

**City of Portland RFP 111928 – Bareroot Native Plant Supply
Sustainable Procurement Specifications Excerpt
September 13, 2010**



Please see attached solicitation excerpt.

PART I PROPOSAL REQUIREMENTS

SECTION A GENERAL INFORMATION

1. BACKGROUND: The City of Portland's Bureau of Environmental Services seeks to procure quality native trees and shrubs from experienced growers that are using sustainable farm practices. The City will achieve this goal through contracting with nurseries that show innovation in using farming practices that reduce the runoff into streams, reduce water use, and apply integrated pest management that require low levels of chemical inputs and minimize costs.

2. SCOPE OF WORK: The City of Portland, Bureau of Environmental Services is seeking proposals from qualified firms or contractors with demonstrated experience in the grow-out of native trees and shrubs that use sustainable farming practices. Seed procurement of certain species will be included on an as-needed basis.

The Contractor shall provide labor, equipment, and materials to facilitate the grow-out of bareroot native trees and shrubs. Seeds will be provided by the Contractor if advantageous to the City. Most species require a one year grow out and they will be harvested, sorted, root pruned, bagged, and labeled after one full growing season. Contractor(s) will package and deliver all plants. Plants require delivery to the City of Portland. Sustainable farming practices are encouraged. First sowing will occur in the fall of 2010 and all species must be available in January, 2012.

Up to three (3) contractors may be chosen to fulfill the requirements of this proposal. Each successful contractor will be awarded a minimum five (5) species and individual species will not be awarded separately for seed collection and grow-out.

The successful contractor(s) will be expected to enter into a not-to-exceed Services Contract with the City (reference Exhibit A).

3. PROPOSAL INVITATION: This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. This Request for Proposal (RFP) is for the City of Portland's Bureau of Environmental Services' Watershed Revegetation Program in accordance with the requirements and provisions herein.

4. CITY GOALS AND DIRECTION: Based upon the above Scope of Work, the City anticipates a positive outcome from this proposal and expects the successful Offeror(s), with the direction from the City, achieve the following goals:

- Provide high quality native bareroot plant material.
- Encourage sustainable farming practices
- Reduce runoff
- Apply integrated pest management requiring low levels of chemical applications

SECTION B WORK REQUIREMENTS

1.0 GENERAL REQUIREMENTS

1.1. NURSERY REQUIREMENTS: Nurseries must be located in the Willamette Valley or Puget Trough below 1000 feet in elevation and within 100 miles of Portland. It must be in operation for at least three (3) years and have experience growing native plants.

1.2 NURSERY OPERATIONS AND RECORD KEEPING: The Contractor(s) must keep records of all treatments to the fields during the growing season. These treatments might include sowing, transplanting,

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undercutting, weeding, mulching, spraying, and fertilizing. The Contractor(s) must label the City's plants by species and stock type in the field and provide a detailed map of the species. Plants must be protected from deer and rodent browse.

1.3 PLANT QUANTITIES: Quantities of items may change for each year. Quantities listed on the proposal are based on a one (1) year estimate.

Payment shall be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts. Quantities for seed collection will be outlined in May 15th of each year, and sowing quantities outlined by September 15th of each year will be the following years preferred quantities. (For example, seed to be collected by the contractor in 2012 for plants to be harvested for January, 2014.) If quantities are below preferred quantities, Contractor(s) must acquire the deficient number so final plant numbers reflect the preferred quantities. Plants not grown and harvested by Contractor(s) must meet all requirements in this proposal including seed source and size requirements and be accepted by the City. Quantities of all species awarded to Contractor(s) must be available in January, 2012, including two (2) year old plants. If the final quantity meeting specifications (or packed-out quantity) for the item is over the stated desired quantity, the City maintains the first option to purchase the additional plants.

2. WORK PERFORMED BY THE CITY: Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the contractor and provide such information as required. The Bureau of Environmental Services has assigned a project manager who will oversee the work, inspect crops and final plant material, and provide support as needed.

Bureau staff will provide selected contractor with seed where deemed necessary and will provide cutting material for all species. By May 15th, the City will provide to the Contractor(s) what their estimated seed collection obligation shall be for that year. By September 15th of each year, the City will furnish to the Contractor(s) a list of species and quantities to grow for that year. This will include quantities of fall sown species, spring sown species, and cuttings planted in the early summer. These quantities will serve as the stated desired quantity for that purchase year.

