



RFP No. FAC004

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon
July 8, 2008

REQUEST FOR PROPOSALS

for

**Architectural and Engineering Services for
Surface Repair at Four SmartPark Garages**

PROPOSALS DUE: August 4, 2008 by 4:00 p.m.

Envelope(s) shall be sealed and marked with RFP # and Project Title.

Submit one (1) original and eight (8) complete copies of the Proposal to:

Diane Seaton, CPPB, Contracts Administrator
City of Portland
Office of Management and Finance
1120 SW Fifth Avenue, Room 1204
Portland, OR 97204

Refer questions to:

Diane Seaton, CPPB, Contracts Administrator
Phone: (503) 823-6987
Fax: (503) 823-5342
Email : dseaton@ci.portland.or.us

AFTER JULY 24, 2008, refer questions to:

Valentine Hellman, Procurement Specialist
Phone: (503) 823-6858
Fax: (503) 823-6865
Email : valentine.hellman@ci.portland.or.us

A MANDATORY PRE-SUBMITTAL MEETING has been scheduled for July 17, 2008 at 10:00 a.m., at 1120 SW 5th Avenue, 12th Floor Horizon Conference Room, Portland, Oregon 97204. Walk-through of 1st and Jefferson SmartPark immediately follows pre-bid.

GENERAL INSTRUCTIONS AND CONDITIONS

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS – The City of Portland seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to ESBs. No goal is set for the use of M/WBE firms, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

ENVIRONMENTALLY PREFERABLE PROCUREMENT - In accordance with the City's Sustainable City Principles and the City's Sustainable Procurement Strategy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. Therefore, proposers are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view the above City policies go to www.portlandonline.com and navigate to "Charter, Code & Policies Documents".

INVESTIGATION- The proposer shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS - Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL- Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal conference, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the request for proposal given out by Bureau or Office managers, employees or agents to prospective proposers shall not bind the City.

ADDENDUM – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

COST OF PROPOSAL- This Request for Proposal does not commit the City to pay any costs incurred by any proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the request for proposal.

CANCELLATION – 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.

LATE PROPOSALS- Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

REJECTION OF PROPOSALS- The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the

City and a proposer shall be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the consultant's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

CITY OF PORTLAND BUSINESS LICENSE - Successful consultant shall obtain a current City of Portland Business License prior to initiation of contract and commencement of the work.

WORKERS COMPENSATION INSURANCE – the successful consultant shall be covered by Workers Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER- Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

EQUAL BENEFITS PROGRAM – Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

CONFLICT OF INTEREST - A proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this request for proposal 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 proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFIDENTIALITY – 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 the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

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 proposer's records.

The Purchasing Agent has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Proposal "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

The City of Portland, Office of Management and Finance (OMF), Business Operations, Facilities Services (City), is charged with maintaining City Facilities. This project will extend the useful life of four City-owned SmartPark garages located in the downtown Portland area.

2. BACKGROUND

Although the SmartPark garages are owned by the City of Portland, they are operated by Star Park, LLC. This project will extend the useful life of the following four facilities by repairing deteriorating driving and other concrete or masonry surfaces requiring repair due to wear, cracking, structural movement, water ponding or water intrusion. By adding protective coatings and repairing defects, the City hopes to prevent further deterioration that could contribute to structural damage. The four facilities are:

- The **SW Third and Alder** SmartPark garage is a ten-story building built in 1978. Retail spaces are located on the first level, and the remaining levels are for parking. All floors consist of concrete framing.
- The **SW Fourth and Yamhill** SmartPark garage is an eight-story building (excluding two underground levels) built in 1989. Similar to Third and Alder, retail spaces are located on the first level and the upper levels are for parking. The two lower, underground parking levels are privately owned and are excluded from this project. The garage is composed of concrete and masonry.
- The **SW First and Jefferson** SmartPark garage is a ten-story building built in 1970. Retail spaces are located on the first level and the remaining levels are for parking. All floors consist of concrete framing.
- The **NW Naito and Davis** SmartPark garage is a five-story building built in 1989 that includes a heliport on the top floor. Work on the roof deck of the NW Naito and Davis garage is excluded from this project. Some retail spaces are located on the first floor and parking is located on the second to fourth floor. The garage consists of concrete, steel, and masonry framing.

