1 Term.** This Contract shall begin on the Effective date through completion of the Scope of Services beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed an amount in accordance with Contractor's Pricing Schedule set forth in Exhibit B.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.



5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Davey Resource Group, Inc.

Proposer

295 South Water Street

Street Address

Kent, Ohio 44244

City

330-673-5685

Telephone No.

Ken.Joehlin@davey.com

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name:

Claudia C. Asarca

Director, Purchasing & Contracting  
Department

July 23, 2021

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

Kenneth Joehlin

Print Name

VP & GM, Environmental Consulting & Business Development

Title

September 9, 2020


Date

Approved as to form this 28th day of

July, 2021.

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

Cassandra Mouglin

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{contract price} - \text{lowest price}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100)) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

### **3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within twelve (12) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within twelve (12) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
	<hr/>
<b>A. Responsiveness to the RFP.</b>	<b>20</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
<b>B. Staffing Plan.</b>	<b>20</b>
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	<b>35</b>
1. Relevant experience of the Firm	
2. Previous relationship of firm on similar projects	
3. Specific experience of performing a tree inventory, collecting a minimum of 100,000 data points for one project within one municipality up to a 2-year period	
4. Other pertinent experience	
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
<b>D. Price.</b>	<b>10</b>
<b>E. Mandatory Demonstration/Presentation.</b>	<b>15</b>
1. Equipment	
2. Software	
3. Support Model	
4. Real Time Operation	
5. Thoroughness and Clarity of Presentation	

	MAXIMUM EVALUATION POINTS
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

#### D. ANNOUNCEMENT OF AWARD

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.



**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. SPECIFICATIONS**

1. The City of San Diego Transportation and Storm Water Department, on behalf of a CalFIRE Grant Award, is seeking to retain a contractor for the services of developing a comprehensive street tree inventory that is complete, accurate, and in a geodatabase format that will be imported into a digital management tool to be used on a continued basis, and provide an iTree Ecosystem Analysis and report of the entire dataset to City staff. **This tree inventory is to pick up from where a previous 2017-2018 tree inventory ended and continuing to collect nearly identical fields of data.**
2. The Contractor shall first compile and digitally reconcile existing citywide street tree inventory data provided to the Contractor, including analysis of the data for accuracy and to identify specific areas of the City that have insufficient data quality and/or lack data entirely. Once the City and the Contractor agree that the areas of need have been identified, the Contractor shall provide field data collection to fulfill a complete street tree inventory. Newly collected data shall be collected as outlined in Attachment G of the CalFIRE 2017/2018 California Climate Investments Urban and Community Forestry Program Grant Guidelines (Appendix J). Areas to be collected will include, but are not limited to, the areas identified through the aforementioned data reconciliation phase, the CalFIRE mapped disadvantaged areas for San Diego that score 75% or higher, and the major arterials throughout the City, as funding allows. Once the street tree data has been reconciled and completely collected, the contractor shall perform an iTree Ecosystem Analysis and report with the collected data as well as with data that was gathered under the Phase I tree inventory from 2017 to 2018.
3. The Contractor will manage the entire inventory project and will not use subcontractors. The project shall include data reconciliation and analysis, field data collection, data entry and processing, iTree Analysis and report, and delivery of Reconciled Street Tree Inventory Data set.

**B. STREET TREE INVENTORY DATA**

1. Street Tree Inventory Data Reconciliation:  
The currently existing street tree inventory was conducted in combination of a 2003 inventory by City of San Diego staff and interns and in 2017-2018 by City contractor under a previous CalFIRE grant. Approximately, there are 173,000 shade trees and 47,000 palms within the street right of way of 2,900 miles streets throughout the City of San Diego for a total of 220,000 street trees in the current tree inventory. Upon collecting and analyzing this dataset, a common core data structure (Attachment 2) for the updated tree inventory must be established. The contractor must properly reconcile all new data with the City of San Diego's existing data set.
2. Street Tree Inventory Data Collection:

Areas of the City that lack adequate data will be identified for the physical collection of new street tree data. A minimum of 220,000 trees or vacant tree locations shall be inventoried.

All data collection shall be performed by an International Society of Arboriculture Certified Arborist with experience in identifying trees in Southern California. The new data will be collected in accordance with the CalFIRE 2017/2018 California Climate Investments Urban and Community Forestry Grant Guidelines, which shall include the following list plus the data requests listed in Appendix B:

- a) Mapping coordinates - latitude and longitude coordinates  
(Address, land type, block side, location in relation to the public right-of-way can be georeferenced)
- b) Tree species - identified by genus and species and by common name
- c) Diameter at Breast Height (DBH) - tree trunk diameter to the nearest 1- inch
- d) The number of stems
- e) Condition - recorded as excellent (100%), very good (90%), good (80%), fair (60%), poor (40%), critical (20%), and dead (0%).
- f) Maintenance need - recorded as the clearance required, hardscape damage, overhead utilities, grow space, space size, and notes.