3. DELIVERABLES AND SCHEDULE: Deliverables shall be considered those tangible resulting work products which are to be delivered to the Bureau of ___* such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Deliverables and schedule for this project shall include:

- a. Spring Inventory and map of fields. To be delivered by May 15 of each year.
- b. Seeds collected for each species. Collected each year when fruits are ripe.
- c. Labeled, bagged and delivered bareroot plants by January 15th of each year.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

4. PERIOD OF PERFORMANCE: The initial contract period will be for three (3) years with the option to renew for an additional two (2) years for a total contractual period of not more than five (5) years. The optional renewal periods may be awarded in one or multiple years.

5.0 INSURANCE – PROOF OF COVERAGE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

5.1 COMMERCIAL GENERAL LIABILITY INSURANCE – PUBLIC LIABILITY AND PROPERTY DAMAGE: The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor's work under this Contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each,

but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

5.2 AUTOMOBILE LIABILITY: Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

5.3 WORKERS' COMPENSATION: Prior to the performance of any work under a Contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

5.4 ADDITIONAL INSURED: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the City of Portland and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance

5.5 NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City Auditor. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

5.6 CERTIFICATE(S) OF INSURANCE: As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City of Portland prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles

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| SECTION C ATTACHMENTS |
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- 1. ATTACHMENT A - SAMPLE SERVICES CONTRACT:** The sample services contract, shown as Exhibit A is the City's standard contract for these services and will be used as a result of this selection process. Any deviations from this contract shall be clearly identified in the proposal.
- 2. ATTACHMENT B – SPECIES DESCRIPTION AND SCHEDULE**
- 3. ATTACHMENT C – COSTING FOR SEED AND GROWOUT**

PART II PROPOSAL DEVELOPMENT

SECTION A PROPOSAL PREPARATION

1. PRE-PROPOSAL MEETING: There will be a pre-proposal meeting scheduled for this project on September 20, 2010 at 11:00 a.m. at 1120 SW 5th Avenue, Portland, Oregon, 7th Floor, Columbia River Room.

This is a non-mandatory meeting therefore; proposal submission will not be contingent upon attendance at this meeting.

The City of Portland will make reasonable accommodation for people with disabilities. Please notify us no less than three (3) business days prior to the event by phone at 503-823-2299, by the City's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.

2. INVESTIGATION: The Offeror shall make all investigations necessary to inform itself regarding the work or services to be furnished

3 QUESTIONS OR CLARIFICATIONS: It shall be the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, Procurement Services if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the proposer receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, respondents are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.

Denice Henshaw, CPPB
Procurement Services
1120 SW Fifth Avenue, Room 750
Portland, Oregon 97204
denice.henshaw@portlandoregon.gov

Phone: (503) 823-2299
Fax: (503) 865-3403

If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the respondents, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, shall be binding upon the respondent. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract.

4. CONTRACT REVIEW: The Services Contract as attached hereto contains the terms and conditions that will govern this Contract between the City of Portland and the successful proposer. The City of Portland is not inclined to negotiate any portion of this contract, however, if a proposer believes any of the terms and conditions contained in the City's contract are unnecessarily restrictive, limit competition, or would like to request that specific terms and conditions contained in the contract document be considered for negotiation, they shall submit a written request for negotiation to the City at least seven (7) working days prior to the proposal due date as indicated above.

The request shall identify the specific provision the proposer would like to negotiate, an explanation of why the proposer believes the provision should be a negotiable provision, and the suggested revised language. Requests

that are not submitted in this format may not be considered. **Requests that state the entire contract be negotiated will not be considered.** If the City decides that a contract term can be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of its standard contract terms.

