



Complete Request for Proposal Package

RFP-2012-02

TREE PLANTING SERVICES

For the Claremore Parks & Recreation

Department

Bid Due Date/Time:

February 8, 2012

By 1:30 P.M.

Submitted by: _____



To Whom It May Concern:

You are invited to submit your Request for Proposal (RFP) for the purchase of TREE PLANTING SERVICES for the City of Claremore Parks & Recreation Department. Specifications are attached hereto and are considered part of the RFP package.

Request for Proposals will be received by the Central Purchasing Agent at 104 S. Muskogee Avenue, Claremore until **1:30 P.M., “as so indicated by the time stamp clock of City of Claremore”,** **Wednesday, February 8, 2012.**

Request for Proposals will be publicly opened and read by the City of Claremore Central Purchasing Agent or representative at **1:30 P.M., Wednesday, February 8, 2012**, in the City Hall Council Chambers, 104 S. Muskogee Avenue, Claremore, OK, 74017. You are welcome to attend.

The City of Claremore reserves the right to accept or reject any or all received Request for Proposals.

Should you have any questions regarding this RFP, please contact Anne Smith at asmith@claremorecity.com.

Sincerely,

Anne Smith
Central Purchasing Agent

NOTICE TO BIDDERS

The City requests Request for Proposals for: RFP-2012-02, TREE PLANTING SERVICES, for the Claremore Parks & Recreation Department.

**Acceptable candidates are: Established companies regularly engaged in these services.
To receive or view specifications, contact:**

Anne Smith
104 S. Muskogee Avenue
Claremore, OK 74017
Phone - (918) 341-1325
Email - asmith@claremorecity.com

The City of Claremore reserves the right to reject any and all bids when such rejection is in the best interests of the City of Claremore. One (1) original and four (4) copies (may be in the same package) of the bid documents should be submitted to one of the following:

Mailing Address: City of Claremore
Central Purchasing Agent - ATTN: Bid Package
P.O. Box 249
Claremore, OK 74018

Hand or Special Delivery: City Hall
Central Purchasing Agent's Office
104 S. Muskogee
Claremore, OK 74017

State on the outside bottom left-hand corner of the bid envelope the following:

| |
|--|
| RFP-2012-02 Tree Planting Services Do not open until February 8, 2012 at 1:30 P.M. |
|--|

Due Date: Proposals must be received on or before the scheduled bid opening to be considered. Proposals received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays before the time set for opening of proposals, as well as proposals received after the time set for opening, will not be considered and will be returned unopened.

Public Opening: Request for Proposals filed with Central Purchasing shall be publicly opened and read aloud at the time stated above and considered by the Mayor and Council in the following next available Council meeting. The opening of bids will be at the City Hall Council Chambers located at 104 S. Muskogee Avenue, Claremore, OK, 74017.

Evaluation/Award: Proposals will be referred to Claremore Parks & Recreation Department staff for evaluation. The City of Claremore may award to the "lowest and best"; however, the City reserves the right to reject any and all proposals and to waive any technicalities in the bidding process. No RFP may be altered, withdrawn, or resubmitted within 30 days after the date set of the opening of proposals.


Authorized Personnel Signed


Date

01/12/2012

Date



Advertised in the Claremore Daily Progress January 15, 2012 and January 22, 2012

Invitation to Request for Proposal
RFP-2012-02

The City of Claremore Parks & Recreation is accepting sealed request for proposals for tree planting services. Submittals received by the due date will be publicly opened on Wednesday, February 8, 2012 at 1:30 P.M. in the Council Chambers located at City Hall, 104 S. Muskogee Avenue, Claremore, OK, 74017. The results will be publicly read aloud.

The City reserves the right to waive informalities in the bids and reject any or all bids for any reason whatsoever at the sole discretion of the City. The successful bidder will be notified in writing.

Please contact Anne Smith, Central Purchasing Agent, at 918-341-1325 or asmith@claremorecity.com with any questions or to receive a proposal specification package. Packages are also available at <http://www.claremorecity.com/bids.aspx>



Section One General Information

1.1 Purpose of the Request for Proposals

The City is requesting proposals for tree plantings on the Expo/Recreation Center grounds, along the walking path that parallels Dupont Street and leads around the Recreation Center toward the Expo RV Park. A mix of deciduous trees of varying mature size shall be planted that will provide screening, shade, fall color, and overall aesthetic enhancement of the area.

1.2 Information about the City of Claremore

The City of Claremore is an innovative community near Tulsa, OK with a population of approximately 18,000 citizens. This progressive, forward-thinking city strives to offer a high quality of life that attracts industrial based businesses and employees seeking small- town charm within a major metropolitan area. The City strives to work with the citizens of Claremore to meet the needs of the community while serving everyone with respect and integrity. The City strives to do so with competence, accessibility, responsiveness, and excellence. The same level of customer service is expected of its business partners.

