

Date: March 18, 2025



**City of Portland, Oregon**

**ITB No. 00002519  
Invitation to BID  
for  
Urban Forestry Tree Planting and Establishment Services**

**BIDS DUE:**

April 11<sup>th</sup>, 2025

By 4:00 P.M. Pacific Time

**MEETING NOTICE:**

The following **mandatory** pre-bid information sessions are scheduled for this ITB. You must attend one of the info sessions and attendance will be taken. You must sign on within the first five minutes of the session and stay for the entire presentation in order for your attendance to be recorded. Attendance at one of the info sessions is a requirement of this solicitation. The field visit is highly encouraged but optional.

**In Person Info Session Option**

Meeting Date: Tuesday March 25<sup>th</sup>, 2025

Location: The Portland Building, 2<sup>nd</sup> Floor, Rm. 210

Time: 1:00pm-2:00pm

**Virtual Info Session Options**

Meeting Date: Friday, March 28<sup>th</sup>, 2025

Time: 9:00am-10:00 am

Zoom Link: <https://us06web.zoom.us/j/84150846363>

Meeting ID: 841 5084 6363

Or

Meeting Date: Friday, April 4, 2025

Time: 8:00am-9:00 am

Zoom Link: <https://us06web.zoom.us/j/84150846363>

Meeting ID: 841 5084 6363

**Optional Field Visit**

Meeting Date: Friday, April 4, 2025

Location: SE Steele St & SE 77th Ave

Portland, OR 97206

Time: 11:30am-12:30pm

**SUBMITTAL INSTRUCTIONS:**

Submit bids electronically by uploading the required bid documents below to the City's Procurement Services vendor portal, BuySpeed found at: <https://procure.portlandoregon.gov/>. Refer to Exhibit C within this solicitation for instructions on how to upload bids.

**REFER ALL QUESTIONS TO:**

(Axkana Rios-Martinez), Procurement Specialist

Bureau of Revenue and Financial Services, Procurement Services

Phone: (503) 341-0310

Email: [axkana.rios-martinez@portlandoregon.gov](mailto:axkana.rios-martinez@portlandoregon.gov)

## SECTION 1 INTRODUCTION

### 1.1 Background

Portland Parks & Recreation (PP&R) is establishing multiple contracts with service providers for tree planting and establishment services to support the city's efforts to expand its urban tree canopy. These contracts will be utilized by PP&R's tree planting programs to increase tree coverage in priority neighborhoods, guided by Portland's citywide tree planting strategy, [Growing a More Equitable Forest](#).

Trees are critical urban infrastructure, providing essential services such as cooling shade, improved air quality, and stormwater management. However, Portland's tree canopy is not evenly distributed, with lower coverage in historically underserved areas. These tree planting contracts will help address this inequity by increasing canopy cover along streets, in schoolyards, and on private properties within the most vulnerable communities, that we refer to as our [priority service areas](#).

This initiative aligns with key environmental and public health goals outlined in the Urban Forest Management Plan, the Portland Clean Energy Community Benefits Fund's (PCEF) Equitable Tree Canopy Program, and other city-adopted policies. With guidance from extensive community outreach, PP&R expects to plant and establish up to 2500 trees through these agreements, ensuring long-term benefits for Portland's residents and environment.

### 1.2 Scope of work

A successful contractor will be expected to work closely with designated City of Portland personnel to perform the tasks described in Exhibit B Technical Specifications and Required Services.

The scope of work performed covers trees planted in public rights-of-way, City owned property, and private property. An estimated 2,500 total trees will be planted in FY 25/26 by contractors, with that work being performed by multiple contractors. Each contractor will be assigned work based on their capacity via task order.

Contract awards will be divided into **three bid groups** to accommodate **small, medium, and large-sized businesses**.

The successful contractors will be expected to enter into a not-to-exceed Services Price Agreement with the City and will furnish all labor, materials, tools, machinery, and equipment necessary to perform all contracted services.

Most trees procured will be 1.5" caliper and will require three years of establishment services. The awarded contractor(s) will provide the following services:

- Procurement of trees as specified by the City
- Tree delivery and installation by specified delivery date
- Provision of three years of establishment services and tree warranty

Establishment services include watering, mulching, weeding, maintaining tree stakes and tree ties, minor pruning, and site maintenance. Each tree will also receive four mulch refreshes across the three years of establishment. Contractors could be assigned establishment or additional services for existing trees the contractor did not plant, based on contractor capacity. Trees not planted by the contractor will not include a replacement warranty because tree decline and/or failure could be the result of nursery stock, planting techniques, and/or establishment care.

Recently, Portland Parks & Recreation Urban Forestry began a partnership with the Portland Clean Energy Community Benefits Fund (PCEF). This historic partnership initiated the [Equitable Tree Canopy Program](#),

with additional programs under development. Contracts resulting from this ITB may be funded in part by PCEF. The Bidder may select if they wish to be considered for PCEF-funded projects. PCEF funded projects have additional requirements which are listed in Section 3 of this ITB.

### 1.3 Technical Requirements

The selected contractor will meet the tasks identified in **Exhibit B: Technical Specifications and Required Services**.

### 1.4 Contractor Bid Groups

Bids will be divided into **three bid groups** to accommodate **small, medium, and large-sized businesses**. This structure allows firms of varying capacities to compete for contracts based on their resources and capabilities.

#### Bid Groups

To determine the bid group of your firm, use Tables 1 and 2. After calculating your number in Table 1, determine your bid group from Table 2. The minimum requirements your firm must meet, based on your firm's bid group, are listed in Table 3 (next page).