THIS WILL BE THE OFFEROR'S ONLY OPPORTUNITY TO TAKE EXCEPTION TO ANY OF THE TERMS AND CONDITIONS CONTAINED WITHIN THE CONTRACT AND TO REQUEST THE NEGOTIATION OF PROVISIONS CONTAINED IN THE CONTRACT. **ANY PROPOSAL WHICH TAKES EXCEPTION TO TERMS AND CONDITIONS OF THE SAMPLE CONTRACT THAT HAVE NOT BE IDENTIFIED BY ADDENDUM AS SUBJECT TO NEGOTIATION OR WHICH MAKES THE PROPOSAL CONTINGENT UPON ACCEPTANCE OR NEGOTIATION OF OTHER TERMS AND CONDITIONS SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL SHALL BE REJECTED.**

5. ORAL INSTRUCTIONS: Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective respondents shall not bind the City. Any changes or revisions to the specifications shall only be binding if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

6. COST OF RESPONDING: This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

7. PERMITS AND LICENSES: The successful respondent shall include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the contract.

8. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING: The respondent agrees to extend identical prices and services under the same terms and conditions to all public agencies. Requirements stated herein reflect the City of Portland usage only.

A public agency wishing to utilize like services will execute its own contract with the awarded contractor for its requirements. The successful contractor shall provide quarterly usage reporting of the City of Portland as well as that of other public agencies to the City of Portland, Procurement Services. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

9. CHANGES TO THIS RFP: The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

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| SECTION B | PROPOSAL SUBMISSION |
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1. PROPOSALS DUE: By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Sealed proposals must be received in this office no later than the date shown on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the proposer. Responses received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

2. PROPOSAL: Proposals must be clear, succinct and not exceed ten (10) pages, excluding Attachment materials. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures,

etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. PROPOSAL SUBMISSION: Security and confidentiality of the transmitted data: For purposes of this proposal submission, one (1) complete original printed copy of the proposal shall be submitted along with six (6) copies. The entire proposal shall be received at the place and on or before the time and date specified on the first page of the proposal document.

4. CONFLICT OF INTEREST: A respondent submitting a proposals thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP, has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent of the same request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

5. PROPOSAL ORGANIZATION: The respondents must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats, or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

5.a. COVER LETTER: By submitting a response, the proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the proposal).

The Cover Letter must state the name of the person(s) authorized to represent the offeror in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

5.b. NURSERY OPERATIONS AND EXPERIENCE: The main purpose of this section is to ensure the contractor's proposal addresses the areas of interest identified within the SCOPE OF WORK (Part I, A2) and provides for evaluation based upon the information included herein.

It is therefore important that the Offeror provide information regarding the following:

- Company's experience growing native bareroot plants including species in this proposal.
- Methods of production and quality of plants produced

Description of nursery that includes:

- Nursery operations including acreage, types of plants grown, and location.
- Machinery used for different nursery practices.
- Unique qualifications that set them apart from others.

5.c. SUSTAINABILITY PRACTICES: The contractor's use of sustainable business and land practices are important to the City. The City council approved the Sustainable Procurement Policy in 2008 that guides the City to purchase less polluting products from less polluting companies. We encourage contractors to explain sustainable practices that will be in use. These could include: field preparation that uses less toxic fumigants or conservation tilling, fertilization using sustainable organic materials, weeding by hand and using less toxic herbicides and surfactants, low emission irrigation, having runoff treatment swales, retaining native hedgerows or forest on the property, recycling waste and others. Please mention any certifications your nursery has such as organic or Salmon Safe. It is important that the offeror describe practices that improve the overall quality of

water, soil and air.

- 1) Describe how the company uses pesticides including:
 - a. Methods and/or chemicals used for fumigation or soil treatment before sowing seeds.
 - b. Methods and/or chemicals used for weed control during growing season.
 - c. Methods and/or chemicals used to treat outbreaks of pests including rodents, deer, fungus, or weeds.
- 2) Describe type and use of fertilizer.
- 3) Land conservation measures taken to improve soil, water and air quality including:
 - a. Methods of treating runoff from fields
 - b. Measures to control soil erosion.
 - c. Measures taken to reduce water usage.
 - d. Vegetated buffers, hedgerows, or native forestland for conservation use.
- 4) Any other office, building, or farm practices that help reduce waste, energy use or water use.
- 5) Any certifications or awards pertaining to sustainable practices such as SalmonSafe or Organic.
 - a. Provide a description of the certification or award criteria and/or a website address where the certification/award criteria are posted.
 - b. Submit a copy of your company's current/valid certification or award and/or a website address where your certification or award is posted.