1.3 Project Overview

Claremore has participated in several tree planting grants. Last year's grant provided a significant tree planting on the west side of the Expo/Recreation Center grounds. The City wishes to continue the tree plantings as pedestrians head southeast along the walking trail around the Recreation Center toward the Expo RV Park. Just across the street (Hwy20) from Will Rogers Park a walking path begins that parallels the highway and leads to and around the Claremore Recreation Center. This planting will complete the goal of placing trees along the entirety of this walkway. A mix of deciduous trees of varying mature size shall be planted that will provide screening, shade, fall color, and overall aesthetic enhancement of the area. All plant material must be installed prior to April 15, 2012.

1.4 City's Right to Reject

This RFP does not commit the City to select a Proposer or to award a Contract to any Proposer. The City reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP/

1.5 Schedule of Events

Issue RFP: January 15, 2012

Advertise: Claremore Daily Progress January 15, 2012 and January 22, 2012

Bid Due Date: By 1:30 P.M. on February 8, 2012

Selection of Finalist: Upon review of submittals

City Council Approval: upon vote to award at the next available council meeting

Plant Material Installed by: April 15, 2012

Section Two RFP Requirements

2.1 Right to Modify, Rescind, or Revoke RFP

The City reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of the City executes a Contract with the Selected Proposer.

2.2 Compliance with RFP Requirements

By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. The City, at its sole discretion, may disqualify a Proposal from consideration, if the City determines a Proposal is non-responsive and/ or non-compliant, in whole or in part, with the requirements set forth in this RFP.

2.3 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the City Manager and/or Executive Manager of Budget and Finance, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

2.4 Signature, Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

2.5 Requirements for Submission

Each Proposer shall submit one (1) original -which must be clearly defined as the ORIGINAL -and 3 copies of its Proposal. The original shall be prepared on a word processor and formatted in at least 10-point-font that is clearly readable. The copies shall be of good, readable quality. The original and each copy shall be submitted in a three-ring binder, on three hole-punch, letter-size (8.5" x 11") paper. Both the cover and the spine of each binder shall reflect the name of the Proposer. The binder cover shall also reflect the subject matter of the Proposal as follows: (RFP- Tree Planting Services)

The original and 3 copies of the Proposal shall be submitted in a sealed box, clearly state on the outside, bottom left-hand corner of the package as shown:

RFP-2012-01
Tree Planting Services
Do not open until February 8, 2012 at 1:30 P.M.

2.6 Deadline for Proposals

Sealed bids must be received in the Central Purchasing Agent's office (within the Finance Department) by "1:30 P.M. on February 8, 2012". Any bid received after expiration of the deadline will be immediately disqualified from consideration. To withdraw a bid, a written request must be made to the Claremore Central Purchasing Agent prior to the scheduled opening. If more than one bid is received, the bid with the latter time and date stamp prior to the actual bid opening will be considered the final bid.

2.7 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless the City of Claremore, its employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Central Purchasing Agent's Office of the City of Claremore, as designated in Section 2.5 and 2.6 of this RFP.

2.8 Ownership of Proposals

All Proposals become the physical property of the City of Claremore upon receipt.

2.9 Use, Disclosure of Information

Candidates acknowledge that the City of Claremore is a municipality of the State of Oklahoma and subject to the Oklahoma Open Records Act; therefore, the City of Claremore cannot assure the confidentiality of contract terms and other information provided that would be inconstant with the city's compliance with its statutory requirements. Proposals with information marked "confidential" will be rejected upon discovery of such statement. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information contained in the proposal and the release of that information by the City of Claremore for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

2.10 Costs of Participation

The City of Claremore specifically disclaims responsibility and/or liability for any and all cost, expenses, or claims related to or arising out of the Proposer's participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

2.11. Compliance with Applicable Laws, Regulations, Ordinances, City of Claremore Policies and Procedures

By submitting a bid, the Candidate agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the City of Claremore. Candidate certifies that any subcontractors to be used in the performance of this contractual agreement are in compliance with 25 O.S. Sec. 1313. Per revisions to the Oklahoma Standards for Drug and Alcohol Testing Act effective November 1, 2011, all employers, including independent contractors, subcontractors or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group.

2.12 Specifications - SPECIFICATION ELEMENTS

Bidders are expected to examine the specifications and all general and supplemental conditions.
Failure to do so may result in rejection of bid.

Unit price for each tree offered shall be shown, and such price shall include delivery, installation, staking, mulching , berming (city will provide dirt for berming), and initial watering.

Bidder shall state a definite date of delivery of trees.

All plant material must be installed prior to April 15, 2012

BIDDER QUALIFICATION

Bidders will be qualified on the following information to be submitted on the Nursery Questionnaire:

- 1) Number of years in business
- 2) Proof of growing practices in accordance with accepted arboricultural standards; (for example: Member of American Nurseryman's Association, member of Oklahoma State Nurseryman's Association, Oklahoma Certified Nurseryman, degree from an accredited school of horticulture or forestry, nurseryman or plant grower licensed by the Oklahoma Department of Agriculture, Food & forestry, etc.);
- 3) Comparable tree planting projects that have been completed (include the number of trees planted, type of project, and references complete with addresses and telephone numbers.)

