

# **REQUEST FOR PROPOSALS**

## ***The Dalles Downtown Tree Project***



### **CITY OF THE DALLES**

313 Court Street  
The Dalles, OR 97058

<b>Project No.:</b>	2023-13
<b>Project:</b>	<b><i>The Dalles Downtown Tree Project</i></b>
<b>Contract Type:</b>	Personal Services
<b>Prevailing Wage Rates:</b>	Not Applicable
<b>Bids Due By:</b>	September 5, 2023 2:00 p.m.
<b>Mandatory Site Visit:</b>	August 22, 2023 2:00 p.m.
<b>Project Manager:</b>	Joshua Chandler, Community Development Director <a href="mailto:jchandler@ci.the-dalles.or.us">jchandler@ci.the-dalles.or.us</a> (541) 296-5481 ext. 1121

August 8, 2023

**REQUEST FOR PROPOSALS**  
***The Dalles Downtown Tree Project***

The City of The Dalles (**City**) invites you to submit a proposal for personal services connected with *The Dalles Downtown Tree Project* (**Project**) as described in **Section III**, below. Proposals must address all items listed in this request for proposals (**RFP**). A **mandatory site visit** will be held at 1:00 p.m. on August 22, 2023, at City Hall (313 Court Street, The Dalles, OR 97058).

**I. General Submission Requirements**

- A.** This solicitation is for the procurement of personal services by competitive sealed proposals (**Proposals**) as set forth in ORS 279B.060 and the City's Local Contract Review Board (**LCRB**) Rules. This RFP and all Proposals are subject to both the LCRB Rules and the Oregon Public Contracting Code; reference to only one of those authorities in this RFP does not in any way limit the applicability of the other.
- B.** The Proposals shall not be opened until after the final submission date and hour below. Submissions shall become property of the City without obligation. The City is not liable for any cost incurred by proposers in the preparation, submission, and presentation of their Proposals.
- C.** As authorized by ORS 279B.060(2)(a), Proposals must be submitted electronically via email to [thedallesbids@ci.the-dalles.or.us](mailto:thedallesbids@ci.the-dalles.or.us) with the subject line ***The Dalles Downtown Tree Project RFP Response*** and directed to:

City Clerk  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

- D.** Proposals must be received by **2:00 p.m. on Tuesday, September 5, 2023**, when this solicitation is deemed closed. The duty rests with the proposer to ensure the required Proposal documents are attached to any email sent to the City in response to this RFP.
- E.** To be considered for award, each Proposal must include:
  - 1.** a cover sheet indicating an interest in proposing Project services to be provided to the City and reflecting the proposer's intent to comply with all terms, conditions, and specifications set forth in the solicitation, signed by an authorized officer of the proposing firm;
  - 2.** a signed Attestation Form (**Section X**) providing written assurances of the proposer's ability to meet the required criteria for selection;
  - 3.** a list of references for similar Project services provided for similar clients. Reference should include any municipal governments provided services in the last five years;
  - 4.** a copy of any standard services contracts used by the firm; and



5. a scope of work (as set forth in **Section III**) and the specific information to be provided by proposers (as set forth in **Section IV**).

## **II. Procurement Administration**

### **A. Opening and Review of Solicitation Document**

1. Proposals shall be opened at **2:00 p.m. on Tuesday, September 5, 2023**, when the email account designated for Proposal receipt will be accessed. Proposal responses will be opened then and there via Zoom Meeting. Join Zoom Meeting <https://us06web.zoom.us/j/85802121281?pwd=MUNXQ1dwVzFIMUZnbUdWNDc2WGpQUT09> (Meeting ID: **940 9210 4433**; Passcode: **013089**).
2. The RFP may be reviewed and other Contract Documents may be found online at [https://www.thedalles.org/jobs\\_bids/city\\_project\\_bids.php](https://www.thedalles.org/jobs_bids/city_project_bids.php)

### **B. Questions and Addenda**

1. Potential proposers with questions concerning any provision of the Proposal documents or opening should direct inquiries to **Project Manager Joshua Chandler** by phone at (541) 296-5481 ext. 1121 or by email addressed to [jchandler@ci.the-dalles.or.us](mailto:jchandler@ci.the-dalles.or.us).
2. The City may change a solicitation document only by written addenda. Prospective proposers shall provide written acknowledgement of receipt of all issued addenda with its Proposal unless the City otherwise specifies in the addenda.
3. The City shall notify prospective proposers of addenda by posting such addenda on its website at [https://www.thedalles.org/jobs\\_bids/city\\_project\\_bids.php](https://www.thedalles.org/jobs_bids/city_project_bids.php).
4. Unless a different deadline is set forth in the addendum, a prospective proposer may submit a written request for change or protest to the addendum by the close of the City's next business day after issuance of the addendum, or up to the last day allowed to submit a request for change or protest under LCRB Rule X(D), whichever date is later.