5.d. PROPOSED COST: The prices submitted shall be firm throughout the first initial contract period. Each item will be bid for each "purchase year". The "purchase year" is for plants furnished to the City during that harvest year (January-March). The City reserves the right to cancel the contract per item if the price is not advantageous to the City. During the contract extension period(s), prices must be mutually agreed upon. Prices may be increased at a rate not to exceed the CPI (Consumer Price Index) on a yearly basis starting in 2012, if deemed necessary.

The proposal shall include the Proposer's true fixed-price estimate for seed collection and plant growout as identified in Exhibit C. Respondents must fill out seed collection cost per plant and growout cost per plant for each item they propose to grow. Respondent opts out of supply of each item where costs are not submitted.

5.e DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS: The City values diversity in its workforce and in the workforce of those who contract with the City and has a significant interest in extending contracting opportunities to Minority, Women, and Emerging Small Businesses (M/W/ESB) at both a prime and subcontracting level. The City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City contracts.

The City recognizes that there are several ways to meet this goal. The list below is provided as a catalyst to generate ideas on how proposers may meet this goal:

- Internal work force, Equal Employment Opportunity, technical training and mentoring;
- Emphasize the way this project will provide developmental opportunities and sustainable business growth for certified M/W/ESB;
- Point to a long-term history of strategic alliances and partnership with M/W/ESBs that will be used to perform a commercially useful function on this project;
- Placing a particular emphasis on a project-specific partnership with M/W/ESBs;
- Carving out a meaningful scope of work based on the expertise of their M/W/ESB partner firm(s).

All proposers responding to this solicitation shall address the following factors:

- a. MBE, WBE & ESB Certification

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- b. Indicate if your firm is currently certified through the State of Oregon as an MBE, WBE or ESB. If no, what percentage of the project will be subcontracted out to M/W/ESBs?
- c. EEO & Workforce Diversity
 - Describe how your firm has historically provided opportunities for minorities and women to receive training and work within your firm.
 - Describe your existing relationships with M/W/ESB firms including a description of your supplier diversity program.
 - If your company currently has under representation of minorities or women within your current workforce, describe how over time you propose to remedy the underutilization.
 - Discuss any project-specific opportunities for technical training and/or employment of underrepresented groups you would commit to. Are there other outreach (through local schools or community-based organizations) that you consider to be viable in light of the size and scope of this project? What resources might your firm address to such needs?

The City expects thoughtful consideration to be given to which EEO/Diversity and M/W/ESB program components make sense to individual proposers on this particular project.

- a. Provide a narrative description of the company's experience in promoting participation on the part of Minority-owned, Women-owned and Emerging Small Business (M/W/ESB) enterprises as partners, consultants or suppliers on previous projects.
- b. Include a description of your firm's supplier diversity program:
 - How long has it been in existence and what were the driving factors for establishing the program?
 - What results has it had to increase your company's M/W/ESB participation?
 - Who is the individual responsible for your company's M/W/ESB initiative? Provide their experience with the M/W/ESB community.
- c. Discuss any innovative or particularly successful measures that your firm has undertaken to work with M/W/ESB firms on other projects.
- d. Include a list of those certified M/W/ESB firms with which your firm has had a contractual relationship during the last twelve (12) months.
- e. Describe your diversity solution where you, as the prime contractor, sub-contract services in a partnering relationship with a certified M/W/ESB firm:
 - How do the M/W/ESB(s) that you partner with benefit from the relationship with your firm?
 - Describe what you consider your first-tier diversity solution where you utilize a certified M/W/ESB firm as the prime contractor and your company works as an alliance partner.
 - How do you evaluate the credentials of your M/W/ESB suppliers?
 - Describe how your firm could increase the utilization of certified M/W/ESB firms in service of the City contract if you are the winning proposer?

Describe your outreach plan to M/W/ESBs for this project.

If your firm is not utilizing existing relationships as described above or is able to undertake additional outreach to improve opportunities for minority, women, and emerging small business, describe your outreach program or plan for obtaining maximum utilization of M/W/ESB firms on this project. Proposers not drawing on existing

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relationships with M/W/ESB firms should describe what outreach efforts will be pursued in order to make contracting opportunities available to M/W/ESBs.