Bids will be evaluated on price, qualifications, guarantee, and comparable projects.

All bids must be signed with the firms name on company letterhead and by an officer or an employee having the authority to bind the company or firm by his or her signature. Failure to sign the bid will disqualify the bidder.

PLANTING STOCK LIST SPECIFICATIONS

Planting Location: North side of Dupont Street, south of Claremore Expo Center RV Park & Claremore Recreation Center.

| Species Common and Latin Name | Quantity | Diameter or Height | Unit Price \$ | Total Amount \$ |
|---|----------|-----------------------|------------------|--------------------|
| Sawtooth Oak <i>Quercus acutissima</i> | 7 | 2-2½" B&B | | |
| Oklahoma Redbud Cecis candensis 'Oklahoma' | 12 | 2-2½" B&B | | |

| | | | | |
|--|----------|-------------------------------|--|--|
| Northern Red Oak Quercus rubra | 3 | 2-2½" B&B | | |
| White Eastern Redbud <i>Ceris</i> <i>Canadesnis</i> "Alba" | 10 | 2-2 ½" B&B | | |
| Chinese Pistache <i>Pistacia</i> <i>chinensisi</i> | 4 | 2-2 ½" B&B TREE | | |

QUALITY SPECIFICATIONS

QUALITY ASSURANCE

Nurseries are encouraged to obtain trees from within the State of Oklahoma. All trees shall be shipped with certificates of inspection as required by governmental authorities.

The City of Claremore retains the right to inspect all trees on the nursery premises or city property and reject all trees, which do not meet written specifications.

Substitutions will only be accepted with written approval of the Oklahoma Department of Agriculture - Forestry Services.

All trees specified shall be container grown or balled and burlapped in a recognized nursery in accordance with good horticultural practices. Provide healthy, vigorous stock grown under climatic conditions similar to conditions in Claremore, Oklahoma and free of disease, insects, eggs, larvae injury, and defects such as abrasions or disfigurement.

Trees of the sizes specified shall be provided. All trees must be uniform in size and shape.

PRODUCT DELIVERY, STORAGE, AND HANDLING

All trees shall be delivered from the growing site or Nursery to the planting site in a covered vehicle.

The bidder shall maintain all trees in a first class condition until the trees are delivered and final acceptance granted.

GUARANTEE AND REPLACEMENT

All trees shall be guaranteed for 12 months after installation and acceptance of work, to be alive and in satisfactory condition at the end of the guarantee period. Such guarantee excludes vandalism, animal damage, and unforeseen weather events (such as tornadoes, floods, etc.). At any time during the guarantee period, if any tree is found dead or not in satisfactory health as determined by the City, it will be, upon the request of the City of Claremore, immediately removed from the site and replaced as soon as conditions permit during the normal planting season. All replacements shall be of the same kind and size as specified in the plant list. Removal and replacement costs shall be borne by the Contractor. Not adhering to the above will result in the contractor being ineligible to bid on any City of Claremore projects for a period of three years. Any exceptions or substitutions to the above must be approved in writing by the City.

GENERAL CONDITIONS OF AGREEMENT

Summary of work includes the field selection of trees which meet specifications, the storage and handling of these trees for a period of time until conditions allow installation. Installation of trees shall be completed by C.O.B. April 15th, 2012.

All trees are to be planted by the contactor in accordance with the specifications. No exceptions to specifications will be made.

Bidder must be able to supply the total number listed of each individual species.

Payment will be made in accordance with the City of Claremore's practices after acceptance of trees and receipt of invoice.

PLANT MATERIAL SPECIFICATIONS

Plant Materials

Provide trees true to name and variety established by the American Joint Committee on Horticulture Nomenclature "Standardized Plant Names."

Provide trees complying with recommendations and requirements of ANSI Z60.1-2004, "American Standard for Nursery Stock."

Trunks and Branches-Trees

- Co-dominant stems are not acceptable.
- Single, straight trunk, well formed and sturdy. Multi-trunked specimens are acceptable only if specified.
- Lateral branching plentiful and uniformly distributed with the crown beginning no lower than four (4) feet above the ground on a 2-2 1/2" caliper deciduous tree. At least half the trunk should have lateral branches. Variations due to site requirements may be allowed but must be submitted in writing and authorized by ODAFF-Forestry Services prior to planting.
- Crotches shall not have included bark.
- Sprouts cleaning removed.
- Pruning scars clean cut leaving little or no protrusion from the trunk or branch.
- Pruning shall not compromise the branch collar.
- Trees shall be free of cold injury and sunscald.
- Caliper of trunk shall be measured six (6) inches above the trunk flare on trees considered to be 2-2 1/2" DBH.
- No wounding to the tree trunk and branches.