*Table 1: Calculate Your Firm's Total Number Based on Number of Employees and Revenue in 2024*

Line	Metric	Number Criteria (1, 2, or 3)	Your Number (1, 2, or 3)
1	Number of full-time employees in 2024	1-5 employees = 1 6-15 employees = 2 16+ employees = 3	
2	Revenue in 2024	\$1 - \$999,999 = 1 \$1,000,000 - 3,999,999 = 2 \$4,000,000 + = 3	
3	Tree planting and establishment capacity (Total number of trees to be transported, planted, and established over the course of the project)	Refers to 1.5" - 3.0" caliper tree stock 100 – 299 trees = 1 300 – 499 = 2 500+ = 3	
4	<b>TOTAL NUMBER</b>		

*Table 2: Bid Group Based on Table 1 Total Number*

Table 1, Line 3 Total	Contract Bid Group
3 or 4	A "Small"
5 or 6	B "Medium"
7+	C "Large"

Table 3: Minimum Requirements for Each Bid Group

Requirement	Bid Group A "Small"	Bid Group B "Medium"	Bid Group C "Large"
<b>Years of Experience Procuring, Transporting, Planting and Establishing Trees</b>	At least two years	At least three years	At least five years
<b>Years of Managing Landscaping Projects</b>	At least one year		
<b>Years of Experience Reporting to Clients, Managing Data, and Invoicing</b>	At least one year	At least three years	At least five years
<b>Administrative Capacity</b> (Manage record keeping, communications, timely responses, nursery coordination, utility locate requests, water/establishment routes, reporting, invoices, and other project management tasks.)	At least one project team member available for the contract.		At least two project team members available for the contract.
<b>Subcontracting</b>	Not required	Not required	If prime Contractor is not COBID certified, Contractor must subcontract 10% with a COBID or Portland Equity firm. The subcontracted firm must meet the requirements of Bid Group A. <sup>i</sup>
<b>State Landscape Contracting Business License</b>	Required		
<b>State Landscape Construction Professional Licenses</b>	At least one project team member.		
<b>Technology</b>	At least one cell phone per field crew for communication and access to Urban Forestry's work order system, and at least one computer with internet access in the Contractor's office.		
<b>Purchasing Capacity</b>	Ability to purchase trees, mulch, and other supplies as required per contract specifications in order to meet the total number of trees to be planted and established per criteria listed below.		
<b>Tree Planting Capacity for this Project</b> (Total number of trees to be transported and planted between November 1 and March 31)	At least 100 trees (1.5" - 3.0" caliper tree stock)	At least 300 trees (1.5" – 3.0" caliper tree stock)	At least 500 trees (1.5" – 3.0" caliper tree stock)
<b>Daily Tree Planting Capacity</b>	At least five trees.		At least eight trees.
<b>Tree Planting Crew(s) for this Project</b>	At least two staff per crew.		
<b>Tree Establishment Capacity for this Project</b> (Water, weed, and other related establishment specifications from May 1 – Oct 15. This is <u>in addition</u> to any other projects or contracts the Contractor may have.)	At least 100 trees for three years.	At least 300 trees for three years.	At least 500 trees for three years.
<b>Planting and Establishment Tools and Materials for this Project</b>	Must have required tools and materials required per the contract specifications.		
<b>Vehicle(s) with Watering Tanks for this Project</b> (Used during planting and weekly establishment from May 1 through October 15.)	At least one truck used two days per week with a 500-gallon (or greater) watering tank. -OR-	At least one truck used five days per week with a 750-gallon (or greater) watering tank. -OR-	At least two trucks used five days per week, each with a 500-gallon (or greater) watering tank. -OR-

	At least two trucks used two days per week, each with a 350-gallon (or greater) watering tank.	At least two trucks used five days per week, each with a 350-gallon (or greater) watering tank.	At least three trucks used five days per week, each with a 350-gallon (or greater) watering tank.
<b>Water Source for Watering Tanks</b> (For watering during planting and weekly establishment from May 1 through October 15).	Ability to source water from Contractor's own facility and/or ability to source water from the City of Portland Water Bureau's Hydrant use program (by obtaining a permit <sup>ii</sup> ).		
<b>Vehicle(s) to Haul Debris for this Project</b> (Weeds and other debris from tree beds, during planting and establishment season.)	At least one (can be truck and/or trailer).		
<b>Vehicle(s) to Reapply Mulch for this Project</b> (There are four required reapplications throughout the establishment period)	At least one (can be truck and/or trailer). (Mixing debris and fresh mulch must be avoided at all times)		
<b>Establishment Crew(s) for this Project</b> (Ensure all establishment specifications are met, including tree watering, weeding, mulching, stake removal, dead/declining tree removal, etc.)	At least one crew.	At least two crews.	
<b>Facility to Store Trees Prior to Planting for this Project</b>	Required		

i. For subcontracting: If the subcontractor will be assigned tasks that do not require a State Landscape Contracting Business License (e.g., watering trees), then the subcontractor does not need to hold the license.

ii. City of Portland fire hydrant permit webpage: <https://www.portland.gov/water/about-hydrant-permits>

## SECTION 2 GENERAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

All bids are subject to the provisions and requirements of the Oregon Revised Statutes and the Portland City Code (PCC), including PCC 5.10

### 2.1 Bid Preparation

#### 2.1.1 Bid Format

Bids must be submitted on the format provided in the Invitation to Bid.

#### 2.1.2 Conformance to Bid Requirements

Bids must conform to the requirements of the Invitation to Bid. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

#### 2.1.3 Conflict of Interest

By submitting a bid, a Bidder certifies that no officer, agent or employee of the City has a pecuniary interest in this Agreement has participated in preparation of the bid or resulting Agreement, that the bid was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same bids, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

#### 2.1.4 Cost of Bidding

This invitation to bid does not commit the City to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or Contracting for the items to be furnished under the invitation to bid.