On a weekly basis, the Contractor shall submit to the City the data collected and the City will analyze the data collected and verify the accuracy of the data. The data accuracy shall be no less than 95% accurate for the location, and no less than 90% accurate for Tree Species, number of stems, and DBH. If the data accuracy does not meet these percentages, the data will be discarded and recollected at the Contractor expense.

**C. STREET TREE INVENTORY & SCHEDULE:**

1. Data will be post-processed to establish sub-meter accuracy of points.
2. The tree inventory will be installed into a computer software program for use by the Urban Forestry Program, and the Contractor will ensure that the inventory program will integrate with the City's GIS database.
3. Contractor to provide live service to monitor progress. The City will be able to review the data collected and the dots plotted on the maps.
4. The City expects the complete and entire inventory to be completed, delivered, and installed in twelve (12) months, or sooner, from the "Notice to Proceed" issued by the City.

**D. STREET TREE INVENTORY QUALIFICATIONS**

1. The Contractor shall have at a minimum five (5) years of experience in collecting municipal tree inventories and developing inventory databases. The Contractor shall have experience collecting a complete and comprehensive street tree inventory of more than 100,000 trees in at least three (3) different cities that includes geodatabase implementation and proven project management experience.
2. The Contractor will be required to list the cities and public agencies with whom the Contractor has been contracted to perform tree inventories.

**E. PRIOR TO COMMENCEMENT OF WORK**

1. Conduct a pre-job meeting with City staff to discuss the City's criteria with regards to all tree attributes to be collected, scheduling, and location of fieldwork.
2. The City will be divided into grids or districts for more efficient management of data collection. For the purpose of completing the City's tree inventory, the City will make the following information available, unless otherwise indicated:
  - City Maps with Street data
  - Easement Maps
  - Additional information pertaining to City street trees
  - Information pertaining to City's GIS system

**F. TECHNICAL SUPPORT AND MAINTENANCE**

The Contractor shall provide routine maintenance, archive, backup, and restore & disaster recovery procedures for the street tree data collection as may be requested by the City. The Contractor shall provide complete support with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available to provide such technical support and maintenance by telephone, e-mail or may respond to the City's location within a timely manner.

**G. INVOICING PROCEDURES**

1. Contractor shall be paid in accordance with Article III of the City's General Contract Terms and Provisions for work performed satisfactorily. Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Purchasing Contract, allowing for City approved adjustments if any. Invoices shall be submitted to the Contract Administrator or designee, at the address specified on the Purchase Order(s).
2. One (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 10th of the following month work was performed. The invoice shall reference the purchase order number, include a description of the work performed in each maintenance category outlined in the Contract, and correspond with the Pricing Agreement provided by Purchasing and Contracting Department.

**G. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:**

	Registration No.	Expiration Date	Name
DIR Registration No.			

**H. LICENSES.** To perform the work described in these Specifications, the Contractor must use International Society of Arboriculture Certified Arborists for the performed field work.

	License Number	Expiration Date	Name
International society of arboriculture (I.S.A.) Certified Arborist	Class: No.:		

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City’s decision is final.

**I. PERMITS.** SEE GENERAL CONTRACT TERMS AND PROVISIONS

**J. PERFORMANCE BOND** NONE

**K. ADDITIONAL INSURANCE** NONE

**L. GUARANTEE OF FAITH** NONE

**M. DEPARTMENT REPRESENTATIVE.** The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

## ATTACHMENT 1

### Minimum Data Collection Attributes for CalFIRE Grant-Funded Urban Tree Inventories

#### IMPORTANT NOTE:

Failure to gather data to the below attributes will result in the denial of reimbursement of grant funds unless specific written authorization to deviate from the attributes has been provided by a CAL FIRE Regional Urban Forester or the Program Manager prior to invoice submittal.

- Mapping coordinate. X and Y coordinate locations (latitude and longitude). Each tree and planting site will be located using GIS and/or GPS equipment.
- Block side. The location of each street tree and planting site so that they can easily be identified for future work. Street trees and planting sites will be located using a street name, side of lot, tree number, and block side information (on street, from street, and to street).
- Location. The tree's physical location in relation to public Right of Way and/or public space will be recorded.
- Species. Trees will be identified by *genus* and *species*, and by common name.
- Diameter. Tree trunk diameter will be recorded. This should be to the nearest 1-inch.
- Stems. The number of stems a tree has will be recorded.
- Condition. In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Excellent	100%
Very Good	90%
Good	80%
Fair	60%
Poor	40%
Critical	20%
Dead	0%
- Maintenance need. The following maintenance categories (*or similar approved by CAL FIRE prior to collection*) will be collected:

1. Priority 1 Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category will have a large percentage of dead crown and pose an elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.
2. 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.
3. Priority 3 Removal. Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
4. Priority 1 Prune. Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.
5. Priority 2 Prune. These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.
6. Large Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.
7. Small Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
8. Training Prune. Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.
9. Stump Removal. This category indicates a stump that should be removed.
10. Plant Tree. During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.
  - Clearance Required. Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.
  - Hardscape Damage. Damage to sidewalks and curbs by tree roots are noted. Notes on potential fixes for the problem are encouraged (redesign options etc...)