### **C. Cancellation, Delay, and Suspension of Procurement and Rejection**

1. The City may cancel, delay, or suspend this procurement or reject any or all Proposals in accordance with ORS 279B.100 when the cancellation, delay, suspension, or rejection is in the best interest of the City as determined by the City.
2. The City is not liable to any proposer for any loss or expense caused by or resulting from the cancellation, delay, or suspension of this procurement or rejection of any Proposal.

### **D. Pre-Closing Modification or Withdrawal of Proposals**

1. A proposer may modify its Proposal in writing prior to the closing. Proposers shall prepare and submit any modification to the City in the same manner as submitting a



Proposal under this solicitation. Any modification must include the proposer's statement the modification amends and supersedes the prior Proposal. The proposer shall mark the submitted modification as follows:

- a. Proposal Modification; and
  - b. Solicitation Document Number.
2. A proposer may withdraw its Proposal by written notice submitted on the proposer's letterhead, signed by an authorized representative of the proposer, delivered to the individual and location specified above, and received by the City prior to the closing. The proposer or authorized representative of the proposer may also withdraw its Proposal in person prior to the closing upon presentation of appropriate identification and evidence of authority satisfactory to the City. In that case, the City may release an unopened Proposal withdrawn consistent with this paragraph to the proposer or its authorized representative after voiding any date and time stamp mark. The proposer shall mark the written notice to withdraw its Proposal as follows:
  - a. Proposal Withdrawal; and
  - b. Solicitation Document Number.
3. Withdrawal of a Proposal shall not disqualify the proposer from submitting another Proposal, provided the time for receipt of Proposals has not expired.
4. The City will include all documents relating to the modification or withdrawal of Proposals in the appropriate procurement file.
5. Any Proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal received after closing is late. The City will not consider late Proposals, requests for withdrawals, or modifications.

#### **E. Receipt, Opening, and Recording of Proposals**

1. The City shall electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt. The City shall not open the Proposal or modification upon receipt, but shall maintain it as confidential and secure until the opening. If the City inadvertently opens a Proposal or a modification prior to the opening, the City shall return the Proposal or modification to its secure and confidential state until opening. The City shall document the resealing for the procurement file (e.g., "*City inadvertently opened the Proposal due to improper identification of the Proposal.*").
2. The City shall publicly open Proposals and modifications made to Proposals consistent with **Section II(A)**.

#### **F. Protests and Judicial Review**

1. A prospective proposer may protest the procurement process or the RFP for a contract solicited under ORS 279B.060 as set forth in ORS 279B.405(2)(a) and



LCRB Rule X(D). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective proposer must file a written protest with the City and exhaust all administrative remedies.

2. A prospective proposer must deliver a written protest to the City not less than ten days prior to closing. The City shall not consider a prospective proposer's solicitation protest submitted after this deadline. The City shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405(4) and LCRB Rule X(D).
3. In addition to the information required by ORS 279B.405(4) and LCRB Rule X(D), a prospective proposer's written protest shall include a statement of the desired changes to the procurement process or the RFP the prospective proposer believes will remedy the conditions upon which the prospective Proposer bases its protest.
4. The City shall issue a written disposition of the protest in accordance with the timeline set forth in LCRB Rule X(D).
5. If the City upholds the protest, in whole or in part, the City may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or RFP.
6. If the City receives a protest from a prospective proposer in accordance with these rules, the City may extend closing if the City determines an extension is necessary to consider and respond to the protest.
7. Judicial review of the City's decision relating to a solicitation protest shall be in accordance with ORS 279B.405 and LCRB Rule X(D). Any alleged violation of ORS Chapter 279A or 279B by the City for which no judicial remedy is otherwise provided in the Public Contracting Code is subject to judicial review as set forth in ORS 279B.420.