#### **2.1.5 Use of Brand or Trade Names**

Any brand or trade names used by the City in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser's approval.

#### **2.1.6 Product Identification**

Bidders must clearly identify all products bid. Brand name and model or number must be shown. The City reserves the right to reject any bid when the product information submitted with the bid is incomplete.

#### **2.1.7 Fob Destination**

BID PRICES MUST BE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED with all transportation and handling charges paid by the Bidder.

#### **2.1.8 Exceptions**

Any deviation from solicitation specifications, terms and conditions may result in bid rejection.

#### **2.1.9 Delivery**

Delivery time must be shown in number of calendar days after receipt of order.

#### **2.1.10 Signature on Bid**

Bids must be signed by an authorized representative of the Bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud. Failure to sign is cause for bid rejection.

Signature on a bid also certifies that the Bidder has read and fully understands all solicitation specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Invitation to Bid

#### **2.1.11 Bid Modification**

Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Modification must be clearly marked "Bid Modification". Bidders may not modify bids after bid closing time.

#### **2.1.12 Bid Withdrawals**

Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Procurement Services prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

#### **2.1.13 Late Bids**

Sealed bids must be received and time-stamped by Procurement Services prior to bid due time on the bid due date. Late bids will **not** be considered for award.

### **2.2 City Sustainability Objectives**

The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <https://www.portland.gov/procurement/sustainable-procurement-program/sp-initiatives>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts. While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; reducing air, water, and land pollution; building and maintaining high-performance green buildings; reducing the use of materials toxic to the environment and human health; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

### **2.3 Addenda to Plans or Specifications**

If, in the opinion of the Chief Procurement Officer, additional information or interpretation should be provided, an Addendum will be made available to all known specification holders. Any Addendum will be issued seventy-two (72) hours or more before the scheduled closing time for submitting bids, not including Saturday, Sunday, and legal holidays. The City shall post all Addenda on the Procurement Services website. Failure of the Bidder to exercise due diligence to receive or obtain such Addenda shall not excuse the respondent from compliance therewith if awarded the contract.

### **2.4 Oral Instructions**

Oral instructions or information concerning the ITB documents or the project given out by officers, employees, or agents of the City to prospective Bidders are not binding unless confirmed by Addendum.

### **2.5 Questions or Clarifications**

It is the Bidder's responsibility to ask questions, request changes or clarifications, or inform the City of Portland, Procurement Services if it believes the language, specifications or requirements of this ITB are ambiguous, contradictory, or have other problems. Unless a different time is provided in the ITB, questions received less than seven (7) calendar days prior to the date bids are due may not be answered. Clarifications of any provision of the solicitation document are binding only if the City amends the solicitation document by Addendum.

### **2.6 Protest of Solicitation Specifications**

A Bidder who believes specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Chief Procurement Officer. To be considered, protests must be submitted within 7 days after a solicitation document is advertised (ten days if the bid is for a public improvement). Protests must be submitted via email to the Procurement Buyer identified on page 1.

## **2.7 Bid Opening**

Bids will be publicly opened at the scheduled opening time stated in the Solicitation. Award decisions will not be made at the bid opening.

### **2.7.1 Bid Evaluation and Award**

Multiple awards will be made to the lowest responsive and responsible Bidders according to the Invitation to Bid

The City may determine to award by individual line item if it's in the best interest of the City.

**Contracts will be awarded based on a three-tier bid structure, categorized into small, medium, and large-sized business groups. There will be two pools of awarded vendors for each category. One pool for project funded through the standard budget, and one pool for projects funded through PCEF. When bidding on standard budget awards, vendors will not need to bid family wage standard rates. When bidding on PCEF funded awards bidders will need to include family wage standard rates (please refer to attachment 2 for details). Bidders may submit bids on one or both funding categories in order to be awarded a Contract in the pool.**

**Contract awarded in each pool will receive task order for work based on the size of the project, availability, capacity and pricing.**

### **2.7.2 Evaluation Criteria**

Bids will be awarded based upon the evaluation criteria in the Invitation to Bid and in accordance with Section 5.33 of City Code.

### **Local Contracting**

The City: prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

### **2.7.3 Buy Oregon Preference**

## **2.8**

#### **2.8.1.1 Preference For Goods And Services From Resident Bidders:**

The City may give a preference to a qualifying Bidder that resides in or is headquartered in Oregon. The City intends to give a five percent (5%) preference for a qualifying Bidder that resides or is headquartered in Oregon. This percentage shall be deducted from the total price submitted by the Bidder. This price reduction shall be for evaluation purposes only and shall not be reflected in the pricing incorporated into the awarded Contract or Price Agreement.

2.8.1.1.1 A resident Bidder is defined in OAR 125-246-0110(142) as: “an Bidder that has paid unemployment taxes or income taxes in this State during the 12 calendar months immediately preceding submission of the Offer, has a business address in this State, and has stated in the Offer whether the Bidder is a ‘resident Bidder.’”

2.8.1.1.2 “Headquartered” means the administrative center of an enterprise.

2.8.1.2 The Bidder shall certify in writing that the Goods and/or Services meet the Buy Oregon Preference under section above2.7.3, using the form in Attachment 4 to this RFP.

## **2.8.2 Delivery**

Ability to meet the City's required delivery date shall be used to determine responsiveness.