These four SmartPark Garages have shown significant wear on some of the more heavily-used driving surfaces. As documented in the Berger/Abam Engineering report (Exhibit A), other defects needing repair have been found at various locations throughout the four facilities such as: concrete delamination around steel columns, exposed rebar and rust on structural steel, concrete slab cracking, leaking joints requiring re-bonding and/or resealing, and brick veneer cracking.

The maintenance and repair scope of work for the four facilities has been defined as:

- Recoat the helix driving surfaces with a waterproof traffic-bearing membrane at SW Third and Alder and SW First and Jefferson facilities.
- Recoat the ramps between the first and second floors with a waterproof traffic-bearing membrane at NW Naito and Davis and SW Fourth and Yamhill facilities.
- Recoat and re-stripe the parking areas of the second floors of all four SmartPark garages.
- Recoat and re-stripe the top parking decks with a waterproof traffic-bearing membrane at SW Third and Alder, SW Fourth and Yamhill, and SW First and Jefferson facilities.
- Coat the heliport area (not in use) with a non-traffic bearing waterproofing membrane at the SW First and Jefferson SmartPark garage. (Note: Even though the heliport is not in use, graphic designation of "non-use" may be required.)

- Make surface repairs as identified in the Exhibit A report.
- Repair masonry at north side of NW Naito and Davis garage

3. SCOPE OF WORK

The successful Proposer, with the assistance of the City and Star Park, LLC, shall develop a Schedule and Work Phasing Plan to accomplish the scope of work described herein, and as further defined in Section B and Attachment A. The Schedule and Work Phasing Plan shall include strategies designed to minimize disruption to normal business activities of the SmartPark garages during the construction period.

The City of Portland is seeking proposals from qualified individuals, firms, teams or consultants, hereafter called "Proposer(s)", to provide architectural, engineering, or other professional services as required to accomplish this scope of work

The City proposes to engage the successful Proposer for the following services:

- Review the repair-recommendations developed for each garage by the City's consultants
- Research products suitable for the repairs and develop product specifications
- Develop drawings showing floor plans, details, and written specifications required to accomplish the work
- Provide a Schedule and Work Phasing Plan that includes per phase costs and an overall construction strategy (including signage recommendations) designed to minimize disruption and confusion during the construction period
- Provide cost estimate(s) from an independent estimator prior to the construction documentation phase for the scope of work for each SmartPark Garage
- Provide Bidding assistance and Contract Administration as outlined in Section B *Work Requirements*.

4. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services. The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work. The preliminary estimated budget for the identified maintenance and repair scope of work for all four SmartPark Garages is \$4.9 million.

5. TIMELINE FOR SELECTION The following dates are proposed as a timeline for this project:

Mandatory pre-submittal conference at 10:00 a.m.	July 17, 2008
Written proposals due at 4:00 p.m.	August 4, 2008
Announcement of short list Proposers if necessary	August 15, 2008
Interviews, if deemed necessary	August 20, 2008
Selection committee recommendation	August 21, 2008
Contract negotiation with successful Proposer	August 25, 2008
Notice to proceed – work begins	September 8, 2008

The City reserves the right to make adjustments to the above noted schedule as necessary.

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel and designated Star Park LLC representative(s) to accomplish these goals:

A. Pre-Design: Review Existing Documents and Refine Scope of Work

1. Perform site visit to each SmartPark garage. Determine if there are additional areas requiring repair other than those listed in Exhibit A. Confirm Exhibit A repair recommendations, and locations for each SmartPark Garage.

2. Provide recommendations for repairs that could be considered as possible bid alternates.
3. Review drawings provided by City for possible modification and use. The City does not make any claims regarding the accuracy of these drawings.