### **III. Project Description**

#### **A. Scope of Work**

1. The primary requirements for work performed under a contract awarded through this solicitation are:
  - a. maintain an arborist assigned to the Project and on site for planting;
  - b. assess the health of existing trees and remove trees if necessary; trees in the Project Area as identified by the Project Map attached to and made part of this solicitation as **Exhibit A**;
  - c. remove soil, rocks, and roots from the vacant tree wells indicated on the Project Map;
  - d. test soil at each tree well indicated on the Project Map to determine whether amendments are needed;



- e. replace and amend soil, as appropriate, at the tree wells indicated on the Project Map;
  - f. trees must be purchased from climatized nursery stock and must be listed on the provided approved tree list, attached to and made part of this solicitation as **Exhibit B**;
  - g. plant trees in amended or worked soil and include two perforated PVC watering pipes in all wells; and
  - h. water, maintain health of, and trim all trees for three years from the time of Project completion.
2. All work performed under a contract awarded through this solicitation may be completed at one time or in Phases, consistent with the Project Schedule provided by the successful proposer.
    - a. The City requires the entire project, or initial phase (if completed in Phases), including planting, to be completed at the earliest possible Spring 2024 date for the successful establishment of the trees prior to increased heat.
    - b. If completed in Phases, subsequent phases will be coordinated between the City and the successful proposer.
  3. Proposers are encouraged to make recommendations regarding improvement of current size of wells, keeping the current grates, and whether the benefits of street tree guards be worth the expense.
  4. **Optional** (*not a requirement of the RFP*). Create pilot program this Fall 2023 for a select few tree wells to determine whether there is adaptable soil beneath:
    - a. increase the tree wells from 3' x 3' to 3' x 5' by removing 1' of pavers on each side of the wells (or provide other options); and
    - b. plant trees if weather permits.

## **B. Non-Performance**

1. As required by ORS 279B.060(2)(h), any contract awarded under this solicitation may be terminated for non-performance of its terms and conditions, including failure to perform the scope of work or failure to meet performance standards established in the contract. The consequences resulting from non-performance may include, but are not limited to:
  - a. the City's reduction or withholding payment under the resulting contract;
  - b. the City's right to require the awarded contractor to perform, at the awarded contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and



- c. the City's rights, which the City may assert individuals or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

#### **IV. Specific Information to Be Provided by Proposers**

- A. All Proposals should provide the following information for consideration by the City:
  - 1. All items listed in Section III;
  - 2. On-site Arborist certification;
  - 3. Certificates of Insurance;
  - 4. Project Timeline; and
  - 5. First-tier subcontractors, if any, including tree suppliers.
- B. All Proposals should include an estimate of the maximum fee associated with your firm's provision of Project services pursuant to a contract awarded under this RFP and a maximum annual percentage of increase the City can expect for the next three fiscal years. Also:
  - 1. Include your firm's billing rates for all applicable classifications of professional personnel, as the City may require additional billable services.
  - 2. State whether your firm's fees include travel and out-of-pocket expenses or whether such costs are billed separately.

#### **V. Evaluation Criteria**

- A. Evaluation considerations include:
  - 1. the overall Project approach of the firm. *Is the approach sufficiently thorough, original, and sufficiently comprehensive to reflect a clear understanding of the City's Project needs? Are the time estimates to perform each phase clearly identified?*;
  - 2. qualification of supervision staff assigned to the Project, including the on-site supervisor. Information provided for each key staff person(s) should summarize educational background, position held in firm, years of experience, and any required certifications;
  - 3. prior and similar experience of the firm. The City reserves the right to request information from the Oregon Secretary of State and/or the other agencies relating to all proposers;
  - 4. expertise outside the traditional Project needs;





5. quality of references furnished by the proposer; and

6. cost.

- B. Cost, although a significant factor, will not be the sole factor upon which the award is based. Cost may become important in the event other evaluation criteria appear to indicate that potential proposers are ranked relatively equal.