## **2.8.3 Payment**

The City's standard payment term is Net 30 days. Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: [SAP Ariba Onboarding \(Register As New Supplier\) | Portland.gov](http://SAP Ariba Onboarding (Register As New Supplier) | Portland.gov) Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

## **2.8.4 Bid Rejection**

The City reserves the right to reject any and all bids.

## **2.8.5 Cancellation**

The City reserves the right to cancel this solicitation at any time without award.

## **2.8.6 Bid Results**

Bidders who receive awards will be notified of bid results via the Procurement Services website; unsuccessful Bidders will not be directly notified. Bid results are available by phone or email.

## **2.8.7 Protests**

A written protest regarding the procurement process or this solicitation document must be submitted within 7 days after a solicitation document is advertised. A written protests regarding contract award must be submitted in writing within 7 days after the award of a contract or Notice of Intent to Award, whichever occurs first. A written protest of any Addendum must be submitted by the close of the next business day after issuance of the Addendum. Late protests will not be considered. See PCC 5.33.730 and 740.

## SECTION 3 SUPPLEMENTAL REQUIREMENTS

3.1 This ITB will include two types of contracts: Standard and PCEF. both will adhere to the primary terms outlined in the ITB, PCEF contracts will include additional requirements. The following language applies specifically to PCEF contracts:

### **Portland Clean Energy Benefits Fund Funding Requirements**

*The services associated with this ITB are partially or fully funded by the Portland Clean Energy Benefits Fund (PCEF). Bidder acknowledges and accepts as a condition of award the following as outlined in [Portland City Code 7.07.060.C](#):*

- 1) **U.S.-made renewable energy products** – any purchases of solar, wind or other renewable energy systems purchases must be predominantly manufactured in the United States unless such a product is unavailable, or the cost is prohibitive.
- 2) **Workforce and Contractor Equity Agreement** - Bidder agrees to abide by any applicable workforce and contractor equity agreement developed by PCEF staff in alignment with workforce and contractor equity plans adopted by the PCEF Committee.
- 3) **Family Wage Standards** - All workers who perform work on projects funded by PCEF must be paid a minimum of 180% the relevant state minimum wage for time worked as defined by the Oregon Bureau of Labor & Industries ("BOLI"). As of July 1, 2024 the rate is \$28.71 per hour.

### 3.2 Required Licenses

Bidders must meet the following licensing requirements:

1. **State Landscape Contracting Business License** – Required at the time of bid submission and must remain valid throughout the contract term
2. **State Landscape Construction Professional License** – At least one project team member must hold a valid license. Proof of licensure must be submitted with the bid.

Bids that do not include the required licensing documentation will be deemed non-responsive. The awarded contractor must maintain compliance with all licensing requirements for the duration of the contract.

### 3.3 References

1. Bidder should include references from three (3) clients for which the Bidder worked on projects of similar scope and complexity, within the past five (5) years. Please include:
  - a. Contact name
  - b. Contract title
  - c. Address
  - d. Phone number
  - e. Email address
  - f. Location/jurisdiction
  - g. Summary of the project
  - h. Project start and end dates

- i. Project contract value (initial and current ending value)
2. Reference Checks may be conducted by the City at any point during evaluation process. The City will make a reasonable attempt to contact each reference three (3) times. If after three (3) attempts the reference does not respond, the reference shall not be evaluated, and the Bidder shall only be evaluated on their remaining references.
3. If the Bidder provides more than the requested number of references, references beyond the requested number of references provided may not be contacted, evaluated or considered.

#### 4. Right to Check Other References

The City reserves the right to contact any additional references it deems appropriate or in its best interests when evaluating the bid. The City may conduct other reference checks with persons whose names have not been provided by the Bidder, but of whom the City has knowledge.

#### 5. Reference Uses, Responsibility Determination

The City may use references to obtain additional information, determine Bidder Responsibility break ties, or verify any information needed. Any References which indicate a failure to provide complete and accurate information in a bid may lead to rejection for lack of Responsibility.

### **3.4 Product/Service Delivery:**

Bid shall identify delivery date in days after receipt of order.

### **3.5 Intergovernmental Co-Operative Purchasing**

The Bidder awarded the contract agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated herein reflect the City of Portland usage only. Purchases from other agencies do not affect the Contractor's obligation to the City of Portland. Other agencies will execute their own Contracts with the Bidder. The successful Contractor shall provide quarterly usage reporting of the City of Portland and that of other public agencies. Any Bidder, by written notification included with their bid, may decline to extend the prices and terms of this bid to any and/or all other public agencies.

### **3.6 Additional Purchases**

The City reserves the right to purchase additional equipment [or materials] beyond the quantities stated in the bid documents at the same prices submitted by the Bidder. Such additional purchases are not guaranteed and will be made at the City's sole discretion.

### **3.7 Preparation of Bids**

#### **3.7.1 Pre-Bid Meeting**

Attendance at a pre-bid meeting is **mandatory** for all prospective bidders. The City of Portland will offer multiple info sessions. Bidders are required to attend at least one of these sessions to be eligible to submit a bid. **Please refer to Page 1 for complete details** on the date, time, and location of each session.

In addition to the pre-bid meeting, the City will also offer an optional field visit. While attendance at the field visit is not required, bidders are encouraged to participate to gain a better understanding of the project scope.

**Failure to attend a pre-bid meeting will prevent a potential Bidder from Bidding in response to this ITBs. Bids received from Bidders who did not attend a pre-bid meeting shall be rejected.**

The City of Portland will make reasonable accommodation for people with disabilities. Please notify us no less than five (5) business days prior to the event by phone at 503-341-0310 the City's TTY at 503-823-6868, or the Oregon Relay Service at 1-800-735-2900.