A suggested set of possible actions is listed below but firms may propose their own plan to make subcontracting opportunities available to M/W/ESBs:

- identify probable subcontracting opportunities by type of work, potential size of subcontract, etc.,
- advertising in the *Daily Journal of Commerce, Skanner, Oregonian, Observer, El Hispanic News, Just Out, Asian Reporter*, and/or other trade publications to notify potential M/W/ESBs and other diverse groups of contracting opportunities;
- utilizing certified M/W/ESB firms from the State of Oregon certification list, or other source, as a basis for direct outreach in likely subcontracting areas.
- meeting with potential M/W/ESB subcontractors in order to encourage collaboration and partnering.
- documenting proposals received from M/W/ESB firms and identify proposal(s) accepted and reasons for rejection of such proposals, if and proposals are rejected.
- providing mentoring, technical or other business development services to M/W/ESB team members.
- initiating other efforts as might be useful for this particular project.

M/W/ESB COMPLIANCE AND REPORTING

If your company will be utilizing M/W/ESBs on this project, please list those firms and detail their role within the present solicitation. The City will enforce all EEO/Diversity and M/W/ESB commitments submitted by the successful proposer. All proposers shall identify the following:

- The name of ALL subcontractors on the project;
- The names of all MBE, WBE and ESB firms. If firms have more than one certification (ESB and MBE) note that on the form; and
- The proposed scope or category of work for each subcontract
- If the proposer will not be using any subcontractors, the proposer will indicate "NONE" with the proposal.

6. WITHDRAWAL, MODIFICATION, OR ALTERATION OF PROPOSAL: Prior to the RFP opening, changes may be made provided the change is initialed by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

7. LATE PROPOSALS: Proposals received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering bids to the Procurement Services. It is the responsibility of the proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

8. CANCELLATION: The City of Portland reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

PART III PROPOSAL EVALUATION

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| SECTION A PROPOSAL REVIEW AND SELECTION |
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1. EVALUATION CRITERIA: Each proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

| Criteria | Maximum Score |
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| a. Cover Letter | Ø |
| b. Nursery Operations and Experience | 25 |
| c. Sustainable Practices | 30 |
| d. Proposed Cost | 30 |
| e. Diversity in Employment and Contracting Requirements | <u>15</u> |
| TOTAL | 100 |

2. PROPOSAL REVIEW: A selection review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the Committee members will evaluate each proposal based upon the criteria listed above. In order to assist the evaluation committee, they may seek outside expertise, including but not limited to technical advisors. The City has the right to reject any or all proposals for good cause, in the public interest.

The Contractor shall be selected by the following process:

- a. A contractor evaluation committee will be appointed to evaluate submitted proposals.
- b. The committee will score the proposals according to the criteria, based on the information submitted.
- c. The committee will require a minimum of seven (7) working days to evaluate and rank the proposals.
- d. Negotiations will follow with the selected contractor, and if successful, the contractor and City will enter into a professional services contract for the work.

3. CLARIFYING PROPOSAL DURING EVALUATION PERIOD: During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contractor contract.

4. PROPOSALS ARE PUBLIC RECORDS: All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). If a request to inspect the proposal is made, the City will notify the proposer of the request. If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposers records.

5. 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.

6. AWARD REVIEW PROCEDURE:

REVIEW: ORS 279B.060(5)(a) provides: "Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all Proposers as part of the contracting agency's public records from

PROPOSAL NO. *

and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.”

PUBLIC REVIEW: Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Proposers shall designate information they consider exempt or conditionally exempt from disclosure by stamping the word “Confidential” on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the Evaluation Committee, subject to the City’s authority to withhold documents, as stated above.

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| SECTION B | CONTRACT AWARD |
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- 1. CONTRACTOR SELECTION:** The City will award a contract to the contractor whose proposal is considered and evaluated as being the most advantageous to the City. The contractor selection process will be carried out under Portland City Code, Chapter 5.33.
- 2. CONTRACT DEVELOPMENT:** The proposal and all responses provided by the contractor may become a part of the final contract. The form of contract shall be the City's Contract for Services.
- 3. NOTICE OF INTENT TO AWARD:** A notice of intent to award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, suppliers and/or services, the contractor must receive a properly authorized purchase order or contract.
- 4. FAILURE TO EXECUTE CONTRACT:** Failure on the part of the respondent to whom a contract is awarded to execute the contract and deliver the Contract and required documents with the required bonding and insurance certificates within twenty (20) calendar days shall be just cause for cancellation of the award and withdrawal of the Contract. Award may then be made to the next scored proposer, or the work may be re-advertised, or otherwise as the City may decide.