Foliage-Trees

- Trees densely supplied with health, vigorous leaves of normal size, shape, texture and deep color appropriate to the species.
- No chlorosis present
- Pest and mechanical injury not to affect more than 5% of total foliage.

Root System-Trees

- Shall be sturdily established in container or B&B.
- Shall not be excessively root bound.
- Shall have no kinked or circling roots.

- Shall have no large roots growing out of container.
- Rooting medium shall be weed free.
- If ball and burlapped, the root ball shall not be cracked or broken.
- The size of the root ball shall be in proportion to the stem caliper outlined in ANSI Z60.1-2004

Mulch

- Mulch shall be provided by and installed by the bidder.

Stakes

Metal t-posts to be used on trees-two posts per tree, one orientated northeast, the other southwest. Nylon webbing is to be used as strapping, No Wire is allowed.

PLANTING SPECIFICATIONS

1) **Planting hole**

The planting hole is to be dug in such a fashion as to allow the top 1 to 2 inches of root ball to be above existing grade when placed in the hole. The hole shall be two to three times **as** wide **as** the diameter of the top of the root ball. The digging method shall assure that the sides of the planting hole are not glazed. The sides of the planting hole shall be scoured with appropriate tool to roughen sides. Any grass that is removed in the digging process shall not be placed in the planting hole or on top of when filled.

2) **Placing the tree at proper height**

To avoid damage when setting the tree in the hole, the tree shall be lifted by the root ball and NOT the trunk of the tree. Add sufficient amount of soil to the planting hole to bring the tree up to acceptable grade as described above. Examine tree from distance and adjust root ball accordingly to assure tree is visually vertical and not leaning in any direction.

3) **Filling hole**

If tree is ball and burlapped, cut the string and remove all of burlap from top of the root ball. **A minimum of 1/2 of the burlap must be removed from the sides of the root ball.** No burlap may be exposed above grade. Completely remove all containers, peat pots, and root control bags. **A minimum of 1/2 of the wire basket must be removed from the root ball after tree is set in hole.** Fill hole by gently firming the earth around the tree to hold in place and to eliminate air pockets. Settle soil around the roots with water and add soil to the hole until the tree is firmly positioned. Do not excessively tamp around the tree base. This compacts the soil and may inhibit the spread of roots. **DO NOT PLACE SOIL OVER TOP OF ROOTBALL.** Create a soil ridge or berm that surrounds the filled planting hole creating a "bowl" to serve as a reservoir when watering. Berm shall be created to the outside of the backfill / undisturbed soil interface.

4) **Staking**

Staking of trees shall take place only as necessary. The City of Claremore to be consulted if any questions arise concerning staking of tree specimen(s). Nylon webbing or strapping must be used. No wire or garden hose will be permitted as staking material.

5) **Mulch**

Mulch will be supplied and installed by the bidder.

6) **Watering the trees**

Saturate the fresh backfill around the tree with water in the amount that will insure the entire root ball becomes wet.

7) **Pruning**

After tree is installed each tree is to be examined. If any broken branches are noticed, they are to be pruned in such a way as to remove the damaged portion and not compromise the branch collar.

NURSERY QUESTIONNAIRE

Please submit the following information as statements of your experience and qualifications. Additional sheets may be used.

- 1) How many tree planting projects have you completed that are similar to the proposed project?
- 2) If you have completed similar projects, list at least four projects and give the name and location of each project, the amount, date of contract, and the owner or agency for which the work was performed. Please list the name, address, and the phone number of a reference for each project.
- 3) **Have you ever failed to complete a contract or been involved in litigation regarding the acceptance or final settlement for work performed? If the answer is yes, explain.**
- 4) How many years have you been in business?
- 5) Oklahoma Nurseryman's Certificate Number: _____

Name of Contractor: _____

Representative's Signature: _____

Typed Name and Title: _____

Address: _____

Phone: _____

Section Three RFP Procedures

3.1 Rescission of Proposal

A proposal can be withdrawn from consideration at any time prior to the expiration of the Deadline for Proposals, as stated In Section 2.6 of the RFP, pursuant to a written request sent to the City of Claremore Central Purchasing Agent

3.2 Request for Electronic Copy

A Proposer may request an electronic copy of the RFP from the City of Claremore Central Purchasing Agent or via the internet at www.claremorecity.com/bids.aspx. Electronic copies will be forwarded through email addresses only.

3.3 Request for Clarification

The City of Claremore reserves the right to request clarification of any information contained in a Proposal.