B. Design: Research and Design

1. Research appropriate products for each use. Consider product recommendations from waterproofing consultant in Exhibit B and those from report in Exhibit A. Develop initial product list and preliminary performance and application specifications for City Project Manager review.
2. Develop preliminary drawings that clearly show extent of work for each SmartPark garage.
3. Develop preliminary Schedule and Work Phasing Plan for each SmartPark garage and review with Client Team. The Client Team will consist of at least the following: the Facilities Project Manager, the City SmartPark Manager, and a Star Park, LLC representative. The Client Team will attend designated meetings as necessary.
4. The preliminary Schedule and Work Phasing Plan should include costs per phase and per facility, and an overall construction strategy including signage recommendations to minimize disruption and confusion during the construction period.
5. Attend a minimum of two (2) client meetings. Take meeting minutes, and distribute them to attendees.

C. Contract Documentation and Bidding

1. Develop Contract Documents (CD's) plans and written specifications for bidding that accurately reflect the scope of work, and that are in enough detail, to convey the intended work product. Utilize the Construction Specifications Institute (CSI) MasterFormat™ 2004 Edition format for the specifications.
2. CD's will be reviewed by Owner at 50%, 90% and 100% completion. Provide three (3) full sets for Owner review. Provide a construction cost estimate at 50% completion with an updated estimate for 90%, and a final cost estimate to be used for bidding purposes at 100% completion. Plans and specifications shall be submitted at equal levels of completion.
3. Attend a minimum of three (3) client meetings. Take meeting minutes, and distribute them to attendees within one week of the meeting.
4. Make all final changes to the CD's to prepare them for bidding. Revise Division 1 specifications to assure proper coordination with the City's General Conditions of the Contract for Construction and Supplemental Conditions as directed by the City's Project Manager.
5. Develop Bid Form as directed by the City's Project Manager, with possible bid items and alternates.
6. Attend pre-bid meeting with potential bidders as directed by the City's Project Manager and prepare meeting notes.
7. Respond to contractor questions, substitution requests, and generate addenda information as needed during the bid period.
8. Finalize Schedule and Work Phasing Plan.
9. Provide the final City approved bid set drawings, both as an unbound hard copy and electronically, for printing and distribution. The drawings should be in AutoCAD 2008 or a compatible format. Provide a hard copy unbound version of the specifications. The City will assume responsibility for printing the final approved bid documents for distribution to bidders.
10. All documents developed for the project become the property of the City at the end of the project. Successful Proposer shall be released from responsibility for future use of these documents not directly involving the A/E team.

D. Contract Administration

1. Observe construction for conformance to CD's and perform ongoing Architectural and Engineering (A/E) tasks including, but not limited to:
 - attendance at regular construction meetings,
 - prepare and distribute meeting notes within one week of meeting
 - review submittals and change order requests,
 - respond to Requests For Information (RFI's) and provide Architect's Supplemental Instructions (ASI's),
 - provide coordination of work with subconsultants,
 - review and approve contractor applications for payment,
 - provide punch list(s) and other project close-out requirements
2. Provide a weekly report to City's Project Manager that includes work progress, schedule and/or plan revisions, and any other issues that could potentially affect the efficient operations of the SmartPark garages.

2. WORK PERFORMED BY THE CITY

The City has assigned a Project Manager to oversee the successful Proposer's work and provide support as needed. Specific duties the City will perform include:

- The management related to this project shall be performed by the City. The City will provide meeting and project coordination as necessary.
- In addition to Exhibits A and B listed in Section C below, the City will make available to the successful Proposer all available documentation that is pertinent to the project. All documents must be verified for accuracy. The floor plans of the four SmartPark garages will be provided to successful Proposer on compact disk in Autocad v. 2004 format.
- If special inspections or materials testing are required, the City will provide a consultant for those services.
- The City will provide all portions of Division 0 of the Project Manual or specifications regarding Construction Contract Compliance, General Conditions and Supplemental Conditions for the Contract for Construction.

3. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at:

<http://www.portlandonline.com/omf/index.cfm?c=37732> .