Attachment B

ANNUAL SUPPLY OF BARE ROOT PLANTS GROWOUT BUREAU OF ENVIRONMENTAL SERVICES Species description and schedule

| Item | Species Name | Common Name | Sowing | Stock Type | minimum height |
|------|---|-----------------------|----------------|---------------|----------------|
| 1 | <i>Abies grandis</i> | Grand Fir | fall | 2-0 | 14" |
| 2 | <i>Acer macrophyllum</i> | Bigleaf maple | fall | 1-0 | 18" |
| 3 | <i>Alnus rubra</i> | Red alder | spring | 1-0 | 18" |
| 4 | <i>Amelanchier alnifolia</i> | Serviceberry | fall | 1-0 | 18" |
| 5 | <i>Crataegus suksdorfii</i> | Black hawthorn | fall | 1-0 | 18" |
| 6 | <i>Fraxinus latifolia</i> | Oregon ash | fall | 1-0 | 18" |
| 7 | <i>Malus fusca</i> | Oregon crabapple | fall | 1-0 | 18" |
| 8 | <i>Pinus ponderosa</i> | Ponderosa Pine | fall | plug-1 or 1-1 | 14" |
| 9 | <i>Populus balsamifera ssp. trichocarpa</i> | Black cottonwood | June by hand | 1-0 | 18" |
| 10 | <i>Prunus emarginata</i> | Bitter Cherry | fall | 1-0 | 18" |
| 11 | <i>Psuedotsuga menziesii</i> | Douglas Fir | fall | plug-1 or 1-1 | 14" |
| 12 | <i>Quercus garryana</i> | Oregon Oak | fall | 2-0 | 12" |
| 13 | <i>Rhamnus purshiana</i> | Cascara | fall | 1-0 | 18" |
| 14 | <i>Thuja plicata</i> | Western Red Cedar | fall | plug-1 | 14" |
| 15 | <i>Acer circinatum</i> | Vine maple | fall | 1-0 | 18" |
| 16 | <i>Cornus sericea</i> | Red Osier Dogwood | fall | 1-0 | 18" |
| 17 | <i>Lonicera involucrata</i> | Twinberry | fall | 1-0 | 18" |
| 18 | <i>Mahonia aquifolium</i> | Tall Oregon grape | fall | 1-0 | 10" |
| 19 | <i>Oemleria cerasiformis</i> | Indian Plum | fall | 1-0 | 18" |
| 20 | <i>Physocarpus capitatus</i> | Ninebark | fall | 1-0 | 18" |
| 21 | <i>Philadelphus lewisii</i> | Mock Orange | fall | 1-0 | 18" |
| 22 | <i>Ribes sanguineum</i> | Red Flowering Currant | fall | 1-0 | 18" |
| 23 | <i>Rosa gymnocarpa</i> | Baldhip rose | fall | 1-0 | 18" |
| 24 | <i>Rosa nutkana</i> | Nootka rose | fall | 1-0 | 18" |
| 25 | <i>Rosa pisocarpa</i> | Swamp rose | fall | 1-0 | 18" |
| 26 | <i>Rubus parviflorus</i> | Thimbleberry | fall | 1-0 | 18" |
| 27 | <i>Rubus spectabilis</i> | Salmonberry | fall | 1-0 | 18" |
| 28 | <i>Sambucus cerulea</i> | Blue elderberry | fall | 1-0 | 18" |
| 29 | <i>Sambucus racemosa</i> | Red elderberry | fall | 1-0 | 18" |
| 30 | <i>Spiraea douglasii</i> | Spiraea | spring by hand | 1-0 | 18" |
| 31 | <i>Symphoricarpos albus</i> | Snowberry | fall | 1-0 | 18" |
| 32 | <i>Salix</i> Species | Native willow | summer | c-1 | 18" |
| 33 | Transplant | various | spring | various | 18" |