3.4 Questions by Proposers

The deadline for questions submitted by Proposers is seven (7) days prior to the opening. The City of Claremore will accept no questions after this date. Questions must be submitted in writing; the question, written City of Claremore response, and addenda, if any, related to the RFP will be distributed to all Proposers. If the City of Claremore determines a question has been sufficiently answered in the RFP, the inquiring Proposer will be referred to the relevant section of the RFP. Questions may be faxed or emailed to the City of Claremore Purchasing Agent, Anne Smith, at (918)-341-1325 or asmith@claremorecity.com

3.5 Addenda to the RFP

Each Proposer will be provided with copies of City of Claremore approved addenda, including amendments to the RFP. If and as necessary, as determined by the City of Claremore, Proposers will, in turn, be allowed time to revise or supply additional information in response to such addenda.

3.6 Pre-Proposal Conference

There will be no Pre-Proposal Conference for this RFP.

3.7 Communication with City of Claremore

Except as provided in this RFP and as is otherwise necessary for the conduct of ongoing City of Claremore business operations, Proposers are expressly and absolutely prohibited from engaging in communications with City of Claremore personnel who are involved in any manner in the review and/or evaluation of the Proposals; selection of a Proposer; and /or negotiations or formalization of a Contract. If any Proposer engages in conduct or communication that the City of Claremore determines are contrary to the prohibitions set forth in this Section 3.6, the City of Claremore may, at its sole discretion, disqualify the Proposer and withdraw the Proposer's Proposal from consideration.

3.8 On Site Visits

The City of Claremore understands and supports on-site visits by prospective proposer. Before arriving, you are required to set an appointment with the City of Claremore Park Department (918-342-2522) a minimum of 24 hours in advance. Every effort will be made to accommodate your request. Please exercise every professional courtesy to our staff and employees. On site visits are suggested though not required.

3.9 Evaluation of Proposals

The Selection Committee will review Proposals in accordance with the procedure and criteria set forth in this RFP. Proposals that are (i) incomplete, (ii) not properly certified and signed, (iii) not in the required format, or (iv) otherwise non-compliant, in whole or in part, with any of the requirements set forth in this RFP may be disqualified by the City of Claremore.

3.10 Proposer Presentations

Proposers may be invited to the City of Claremore to present their program/service to the Selection Committee. The Selection Committee will establish the format, time, date and location for presentations.

Section Four Proposal Contents

4.1 Provision of Information

Each Proposer must provide current, accurate, complete information about all of the following in support of its Proposal (please coordinate numbers with responses):

I. Business, Financial Information:

- 1 Name, address, telephone number, and title of the person(s) whom the City of Claremore can contact about the Proposal;
- 2 State of Oklahoma corporate filings, DBA name, registration and tax identification number;
- 3 Name(s) of Owner(s) or partners or directors, as applicable;
- 4 Names, titles, and resumes of Proposer officials who will serve as primary Proposer contacts;
- 5 Length of time and years during which the Proposer has provided the Services contemplated by this RFP
- 6 List of three (3) references for whom the Proposer currently provides Services; and
- 7 Insurance carrier(s), types, and amounts of coverage currently maintained by the Proposer and claims/loss reports for the three (3) preceding calendar/fiscal years (2008, 2009, and 2010).

II. Services, Plans, Reports, Billing

- 1 Detailed Plan, with projected time lines and itemized costs, for provision of Services;
- 2 Sample or prototypical reports that would be furnished to the City of Claremore
- 3 Names, titles, contact point of Proposer officials who **will** serve as primary Proposer contacts and/or perform various services in support of the agreement, plus supporting credentials demonstrating the education, training, and experience of these personnel.
- 4 Historically Underutilized Business (HUB) status, if any, of the Proposer;
- 5 Methods, procedures, and processes to ensure quality control; and
- 6 Billing procedures and processes utilized by the Proposer.
- 7 The responding bidder's qualifications, years in business, experience in providing the level and type of service specified in the proposal. Attach as Addendum A
- 8 The number of Full-time, Part-time employees and Salaried Supervisory employees available to perform the services specified in the proposal. Attach as Addendum B
- 9 The bidder must list at least three (3) current references where they are currently providing services specified in the proposal. Include Company name, Contact name and telephone number. Attach as Addendum C
- 10 Specifications of equipment owned by proposer that will be utilized to **fulfill** the contract and any purchases the proposer intends to make to **fulfill** the contract should it be awarded to the proposer. Attach as Addendum D

4.2 Rates for Services

Each Proposer must provide specific information about fees for all Products and Services, as outlined in the specifications.