## VI. Award

- A. The award of the contract will be made to the responsible proposer whose Proposal is, in the opinion of the City Council or its designee, in the most advantageous to the City consistent with ORS 279B.060(8) and the Rules. The City reserves the right to reject all Proposals or to reject any Proposal not in accordance with this solicitation.
- B. When proposers submit an item different than specified in the RFP documents, the City shall determine whether the proposed item shall be considered an approved equal. If the item is not determined to be an approved equal, the Proposal shall be rejected. This determination shall be made prior to the award of the Proposal.
- C. An evaluation committee consisting of the City Clerk, Facilities Manager, and Community Development Director will be responsible for initially reviewing the competing Proposals, based upon the criteria set forth in this RFP. A selection may be made directly from the Proposals submitted or the City may conduct interviews with potential finalists for the award of the contract. The committee will determine which proposal is most advantageous to the City, and the Community Development Director will make a final recommendation for award to the City Council.

## VII. Exceptions

- A. Any exceptions to the specifications of this RFP must be clearly identified in writing in the Proposal and referenced in the cover sheet.

## VIII. Contract

- A. Prospective proposers may review the substantive form of the City's Contract to be awarded by this solicitation attached to and made part of these contract documents as Exhibit C.

## IX. Exhibits

Exhibit A      *The Dalles Downtown Tree Project Map*

Exhibit B      *The Dalles Downtown Approved Tree List*

Exhibit C      Form of Contract

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**X. Authorized Signatures and Attestation Form**

I, the undersigned, an authorized representative of \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
have read and thoroughly understand the specifications, instructions, and all other conditions of  
the Request for Proposals issued by the City of The Dalles for ***The Dalles Downtown Tree  
Project.***

Acting on the behalf of my firm, which is listed above, I attest the services offered by us  
meet the City of The Dalles specifications in every respect, (check one) \_\_\_\_\_ without  
exceptions or \_\_\_\_\_ with exceptions.

We therefore offer and make this proposal to furnish to the City of The Dalles the  
personal services detailed in our proposal at the prices indicated.

**Firm Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

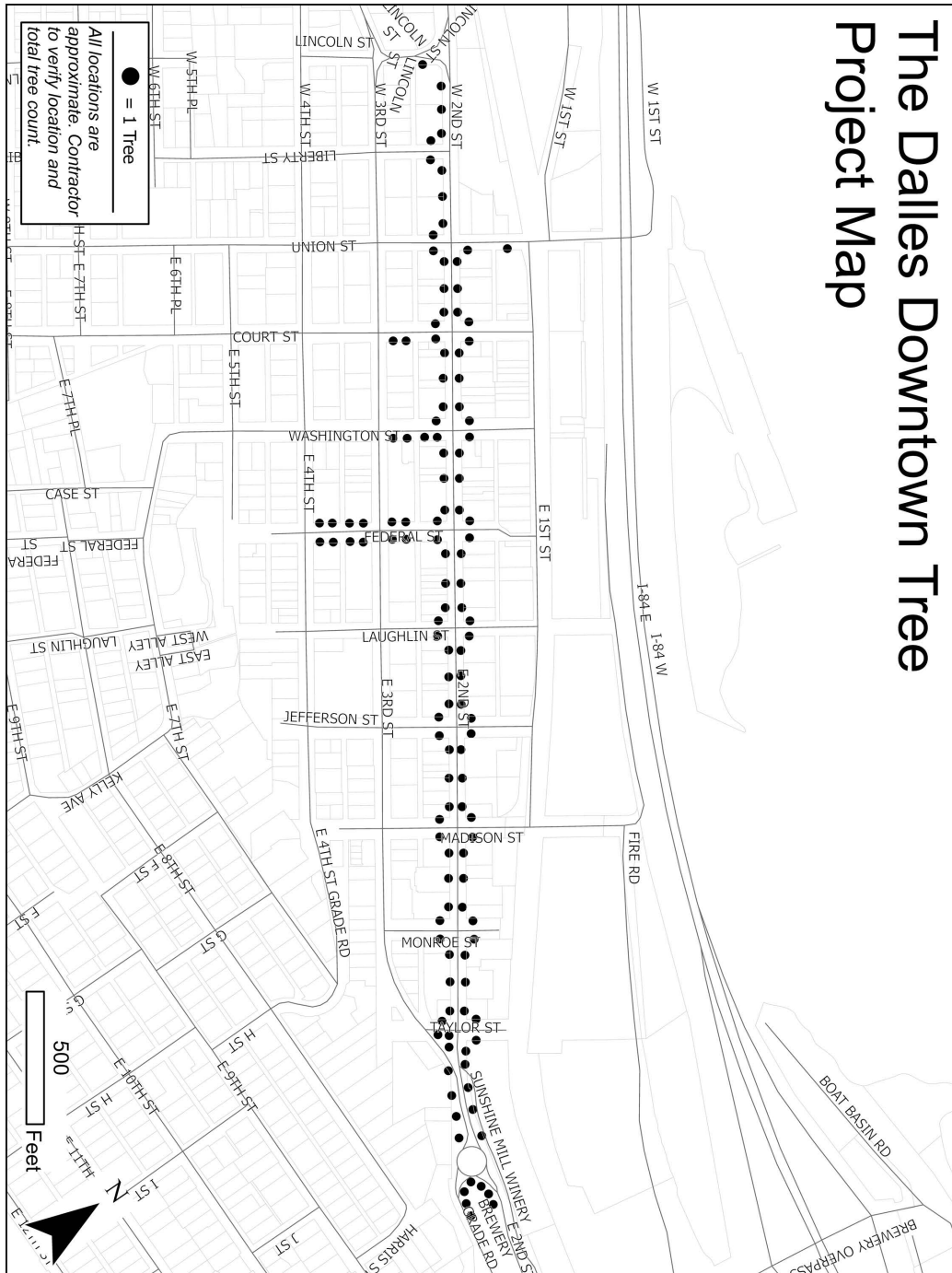
**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## EXHIBIT A