Deliverables and schedule for this project shall include:

A. Deliverables for Pre-Design and Design Phases

- Provide meeting summaries to the City for all required meetings within one week of the meeting. Distribute summaries to meeting attendees.
- Within 45 days after the Notice to Proceed, the successful Proposer shall provide for Client Team's review and approval; preliminary drawings, preliminary Schedule and Work Phasing Plan and preliminary cost estimate as described in Section B Technical or Required Services

B. Deliverables for Contract Documentation and Bidding Phases

- Provide meeting summaries to the City for all required meetings within one week of the meeting. Distribute summaries to meeting attendees as requested by City.
- 50% and 90% complete CD's and revised cost estimate(s) for Client Team review, and a 100% complete CD set and final cost estimate for bidding within four months from Notice to Proceed. Prepare draft bid form.
- Submit updated Schedule and Work Phasing Plan to the City as necessary.
- Attend pre-bid meeting. Generate draft addenda as needed. Respond to substitution requests.

C. Deliverables for Contract Administration during Construction

- Review and approve all project documents from the construction contractor. Issue all additional project documents as directed by the City's Project

- Manager.
 - Attendance at weekly construction meetings. Provide meeting summaries for meetings to the City within one week of the meeting. Distribute summaries to meeting attendees.
- D. If subconsultants are used, submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month. See Part II, Section C.5 Diversity in Employment and Contracting Requirements.

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

4. PLACE OF PERFORMANCE

Contract performance shall take place primarily at the Proposer's facility. On occasion and as appropriate, work may be performed at City facilities, a third-party location or any combination thereof.

5. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work immediately upon contract execution. The work phasing plan and preliminary schedule as required under Section B.3, Deliverables and Schedule, will help determine the date of final deliverables.

6. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City Project Managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

7. INSURANCE

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice from the successful Proposer or its insurer(s) to the City.

Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (firms with one or more employees, unless exempt under ORS 656.027).

General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the City of Portland, and its agents, officers, and employees are Additional Insureds but only with respect to the successful Proposer's services to be provided under this Contract.

Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Professional Liability Insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by negligent acts, errors or omissions related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

Certificates of Insurance: As evidence of the insurance coverages, the successful Proposer shall furnish acceptable insurance certificates to the City at the time signed contracts are returned to the City. The certificate will specify all of the parties who are Additional Insureds and will include the 30-day cancellation clause as identified above.

Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION C

ATTACHMENTS

1. INDEX

Exhibit A Berger/Abam Engineers Report dated May 29, 2008: *Structural Condition Assessment Report of Four SmartPark Garages.*
Exhibit B Waterproofing recommendations from a City consultant

2. SAMPLE CONTRACT

The Professional, Technical and Expert Services Contract is the City's standard contract and will be used as a result of this selection process. A sample contract is attached as Attachment A.

3. PROJECT DATA

Floor plans for the four SmartPark Garages will be available for review in the Blue Sky Room on the 12th Floor of The Portland Building, 1120 SW 5th Avenue, Portland, OR. These documents will be available for review between 8:00 am to 5:00 pm throughout the term of this RFP process. Please contact Diane Seaton at 503-823-6987 to set up a time to review these documents.

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

A pre-submittal meeting is scheduled for this project on July 17, 2008 at 10:00 a.m. in the Horizon Room, 12th Floor of the Portland Building, 1120 SW Fifth Ave., Portland, Oregon.

This is a **mandatory** meeting; therefore proposal submission will be contingent upon attendance at this meeting. **Site visits to the four SmartPark Garages prior to submitting a proposal are highly recommended and shall be the responsibility of the Proposer.** Most areas of the four SmartPark Garages are publicly accessible, however, not all. Floors 5 and 6 of SW 1st and Jefferson Garage will require a City escort. Following the scheduled pre-submittal meeting, we will make a site visit to the 5th and 6th floor of SW 1st and Jefferson.