4.3 Proposer Affirmation Clause

Each Proposer must affirm and incorporate in its Proposal all of the Affirmation set forth in this Section 4.4. If the City of Claremore determines a Proposer has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the City of Claremore will disqualify the Proposer from consideration and report the false statement as such to the Oklahoma Department of Commerce. Also, the City of Claremore will remove the Proposer from the Master Bidders List of the City. Accordingly, the Proposer affirms all of the following, without limitation

- 1 a. The Proposer has not conferred or offered to confer, either directly or indirectly, any benefit whatsoever on a public servant in connection with the submitted Proposal or the subject matter of the Proposal;
- 2 b. The Proposer either is not subject to the payment of franchise taxes to the State of Oklahoma or is not currently delinquent in regard to the payment of franchise tax owed to the State of Oklahoma;
- 3 c. The Proposer, individually or acting by and through its officers, principals, employees, contractors, subcontractors, agents, or personnel, has neither (i) violated state or federal antitrust laws nor (ii) communicated any of the contents of the Proposal to its competitors or any other person or entity engaged in such line of business;
- 4 d. The Proposer did not participate in or receive compensation for preparation of the RFP;
- 5 e. The Proposer shall defend, indemnify, and hold harmless the City of Claremore, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of the Proposer or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;
 - 1 f. The Proposer expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to the accessibility by persons with visual impairments. Accordingly, the Proposer represents and warrants to the City of Claremore that the technology provided by Proposer for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - 2 (1) providing equivalent access for effective use by both visual and non- visual means;
 - 3 (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and
 - 4 (3) Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or Services which would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

Section Five Evaluation, Selection, Award

5.1 Discussions with Proposers

The City of Claremore may conduct discussions and/or negotiations with any Proposer that appears to be eligible for award ("Eligible Proposer") pursuant to the selection criteria set forth in this RFP. In conducting discussions and/or negotiations, the City of Claremore will not disclose information derived from Proposals submitted by competing Proposers, except as and if law requires disclosure.

5.2 Modification of Proposals

All Eligible Proposers will be afforded the opportunity to submit best and final Proposals if (a) negotiations with any other Proposer result in a material alteration to the RFP and (b) such material alteration has a cost consequence that could alter the Proposer's quotations regarding rates for Service.

5.3 Selection of Proposer

The Proposer selected for award will be the Proposer who's Proposal, as presented in response to this RFP and as determined by the City in accordance with the evaluation criteria set forth in Section 5.5, to be the most advantageous to the City. Proposers acknowledge that the City is not bound to accept the lowest-priced Proposal.

5.4 Evaluation of Proposals

The City personnel, including personnel who serve on the Selection Committee, will evaluate proposals. Submission of a Proposal indicates the Proposer's acceptance of the evaluation process set forth this RFP and the Proposer's acknowledgement that subjective judgments must be made by the City in regard to the evaluation process.

5.5 Criteria for Evaluation

Evaluation of Proposals and award to the Selected Proposer will be based on the following factors, as weighted and listed below:

| | Percentage Weight |
|---|-------------------|
| A. Rates for Services quoted: | 50% |
| B. Qualifications: | 20% |
| C. Stability and success of the Proposer's Business profile and location: | 10% |
| D. Comparable projects: | 10% |
| E. Guarantee: | 10% |

In the event, the City receives two or more bids from responsive, responsible bidders, one or more of whom are the City of Claremore vendors and the bids are substantially equal in price, quality and service, the City shall award the contract to the vendor the City of Claremore deems to be in the best interests of the City and/or is a City of Claremore vendor. For purposes of this section, the City of Claremore vendor means a company which has maintained its principal office in the City of Claremore for at least six (6) months. Maintaining a City of Claremore P.O. Box is not, in and of itself, sufficient to discretion under this section to determine if a company qualifies as a City of Claremore vendor and if two or more bids are substantially equal.

5.6 Consideration of Additional Information

The City reserves the right to ask for and consider any additional information deemed beneficial to the City in evaluation of the Proposals.

Section Six Insurance

6.1 Required Coverage

For the duration of the agreement, for all renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Proposer shall obtain, at its sole expense and at no cost to the City, the following coverage and shall maintain such coverage in full force and effect:

Workers' Compensation: Workers' Compensation covering all individuals who provide Services pursuant to the agreement at the request of the Proposer, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Oklahoma.

Commercial General Liability: Commercial General Liability, including operations, Contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

Automobile Liability: Comprehensive Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000).

Employer's Legal Liability: Employer's Legal Liability in amounts of not less than five hundred thousand dollars (\$500,000) per accident, five hundred thousand dollars (\$500,000) for disease (policy limit), and \$500,000 for disease (per person).

6.2 Effect of Indemnification Obligations

No Provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Proposer in accordance with requirements set forth in the Contract.

6.3 Additional Named Insured, Subrogation

With the exception of the Workers' Compensation policy, The City of Claremore shall be an additional-named insured on all policies, and subrogation against the City must be waived.

6.4 Notification of Cancellation

Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or canceled unless thirty (30) days' prior written notice of modification or cancellation is given to the City's Attorney. In the event the Proposer receives notice of modification or cancellation of any of the policies required under the Contract, then, prior to the effective date of modification or cancellation of the policy, the Proposer shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to the City. If the Proposer fails to obtain such an insurance policy, the City may immediately terminate the Contract without further notice to the Proposer.

Section Seven General Terms and Conditions

7.1 Initial Term; Renewal Terms

The City anticipates an initial term of: Term of agreement should be no longer than ten years; base one (1) year term with an additional five one (1) year renewals. A term of agreement is generally signed for a minimum one (1) year term.