### 3.7.2 Minimum Requirements

The Bidder shall identify whether it is meeting the specifications of the Invitation to Bid. If meeting or exceeding the specifications the Bidder shall check the compliance "Yes" box next to the specification. If offering something equal but different than what the specification requires, the Bidder shall check the compliance "No" box next to the specification, stating clearly what is being offered in its place and providing all information necessary for the City to properly evaluate the item being bid to show the item is equal to that specified. Where additional space is required, the Bidder shall attach supplemental pages referencing the subject paragraph. Where brochures or line drawings are available, they should also be attached. The City reserves the right to determine, in its own discretion, whether a proposed variance meets the needs of the City.

**Bidders are required to fill out the table below and submit it along with their bid. Failure to meet this minimum requirement may be cause for Bid rejection. For convenience, this table has also been included as Attachment 5 to facilitate submission.**

#### Select Your Bid Group:

Bid Group A "Small" ( )  
Bid Group B "Medium" ( )  
Bid Group C "Large" ( )

Requirement	Yes	No	If No, Please Explain
<b>Years of Experience Procuring, Transporting, Planting and Establishing Trees</b>			
Bid Group A: At least two years	( )	( )	
Bid Group B: At least three years	( )	( )	
Bid Group C: At least five years	( )	( )	
<b>Years of Managing Landscaping Projects</b>			
At least one year	( )	( )	
<b>Years of Experience Reporting to Clients, Managing Data, and Invoicing</b>			
Bid Group A: At least one year	( )	( )	
Bid Group B: At least three years	( )	( )	
Bid Group C: At least five years	( )	( )	

<b>Administrative Capacity</b>			
Bid Group A: At least one project team member available for the contract	( )	( )	
Bid Group B & C: At least two project team members available for the contract	( )	( )	
<b>Subcontracting</b>			
Bid Group A & B: Not required			
Bid Group C: If prime Contractor is not COBID certified, must subcontract 10% with a COBID or Portland Equity firm	( )	( )	
<b>Licenses</b>			
<b>State Landscape Contracting Business License</b>	( )	( )	
<b>State Landscape Construction Professional Licenses</b> (At least one project team member)	( )	( )	
<b>Technology</b>			
At least one cell phone per field crew & one computer with internet access in office	( )	( )	
<b>Purchasing Capacity</b>			
Ability to purchase trees, mulch, and other supplies as required	( )	( )	
<b>Tree Planting Capacity (Nov 1 - Mar 31)</b>			
Bid Group A: At least 100 trees (1.5" - 3.0" caliper)	( )	( )	
Bid Group B: At least 300 trees (1.5" – 3.0" caliper)	( )	( )	
Bid Group C: At least 500 trees (1.5" – 3.0" caliper)	( )	( )	
<b>Daily Tree Planting Capacity</b>			
Bid Group A: At least five trees	( )	( )	
Bid Group B & C: At least eight trees	( )	( )	
<b>Tree Planting Crew(s)</b>			
At least two staff per crew	( )	( )	
<b>Tree Establishment Capacity (May 1 - Oct 15, for three years)</b>			
Bid Group A: At least 100 trees	( )	( )	
Bid Group B: At least 300 trees	( )	( )	
Bid Group C: At least 500 trees	( )	( )	
<b>Planting &amp; Establishment Tools and Materials</b>			
Must have required tools and materials per contract specs	( )	( )	
<b>Vehicle(s) with Watering Tanks</b>			
Bid Group A: At least one truck (500+ gallon) or two trucks (350+ gallon) used two days per week	( )	( )	
Bid Group B: At least one truck (750+ gallon) or two trucks (350+ gallon) used five days per week	( )	( )	
Bid Group C: At least two trucks (500+ gallon) or three trucks (350+ gallon) used five days per week	( )	( )	
<b>Water Source for Watering Tanks</b>			
Ability to source water from own facility or City permit program	( )	( )	
<b>Vehicle(s) to Haul Debris</b>			

At least one truck and/or trailer	( )	( )	
<b>Vehicle(s) to Reapply Mulch</b>			
At least one truck and/or trailer	( )	( )	
<b>Establishment Crew(s)</b>			
Bid Group A: At least one crew	( )	( )	
Bid Group B & C: At least two crews	( )	( )	
<b>Facility to Store Trees Prior to Planting</b>			
Required	( )	( )	

### 3.7.3 Intent Of Specifications

The intent of these specifications is to provide the City with high-quality **tree planting and establishment services**. Bidders shall include all costs for labor, equipment, and materials necessary to ensure that tree planting and establishment are carried out effectively, meet quality standards, and are completed on time, even if certain components are not explicitly detailed in these specifications.

If it appears the City omitted an important component of any item identified in this bid, the Bidder shall bring that matter to the attention of the City during the period of time available for requesting clarification [as indicated in Section II, INSTRUCTIONS TO BIDDERS]. The specifications in this ITB will be part of the Contract between the City and the successful Bidder(s).

### 3.7.4 Silence Of Specification

The silence or omission of the specifications as to any detail means that only the best commercial practices are to prevail in this ITB and resulting Contract; only materials and workmanship of first quality are to be used.

### 3.7.5 Taxes

Taxes, whether State or Federal, shall not be included in the bid prices. A tax exemption certificate will be provided by the City on request.

## 3.8 Submission of Bids

### 3.8.1 Bid Submittal

By submitting a bid, the Bidder agrees to furnish any and all equipment, supplies and/or services required by the ITB, at the prices quoted, pursuant to all requirements and specifications as contained therein.

If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City will prevail. All bids must be on the form furnished by the City, or it may be rejected.

by the City. The omission of such items as delivery dates, or any other required information may cause the offer to be considered non-responsive.