Attachment C
ANNUAL SUPPLY OF BARE ROOT PLANTS GROWOUT
BUREAU OF ENVIRONMENTAL SERVICES
COSTING FOR SEED AND GROWOUT

Nursery: _____

| Item | Species Name | Common Name | Stock Type | Estimated Quantity | Seed collection cost per plant | Growout cost per plant | Extended Total Cost |
|------|---|-----------------------|---------------|--------------------|--------------------------------|------------------------|---------------------|
| 1 | <i>Abies grandis</i> | Grand Fir | 2-0 | 2000 | | | \$ |
| 2 | <i>Acer macrophyllum</i> | Bigleaf maple | 1-0 | 1000 | | | \$ |
| 3 | <i>Alnus rubra</i> | Red alder | 1-0 | 1500 | | | \$ |
| 4 | <i>Amelanchier alnifolia</i> | Serviceberry | 1-0 | 1000 | | | \$ |
| 5 | <i>Crataegus suksdorfii</i> | Black hawthorn | 1-0 | 2000 | | | \$ |
| 6 | <i>Fraxinus latifolia</i> | Oregon ash | 1-0 | 4000 | | | \$ |
| 7 | <i>Malus fusca</i> | Oregon crabapple | 1-0 | 500 | | | \$ |
| 8 | <i>Pinus ponderosa</i> | Ponderosa Pine | plug-1 or 1-1 | 1000 | | | \$ |
| 9 | <i>Populus balsamifera ssp. trichocarpa</i> | Black cottonwood | 1-0 | 2000 | | | \$ |
| 10 | <i>Prunus emarginata</i> | Bitter Cherry | 1-0 | 500 | | | \$ |
| 11 | <i>Psuedotsuga menziesii</i> | Douglas Fir | plug-1 or 1-1 | 2000 | | | \$ |
| 12 | <i>Quercus garryana</i> | Oregon Oak | 2-0 | 1000 | | | \$ |
| 13 | <i>Rhamnus purshiana</i> | Cascara | 1-0 | 2000 | | | \$ |
| 14 | <i>Thuja plicata</i> | Western Red Cedar | plug-1 | 3000 | | | \$ |
| 15 | <i>Acer circinatum</i> | Vine maple | 1-0 | 1000 | | | \$ |
| 16 | <i>Cornus sericea</i> | Red Osier Dogwood | 1-0 | 3000 | | | \$ |
| 17 | <i>Lonicera involucrata</i> | Twinberry | 1-0 | 500 | | | \$ |
| 18 | <i>Mahonia aquifolium</i> | Tall Oregon grape | 1-0 | 2000 | | | \$ |
| 19 | <i>Oemleria cerasiformis</i> | Indian Plum | 1-0 | 4000 | | | \$ |
| 20 | <i>Physocarpus capitatus</i> | Ninebark | 1-0 | 1500 | | | \$ |
| 21 | <i>Philadelphus lewisii</i> | Mock Orange | 1-0 | 500 | | | \$ |
| 22 | <i>Ribes sanguineum</i> | Red Flowering Currant | 1-0 | 2000 | | | \$ |
| 23 | <i>Rosa gymnocarpa</i> | Baldhip rose | 1-0 | 2000 | | | \$ |
| 24 | <i>Rosa nutkana</i> | Nootka rose | 1-0 | 500 | | | \$ |
| 25 | <i>Rosa pisocarpa</i> | Swamp rose | 1-0 | 1000 | | | \$ |
| 26 | <i>Rubus parviflorus</i> | Thimbleberry | 1-0 | 2000 | | | \$ |
| 27 | <i>Rubus spectabilis</i> | Salmonberry | 1-0 | 500 | | | \$ |
| 28 | <i>Sambucus cerulea</i> | Blue elderberry | 1-0 | 1000 | | | \$ |
| 29 | <i>Sambucus racemosa</i> | Red elderberry | 1-0 | 3000 | | | \$ |
| 30 | <i>Spiraea douglasii</i> | Spiraea | 1-0 | 3000 | | | \$ |
| 31 | <i>Symphoricarpos albus</i> | Snowberry | 1-0 | 5000 | | | \$ |
| 32 | <i>Salix Species</i> | Native willow | c-1 | 5000 | | | \$ |
| 33 | Transplant | various | | 10000 | | | \$ |
| | | | | 71000 | | Total Cost | \$ |