7.2 Termination

The Contract may be sooner terminated on the first to occur of the following:

- Termination with Cause: In the event either the City or the Proposer shall, with or without cause, at any time give to the other at least 60 days' advance written notice, the Contract shall terminate on the future date specified in such notice.
- Mutual Agreement: In the event either the City or the Proposer mutually agree in writing, the Contract may be terminated on the terms and date stipulated in the writing.
- Termination by Default: In the event either party shall give notice to the other that the other Party has substantially defaulted in the performance of any obligation under the Contract, and the default has not been cured within 10 business days following the receipt of such notice by the Party alleged to be in default, the Party giving notice shall have the right to terminate the Contract immediately, upon the close of City business or at 4 p.m., Central Standard Time on the 10th business day after notice was received.
- Termination for Insolvency, Bankruptcy, Assignment to Creditors: The City may, without further notice, terminate this Agreement immediately if the Proposer (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) make a general assignments or sale of its assets or business for the benefit of creditors.
- Funding Out: The City shall have the right to cancel this contract at the end of the then current budget period if funds are not allotted for the next budget year to continue this contract. The City may effect such cancellation by giving the Proposer written notice of its intention to cancel not less than thirty (30) days prior to the end of the then current budget period, stating its reasons for cancellation. Upon cancellation of this contract as provided in this section 7.2.5, the City shall not be responsible for the payment of any services received which occur after the end of the current contract period.

7.3 Indemnification by the Proposer

The Proposer agrees to and shall indemnify and hold harmless the city and their officers, agents, employees, and personnel, from and against claims arising out of or attorneys' fees and for general conduct, whether based upon Proposer, employment, apparent Proposer, joint venture, partnership, or any other legal theory by which liability is adjudged against the City for the acts, intentional acts, omissions, negligence, or gross negligence of the Proposer and/or any personnel or individuals providing services on behalf of the contractor pursuant to the contract. The indemnification obligations set forth in the contract shall survive termination or expiration of the contract.

7.4 Right to Inspect

The City retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by the Proposer in the performance of the Contract.

7.5 Definition of Terms

Contract: The term "Contract" shall mean the written agreement, if any, executed by authorized representatives of the City and the Selected Proposer(s) that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFP, of the respective parties to the arrangement for provision of Service.

City Liaison: The term "City Liaison" shall be defined as the (title of individual who will serve as primary contact for purposes of the RFP and the resulting contract, if any) and/or his/her designee.

Proposer's Personnel: The term "Proposer's Personnel" shall mean and include any and/or all of the following, without limitation: employees, leased employees, agents, officers, directors, staff, independent contractors, contractors, or subcontractors, or any individuals furnished, referred, or provided by the Proposer for purposes arising out of or related to this RFP, the Proposer's Proposal, and the Contract, if any, that results from the award made by the City to the Selected Proposer.

Budget Year: A budget year begins on July 01 and ends on June 30.

TREE PLANTING SERVICES, RFP-2012-02

All bids must meet or exceed specifications or it will be rejected.

The Undersigned Acknowledges:

1. That he/she is an authorized agent of the vendor submitting this bid.

2. The receipt of the following Addenda; if none was received, mark

N/A _____

—

3. The firm submitting this bid has never defaulted on any Municipal, State, Federal, or Private Contract.

Company: _____

Signed

By: _____

—

Printed or Typed Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Toll Free Number: _____ E-Mail: _____

Cell Phone

Number: _____

Pager: _____

Primary Point Of

Contact: _____

Payment Terms And

Conditions: _____

Company Name: _____

Comments: _____

Delivery: _____

State Guarantee/Warranty: _____

Bid Total:

\$ _____

Bid in written
form: _____



INTEREST AFFIDAVIT

STATE OF OKLAHOMA)
)SS.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, on oath, state that I am the agent authorized by the seller to submit the attached bid. Affidavit further states that no officer or employee of the City of Claremore either directly or indirectly owns a five percent (5%) interest or more in the Candidate's business or such a percentage that constitutes a controlling interest. Affidavit further states that the following officers and /or employees of the City of Claremore own an interest in the Candidate's business which is less than a controlling interest, either direct or indirect.

Name & Title _____

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public

My Commission Expires:_____

(SEAL)



Non-Collusion Affidavit

STATE OF OKLAHOMA)
) SS
 COUNTY OF)

_____, of lawful age, being first duly sworn, on oath says:

- 1. I am the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
- 2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
- 3. Neither the Candidate nor anyone subject to the Candidates direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Name & Title _____

Address _____

County of _____

State of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Noterized by: _____

My commission expires: _____



Indemnification Form

The following indemnification agreement shall be, and is hereby a provision of any contract . Failure to submit this form with your bid response shall result in your bid being rejected as unresponsive.