### **3.8.2 Bid Prices**

The Bid price includes the cost to obtain all permits and licenses that may be required to perform the services required for the Contract. Submit unit or hourly prices if requested. All prices quoted shall include all packing, handling, shipping charges, and the warranty provisions and requirements as listed in these specifications, FOB delivered and unloaded at the designated location(s). If assembly is required, offered prices shall include all costs associated with delivery, assembly, set-up and proper disposal of packaging materials. The offer price shall be exclusive of any sales, purchaser, or consumer tax.

The prices submitted shall be firm during the Contract period

Bid prices shall remain valid for sixty (60) calendar days from bid opening unless otherwise indicated within the ITB. If the bid is accepted, prices shall remain firm for the specified Contract period.

### **3.8.3 Bid Bond**

A bid bond is not required.

### **3.8.4 Execution Of Contract**

The Bidder to whom award is made shall execute and return the Contract in the required number of copies, and shall furnish all required bonds (if any) and insurance certificates satisfactory to the city within twenty (20) days after the Bidder receives the Contract.

### **3.8.5 Failure To Execute Contract**

Failure on the part of the Bidder to whom the Contract is awarded to execute the Contract and deliver the Contract, all required bonds (if any) and insurance certificates within the time required permits the City to cancel the award of the Contract and charge Bidder for the difference in price between its bid and that of the next lowest responsible bidder.

**SECTION 4 STANDARD TERMS AND CONDITIONS FOR CITY OF PORTLAND PRICE AGREEMENTS**

*Please see Exhibit A included as a separate attachment*

**SECTION 5 ATTACHMENTS**

1. REPRESENTATIONS, CERTIFICATIONS
2. BID SCHEDULE
3. NON-COLLUSION AFFIDAVIT
4. BUY OREGON PREFERENCE CERTIFICATION
5. MINIMUM REQUIREMENTS CHECKLIST

**VI. EXHIBITS AND APPENDICES**

- A. STANDARD GOODS AND SERVICES SAMPLE PRICE AGREEMENT
- B. TECHNICAL SPECIFICATIONS AND REQUIRED SERVICES
- C. ELECTRONIC SUBMITTAL INSTRUCTIONS

**ATTACHMENT 1**  
**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**  
[This form must be submitted with bid]

OFFER DATE	
OFFEROR NAME	
OFFEROR DOING BUSINESS AS	
OFFEROR ADDRESS	

AUTHORIZED REPRESENTATIVE NAME	
AUTHORIZED REPRESENTATIVE TITLE	
AUTHORIZED REPRESENTATIVE PHONE	
AUTHORIZED REPRESENTATIVE EMAIL	
AUTHORIZED REPRESENTATIVE MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE SIGNATURE	

NAME OF LOCAL REPRESENTATIVE	
LOCAL REPRESENTATIVE PHONE	
LOCAL REPRESENTATIVE EMAIL	

STATE LANDSCAPE CONTRACTING BUSINESS LICENSE #	
STATE LANDSCAPE CONSTRUCTION PROF. LICENSE #, WITH TEAM MEMBER NAME	
CITY OF PORTLAND BUSINESS LICENSE TAX ACCOUNT #	
STATE OF OREGON REGISTRY NUMBER	
FEDERAL TAXPAYER IDENTIFICATION NUMBER (EIN)	
TYPE OF ORGANIZATION	<input type="checkbox"/> Sole proprietorship; <input type="checkbox"/> Partnership; <input type="checkbox"/> Corporate entity (not tax-exempt); <input type="checkbox"/> Corporate entity (tax-exempt); <input type="checkbox"/> Government entity (Federal, State, or local); <input type="checkbox"/> Other:
COMMON PARENT	<input type="checkbox"/> Offeror is not owned or controlled by a common parent: <input type="checkbox"/> Name and TIN of common parent: Name: TIN:
RESIDENT BIDDER <i>All Offerors must state whether or not they are an Oregon resident Bidder as defined in ORS 279A.120, a resident Offeror is one who has paid unemployment taxes or income taxes in the State during the twelve (12) calendar</i>	<input type="checkbox"/> Offeror is a Resident Bidder <input type="checkbox"/> Offeror is not a Resident Bidder State of Residence:

<i>months immediately preceding bid submission, has a business address in Oregon, and has stated in their bid to be a resident bidder.</i>	
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**ATTACHMENT 2**  
**PRICE SCHEDULE**  
**FOR**  
**CITY OF PORTLAND SOLICITATION NO. 00002519**  
[This form must be submitted with bid]

**Please review all technical specifications in Exhibit B before completing**

The Offeror represents and certifies as part of the following bid:

The undersigned having full knowledge of the specifications for the item(s) listed herein offers and agrees that this bid shall remain irrevocable for at least sixty (60) calendar days after the bid opening date and time. If accepted the Offeror shall furnish any and/or all items(s) at the prices offered, along with all required documents, licenses, certifications, guarantees, titles and warranties. Delivery shall be made to the designated location(s) within the timeframe specified in the schedule.

**Submission Requirement:**

**Timely submission of this form is mandatory. It must be completed and submitted to BuySpeed.**

**Failure to submit all required attachments will result in automatic disqualification from the solicitation. No exceptions will be made.**

**Instructions:**

- 1) Respondent must identify if this pricing schedule is to be considered for standard projects or Portland Clean Energy Fund (PCEF) funded projects. Bidder may elect to be considered for one or both. To be considered for both submit two separate pricing schedules.

**Select all that apply:**

- This pricing schedule is to be considered for standard projects.**
- This pricing schedule is to be considered for PCEF funded projects.** Bidder understands PCEF funded projects have specific requirements which include a minimum wage standard and required workforce demographic reporting. As of 7/1/24 the minimum wage standard is \$28.71/hourly paid to all workers while conducting work on PCEF-funded projects.