- **Overhead Utilities.** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.

- **Grow space.** The area within the growing space is categorized as:

T	Tree Lawn
W	Well/Pit
M	Median
P	Raised Planter
O	Open/Unrestricted
I	Island
U	Unmaintained Area

- **Space Size.** The narrowest dimension of the Grow Space, in feet. (I.e., 3'x3' cut-out, 4' parkway strip, open parkland, etc.....)

**Notes.** Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.



**ATTACHMENT 2**

**RECONCILED STREET TREE DATA SCHEMA – MINIMUM REQUIREMENT**

<b>STREET TREES</b>			
<b>ATTRIBUTE</b>	<b>DESCRIPTION</b>	<b>ENTRY</b>	<b>VALUES</b>
UNIQUE ID		Auto=pop	
FIELD LOCATION ID**		Free text	Alphanumeric
X/Y COORDINATES		Auto-pop	
House Number		Radial	Front Side Across
<b>STREET NAME</b>		Drop Down	
<b>CROSS STREETS</b>		Drop Down	
<b>ZIP CODE</b>		Numeric	5 digits
<b>COUNCIL DISTRICT</b>		Drop Down	1, 2, 3, 4, 5, 6, 7, 8, 9
<b>COMMUNITY</b>		Drop Down	Two digits
<b>INSPECTION DATE</b>		Date field	
<b>FAMILY</b>		Auto-pop from Genus/Spp or Common	
<b>GENUS/SPECIES**+</b>		Drop Down	
<b>COMMON NAME</b>		Drop Down	
<b>CONSTRUCTION TYPE**</b>	SAP tree species code	Drop Down	
<b>D.S.H. RANGE*</b>		Range Value	
<b>D.S.H. EXACT</b>		Exact Value	
<b># of STEMS*</b>		Free Text	
<b>HEIGHT RANGE</b>		Range Value	

<b>HEIGHT EXACT</b>		Exact Value	
<b>STUMP</b>		Free text number, exact	
<b>CONDITION*</b>	In general condition of each tree	Drop Down	Excellent (100%) Very Good (90%) Good (80%) Fair (60%) Poor (40%) Critical (20%) Dead (0%)
<b>GROW SPACE*</b>	The area from which the tree grows	Drop Down	T = Tree Lawn W = Well/Pit M = Median P = Raised Planter O = Open/Unrestricted I = Island U = Unmaintained Area
<b>PARKWAY SIDE</b>		Drop Down	Whole values
<b>BLOCK SIDE</b>		Drop Down	East North South West
<b>SITE NUMBER</b>		Drop Down numeric	

<b>MAINTENANCE RECOMMENDATION*</b>		Drop Down	Priority 1 Removal Priority 2 Removal Priority 3 Removal Priority 1 Prune Priority 2 Prune Large Tree Routine Prune Small Tree Routine Prune Training Prune Stump Removal Plant Tree N/A
<b>CLEARANCE REQUIRED*</b>		Free Text Number	
<b>PROTECT**</b>	Tree Protection Category	Drop Down	Landmark Tree Heritage Tree Parkway Resource Tree Preservation Tree
<b>NOTES:</b>		Free Text	

\* CALFIRE Attribute  
(New attribute)  
\*\*Current Trees  
SD Schema

**PRICE SCHEDULES**

**A. STREET TREE INVENTORY SERVICES**

Proposers shall input Pricing in the Column appropriate for billing according to proposer’s business practices. The City proposes an estimated 220,000 tree or vacant tree locations for data collection. The “Est. Hours to Complete” noted below is for ease of evaluation purposes only. Extension= Est. Hrs. x HR +AF

**1. STREET TREE INVENTORY DATA RECONCILIATION AND UPDATED GEODATABASE**

Item No.	Est. Qty.	U/M	Description	Est. Hours to Complete	Hourly Rate	Administrative Fee	Extension
1.	1	EA	Collect and Reconcile Current Tree Inventories and Databases into an Updated Geodatabase	16	\$	\$	\$
<b>TOTAL SECTION A - 1:</b>							\$

2.

**STREET TREE INVENTORY**

Item No.	Est. Qty.	U/M	Description	Est. Hours to Complete	Hourly Rate	Administrative Fee	Extension
2.	1	EA	Street Tree Inventory Field Collection (minimum of 220,000 trees or vacant locations inventoried) and Complete Street Tree Inventory Merged Geodatabase	7,959	\$	\$	\$
<b>TOTAL SECTION A - 2:</b>							\$

3.

**i-Tree Analysis**

Item No.	Est. Qty.	U/M	Description	Estimated hours to Complete	Hourly Rate	Administrative Fee	Extension
3.	1	EA	i-Tree Analysis, Reporting and Final Report	20	\$	\$	\$
<b>TOTAL SECTION A - 3:</b>							\$