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER

AUTHORIZED SIGNATURE _____

ADDRESS

TELEPHONE

TOLL-FREE NUMBER _____

FAX NUMBER

| | | |
|--|---|---|
| <p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p> | <p>Request for Taxpayer Identification Number and Certification</p> | <p>Give form to requester. Do not send to the IRS.</p> |
| <p>Print or type see Specific Instructions on page 2.</p> | <p>Name (as shown on your income tax return)</p> | |
| | <p>Business name, if different from above</p> | |
| | <p>Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶</p> | |
| | <p>Address (number, street, and apt. or suite no.)</p> | <p>Requestor's name and address (optional)</p> |
| | <p>City, state, and ZIP code</p> | |
| <p>List account number(s) here (optional)</p> | | |
| <p>Part I Taxpayer Identification Number (TIN)</p> | | |
| <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> | | <p>Social security number</p> <p>.....</p> <p>OR</p> <p>Employer identification number</p> <p>.....</p> |
| <p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p> | | |
| <p>Part II Certification</p> | | |
| <p>Under penalties of perjury, I certify that:</p> | | |
| <p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</p> | | |
| <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</p> | | |
| <p>3. I am a U.S. citizen or other U.S. person (defined below).</p> | | |
| <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.</p> | | |
| <p>Sign Here</p> | <p>Signature of U.S. person ▶</p> | <p>Date ▶</p> |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, where applicable, to:

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form

**CITY OF CLAREMORE, OKLAHOMA
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the City of Claremore to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Claremore may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications.

Signed: _____

I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

*Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.



BID/ RFP/ RFQ RETURN RECEIPT

Date (Received): / /2012

Bid / RFP / RFQ Number: RFP-2012-02

Project Number: _____

Department: Parks & Recreation

Contact Person: Anne Smith

Type: Sealed Bid On-line Bid RFP
 RFQ

Deadline for Bid / RFP / RFQ: February 8, 2012 1:30 P.M.

Location: Central purchasing agent's office in the Finance Department at City Hall.

Pre-Bid / RFP / RFQ Meeting Time and Date: N/A

Yes No

Location: City Hall Council Chambers

Bid / RFP / RFQ Opening Time and Date: February 8, 2012 at 1:30 P.M.

Location: City Hall Council Chambers

Detailed Description:

Tree planting services for the City of Claremore Parks & Recreation Department. Services are to be completed by April 15, 2011.

Please return this page as proof of having received the packet and check one of the boxes below.

Vendor Return Receipt: NO RFP/BID/RFQ Will be completing RFP/RFQ/BID

Authorized Personnel Signed

Date



In an effort to better reach all prospective vendors, please assist us by providing and returning, with your bid/proposal, the following information:

How did you learn about this request for proposal? Please check all that apply:

- _____ Legal notice in the Claremore Daily Progress
- _____ City of Claremore internet web site
- _____ Advertisement on Claremore cable TV. (CCTV-Channel 17)
- _____ Posting on city hall bulletin board
- _____ Subscription to a construction reporting service if
- _____ City sent the bids to my firm
- _____ Other, please identify _____

Thank you for your assistance!

OKLAHOMA TAX COMMISSION



November 3, 2003

TAXPAYER ASSISTANCE DIVISION
Larry Wilson, Director

City of Claremore TPA
PO Box 249
Claremore OK 74017

FEI 736005143

Dear Sir/Madam:

This is in response to your request for verification of the sales tax exemption for purchases made by the City of Claremore, Claremore, Oklahoma. This entity of government is exempt from payment of state/local sales tax pursuant to Title 68 O.S. 2002 Supp., Section 1356(1) which we quote in part:

There are hereby specifically exempted from the tax levied by this article:

* * *

(1) Sale of tangible personal property or services to the United States government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state;

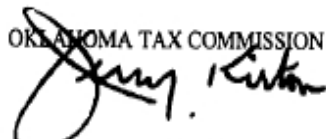
Pursuant to 68 O.S. Section 1404, any purchase exempt from sales tax is also exempt from use tax.

Because we do not issue "sales tax permits" to government entities that are exempt by statute, you may provide vendors with a copy of this letter for documentation concerning your sales tax exemption. Expenses, including travel, incurred on a reimbursable basis are not sales tax exempt.

This exemption does not expire, but the response contained in this letter applies only so long as you maintain the status set out in your application of October 31, 2003. Any change in your status may invalidate this letter. This letter may not be used to establish sales/use tax exemption status by any entity other than the addressee.

If we can be of further assistance, please feel free to contact us at (405) 521-3160.

Sincerely,

OKLAHOMA TAX COMMISSION


Jerry Kirton, Administrator
Taxpayer Assistance Division

JK:sf

2501 NORTH LINCOLN BOULEVARD • OKLAHOMA CITY • OKLAHOMA 73194

IT IS OUR MISSION TO SERVE THE PEOPLE OF OKLAHOMA BY PROMOTING TAX COMPLIANCE THROUGH QUALITY SERVICE AND FAIR ADMINISTRATION