- 2) Only provide pricing for quantities within your organization's capacity based on your Contract Bid Group. For example, if your organization determines they are a part of Contract Bid Group A you should submit a price for 100 – 299 trees and leave the unit price blank for quantities exceeding that quantity.

<b>Bidder Name</b>	
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### **SECTION 1: PROCUREMENT SERVICES**

Procure tree stock of specified species, size, quality, and quantity as specified in the Price Agreement.

Notes:

1. Specified trees will generally be available in the Oregon nursery trade.
2. DO NOT include tree material cost in bid numbers.
3. Price is per tree. Bid Group A will be assigned at least 100 trees, Bid Group B will be assigned at least 300 trees, and Bid Group C will be assigned at least 500 trees.

<b>ITEM#</b>	<b>ITEM DESCRIPTION</b>	<b>Unit Price</b>
1	Procure trees per specifications	\$

### **SECTION 2: DELIVERY AND INSTALLATION**

Deliver trees to project site as specified in Price Agreement and Task Order; pricing includes all transportation costs. Install trees as specified in Price Agreement.

Notes:

1. Whenever possible, the City will batch planting sites together to reduce transportation time and costs.
2. Price is per tree. Bid Group A will be assigned at least 100 trees, Bid Group B will be assigned at least 300 trees, and Bid Group C will be assigned at least 500 trees.

<b>ITEM#</b>	<b>ITEM DESCRIPTION</b>	<b>Unit Price</b>
<b>1.25"-1.5" caliper containerized or B&amp;B broadleaf trees OR 4'-6' conifers</b>		
2	Deliver and install trees per specifications	\$
<b>1.75"-2" caliper containerized or B&amp;B broadleaf trees OR 7' or taller conifers</b>		
3	Deliver and install trees per specifications	\$
<b>2.25"-2.5" caliper containerized or B&amp;B broadleaf trees</b>		
4	Deliver and install trees per specifications	\$
<b>2.75"-3.0" caliper containerized or B&amp;B broadleaf trees</b>		
5	Deliver and install trees per specifications	\$

### **SECTION 3: ESTABLISHMENT SERVICES**

Establish trees for three (3) growing seasons per specifications.

Notes:

1. Trees will typically be located at multiple project sites, corresponding to installation projects.
2. Price is per tree. Bid Group A will be assigned at least 100 trees, Bid Group B will be assigned at least 300 trees, and Bid Group C will be assigned at least 500 trees.
3. Bidder shall fulfill the requirements of the establishment specifications, including watering, hand weeding, and maintaining mulch, stakes, and arbor tie through the three years of establishment.
4. Price is the total for the specified establishment period (3 years).

5. Not all planting projects will receive establishment services.
6. Some planting projects may be planted by another party and the Bidder may only provide establishment services.
7. Invoicing shall be billed by number of visits (e.g., watering events) per tree. Year 1 of establishment requires 24 visits per tree. Year 2 of establishment requires 24 visits per tree. Year 3 of establishment requires 12 visits per tree.

ITEM#	ITEM DESCRIPTION	Unit Price
<b>Three (3) Years Establishment Period</b>		
6	Establish per specifications	\$

#### **SECTION 4: MULCH REFRESH**

Mulch shall be refreshed at least four times. The following refresh schedule must be followed:

1. Year 1 Establishment: at least one refresh by October 15.
2. Year 2 Establishment: at least one refresh by June 1.
3. Year 3 Establishment: at least two refreshes, one by June 1 and a final mulch refresh by October 15.

Notes:

1. Bidder is required to refresh mulch as part of establishment services.
2. Bidder shall hand weed sites and break up mulch rings before applying a new layer of mulch.
3. Bidder shall supply mulch and labor per the specifications.
4. Quantity is the number of trees receiving establishment services per Task Order (not during the entire Price Agreement).
5. Price is the total for all four (4) required mulch refreshes per tree. Bid Group A will be assigned at least 100 trees, Bid Group B will be assigned at least 300 trees, and Bid Group C will be assigned at least 500 trees.

ITEM#	ITEM DESCRIPTION	Unit Price
<b>Refresh mulch four (4) times per tree</b>		
7	Mulch refresh per specifications	\$

#### **SECTION 5: ROOT BARRIERS AND LABOR RATE**

Notes:

1. Install root barriers according to specifications. Root barrier material cost shall be included in this unit price. Root barriers are generally only installed in right-of-way planting sites less than 4 feet wide and therefore, due to proximity, root barrier excavation will be an extension of the tree planting hole.
2. The hourly rates for general project work are as follows, in the event that the City requests additional related tasks that do not fall within tree planting and establishment services as described in the Price Agreement. Trainings are to be paid per person per hour at the laborer or foreman rate. Required for all Bid Groups.

ITEM#	ITEM DESCRIPTION	Unit Price

8	Install root barriers per specs (each)	\$
9	Laborer - general project work (rate per hour)	\$
10	Foreman - general project work (rate per hour)	\$

X\_\_\_\_\_

Signature of Authorization for the above price and delivery as specified.

*An Offeror submitting a bid certifies that no officer, agent or employee of the City who has a pecuniary interest in this bid has participated in preparation of the bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same call for bids, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.*

**ATTACHMENT 3**  
**NON-COLLUSION AFFIDAVIT**  
**FOR**  
**CITY OF PORTLAND SOLICITATION NO. 00000###**  
[This form notarized and submitted with bid]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, state that I am \_\_\_\_\_  
(Printed Name) \_\_\_\_\_ (Position/Title)  
of \_\_\_\_\_ and that I am authorized to execute this affidavit  
(Name of Firm)

on behalf of this firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, offeror, or potential offeror, except as disclosed.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is an offeror or potential offeror, and the price(s), will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. (Name of Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described.