### The Dalles Downtown Tree Project Map



## EXHIBIT B

### The Dalles Downtown Tree Project Approved Tree List

Trees must be 1 – 1.5 “ caliper

Persian Ironwood *Parrotia persica*,

Hornbeam *Carpinus* Spp.

Hedge maple *Acer campestre*

Minimum 3-year warranty on trees after initial planting

ISA certified arborist on staff and on site

ANSI standards for nursery stock, nursery stock should be appropriately climatized to The Dalles

watering and maintenance for a minimum of 3 years following planting to get trees properly established.



## Exhibit C

### PERSONAL SERVICES AGREEMENT

Contractor	[Name]
Consideration	[\$Contract Price]
Effective Date	[Date], 2023
Completion Date	[Date]
Project/Services	The Dalles Downtown Tree Project

This PERSONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and [name], an [individual or entity] (**Contractor**), for Contractor's provision of solicited personal services for *The Dalles Downtown Tree Project*.

**WHEREAS**, the City requires performance of certain personal services described in the solicitation for *The Dalles Downtown Tree Project*, attached to and made part of this Agreement as **Exhibit A**; and

**WHEREAS**, Contractor desires to perform those certain personal services pursuant to the compensation and conditions set forth herein.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

#### A. Contractor's Duties

1. Scope of Services. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this Agreement, and provide any equipment necessary to perform all tasks described in **Exhibit A** and Contractor's proposal, attached to and made part of this Agreement as **Exhibit B** (jointly, **Work**). The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibits A and B** but necessary to fully and effectively perform those specifically listed tasks.
2. Insurance and Indemnity.
  - a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000.
  - b. Certificates. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of



the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.

- c. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- d. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subconsultants) acts or omissions in the performance of this Agreement.

### 3. Payments.

- a. Prompt Payments. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Industrial Accident Fund. Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- d. Medical Care. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- e. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.



- f. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

## **B. City's Duties**

1. Compensation.
  - a. Total. The City agrees to compensate Contractor for the Work in an amount not to exceed \$[**Contract Price**] to be paid by check.
  - b. Progress Payments. The City agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date.
  - c. Satisfaction. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
  - d. Public Budgeting. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

## **C. General Conditions**

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.



5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Subconsultants. Contractor agrees to provide the City with a list of proposed subconsultants before awarding any subcontract connected with the Work or this Agreement and shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.
8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
9. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

***Continues on next.***





10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

*To the City:* City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

*To Contractor:* [Title]  
[Contractor]  
[Address]  
[City, State, and ZIP Code]

**IN WITNESS WHEREOF**, the Parties duly execute this **PERSONAL SERVICES AGREEMENT** this \_\_\_\_ day of [Month], 2023.

**CITY OF THE DALLES**

**CONTRACTOR**

\_\_\_\_\_  
Matthew B. Klebes  
City Manager

\_\_\_\_\_  
[Name]  
[Title]

*ATTEST:*

\_\_\_\_\_  
Izetta Grossman, CMC  
City Clerk