I state that (Name of Firm) \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by THE CITY OF PORTLAND, OREGON in awarding the Contract(s) for which this bid is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from THE CITY OF PORTLAND, OREGON of the true facts relating to the submission of bids for this Contract.

Signature \_\_\_\_\_

Subscribed and sworn to before me  
on this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_  
x \_\_\_\_\_

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

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<sup>i</sup> For subcontracting: If the subcontractor will be assigned tasks that do not require a State Landscape Contracting Business License (e.g., watering trees), then the subcontractor does not need to hold the license.

<sup>ii</sup> City of Portland fire hydrant permit webpage: <https://www.portland.gov/water/about-hydrant-permits>

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**ATTACHMENT 4**

**BUY OREGON PREFERENCE CERTIFICATION**

(BIDDER MUST COMPLETE AND RETURN WITH BID)

ORS 279A.128 states a Contracting Agency (City of Portland) may provide, in a Solicitation Document for Services or Personal Services, where the offeror resides in or is headquartered in Oregon, If all services are to be performed in Oregon. This ITB requests that all Services be performed in Oregon, so the additional preference for resident and headquartered bidders will be utilized for this ITB's preference.

Bidders which wish to apply to receive a 5% preference put towards the prices bid in response to this ITB must certify below that they are a Resident Bidder/Offeror or are Headquartered in Oregon

A "Resident Bidder/Offeror" is defined as: "an Bidder that has paid unemployment taxes or income taxes in this State during the 12 calendar months immediately preceding submission of the Offer, has a business address in this State, and has stated in the Offer whether the Bidder is a 'resident Bidder."

"Headquartered" means the administrative center of an enterprise.

Complete the information below to qualify for a **5%** preference\*.

1. If applicable, Check one: Offeror is a [  ] Resident Offeror [  ] Headquartered in Oregon.
2. Enter your Oregon business address or headquarter address:  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**Inaccurate representations made on this certification form may be cause for a Bidder to be rejected as non-responsible.**

**\*This percentage shall be deducted from the total price submitted by the Bidder. Any reductions shall be for evaluation purposes only and shall not be reflected in the pricing incorporated into the awarded contract.**

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**ATTACHMENT 5**  
**MINIMUM REQUIREMENTS CHECKLIST**

**Bidders are required to fill out the table below and submit it along with their bid. Failure to meet this minimum requirement may be cause for Bid rejection.**

**Select Your Bid Group:**

Bid Group A "Small" ( )  
 Bid Group B "Medium" ( )  
 Bid Group C "Large" ( )

Requirement	Yes	No	If No, Please Explain
<b>Years of Experience Procuring, Transporting, Planting and Establishing Trees</b>			
Bid Group A: At least two years			
Bid Group B: At least three years			
Bid Group C: At least five years			
<b>Years of Managing Landscaping Projects</b>			
At least one year			
<b>Years of Experience Reporting to Clients, Managing Data, and Invoicing</b>			
Bid Group A: At least one year			
Bid Group B: At least three years			
Bid Group C: At least five years			
<b>Administrative Capacity</b>			
Bid Group A: At least one project team member available for the contract			
Bid Group B & C: At least two project team members available for the contract			
<b>Subcontracting</b>			
Bid Group A & B: Not required			
Bid Group C: If prime Contractor is not COBID certified, must subcontract 10% with a COBID or Portland Equity firm			
<b>Licenses</b>			
<b>State Landscape Contracting Business License</b>			
<b>State Landscape Construction Professional Licenses</b> (At least one project team member)			
<b>Technology</b>			
At least one cell phone per field crew & one computer with internet access in office			
<b>Purchasing Capacity</b>			
Ability to purchase trees, mulch, and other supplies as required			
<b>Tree Planting Capacity (Nov 1 - Mar 31)</b>			

Bid Group A: At least 100 trees (1.5" - 3.0" caliper)		
Bid Group B: At least 300 trees (1.5" – 3.0" caliper)		
Bid Group C: At least 500 trees (1.5" – 3.0" caliper)		
<b>Daily Tree Planting Capacity</b>		
Bid Group A: At least five trees		
Bid Group B & C: At least eight trees		
<b>Tree Planting Crew(s)</b>		
At least two staff per crew		
<b>Tree Establishment Capacity (May 1 - Oct 15, for three years)</b>		
Bid Group A: At least 100 trees		
Bid Group B: At least 300 trees		
Bid Group C: At least 500 trees		
<b>Planting &amp; Establishment Tools and Materials</b>		
Must have required tools and materials per contract specs		
<b>Vehicle(s) with Watering Tanks</b>		
Bid Group A: At least one truck (500+ gallon) or two trucks (350+ gallon) used two days per week		
Bid Group B: At least one truck (750+ gallon) or two trucks (350+ gallon) used five days per week		
Bid Group C: At least two trucks (500+ gallon) or three trucks (350+ gallon) used five days per week		
<b>Water Source for Watering Tanks</b>		
Ability to source water from own facility or City permit program		
<b>Vehicle(s) to Haul Debris</b>		
At least one truck and/or trailer		
<b>Vehicle(s) to Reapply Mulch</b>		
At least one truck and/or trailer		
<b>Establishment Crew(s)</b>		
Bid Group A: At least one crew		
Bid Group B & C: At least two crews		
<b>Facility to Store Trees Prior to Planting</b>		
Required		