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is July 28, 2008.** An addendum will be issued no later than seventy-two (72) hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Diane Seaton, CPPB
Contracts Administrator
City of Portland
OMF Facilities Services
1120 SW Fifth Ave., Rm. 1204
Portland, Oregon 97204

E-mail: dseaton@ci.portland.or.us
Phone: (503) 823-6987
Fax: (503) 823-5342

AFTER JULY 24, 2008, refer questions to:

Valentine Hellman, Assistant Procurement Specialist
Phone: (503) 823-6858
Fax: (503) 823-6865
Email : valentine.hellman@ci.portland.or.us

SECTION B

PROPOSAL SUBMISSION

1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified 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. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

2. PROPOSAL

Proposals must be clear, succinct and not exceed twelve (12) pages. Section dividers, title page, and table of contents do not count in the overall page count of the proposal. 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. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers 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 Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. ORGANIZATION OF PROPOSAL

Proposers 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:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Diversity in Employment and Contracting Requirements
6. Proposed Cost
7. Supporting Information

As part of the proposal response, the Proposer will provide the number of proposal copies as requested on the cover page of this RFP.

SECTION C

EVALUATION CRITERIA

1. 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 RFP) and the Standard Contract Provisions of the Professional, Technical and Expert Services contract. The Cover Letter must include the following:

- RFP number and project title
- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email addresses

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

BUSINESS COMPLIANCE

The Proposer must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

Certification as an EEO Affirmative Action Employer

All Proposers must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. Failure to receive EEO certification prior to the date and time of bid opening may result in delaying the

award of the contract. Details of certification requirements are available from the Bureau of Purchases, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com/omf/purchasing>

Non-Discrimination in Employee Benefits (Equal Benefits)

Proposers are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to contract award; otherwise your proposal may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

Fill out the form properly. You may call the Bureau of Purchases at 503-823-6855 to ensure you correctly complete the form. You may also call the contact listed on the front page of this solicitation document for assistance.

There are five options on the Worksheet/Declaration Form to pick among. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.

Option D is only used if you have an official waiver from the City. Waivers are only issued by the Bureau of Purchases.

The Form provides the City your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

Business License

All Proposers must be in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

If your firm currently has a business license and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number as well as the Equal Employment Opportunity (EEO) expiration date.

2. PROJECT TEAM

This section relates to the qualifications of individuals on the project team: the project principal, Project Manager, and other key members of the project team including sub-consultants. It is assumed that the team members listed in the proposal will be the individuals available to participate in their described roles for the duration of the project. The basis of evaluation is how well the project team's qualifications, background, and experience address the specific needs of this project. In the proposal, provide the following information:

- Team member qualifications and experience on similar or related projects:
 - qualifications and relevant experience of prime consultant
 - qualifications and relevant experience of sub-consultants, if any
 - Project Manager's experience with similar projects

3. PROPOSER'S

This relates to the Proposer's capabilities and resources in relation to this RFP. In the

CAPABILITIES

response, provide the following information:

- Describe similar projects which best characterize firm's capabilities, work quality and cost control.
- Describe projects with other government agencies.
- Describe firm's resources available to perform the work for the duration of the project and other on-going projects.
- Describe firm's internal procedures and/or policies associated or related to work quality and cost control.

4. PROJECT APPROACH AND UNDERSTANDING

This section relates to the Proposer's approach and understanding of the project. In the response, provide the following information:

- Describe the proposed work tasks and activities, and the methodology that will be used to accomplish them.
- Describe the proposed work products that will result from each task or activity.
- Describe unique issues and opportunities or special considerations and methods that might be used to address them.
- Provide a schedule of general project activities indicating the duration of each activity and of the total project.

5. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

The City is committed to increasing contracting opportunities for State of Oregon certified minority, women and emerging small business (M/W/ESB) enterprises. The City values, supports and nurtures diversity, and encourages any firm contracting with the City to do the same, maximizing M/W/ESB business participation with regard to all City contracts. As such, the City has established an overall 20% utilization goal in awarding PTE contracts to State of Oregon certified emerging small business (ESB) enterprises and has assigned at least 15% of the total points available on this solicitation to determine the award of this contract. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
 - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has

provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.

- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of certified M/W/ESB firms on this project. Include in your response:
- Subcontracting opportunities your firm has identified in the scope of this project.
 - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?
 - Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.
 - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals, and will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer.

6. PROPOSED COST

The proposal shall include the Proposer's true estimated cost as a lump sum or fixed-price estimate for the proposed project approach irrespective of the City's anticipated cost.

In a spreadsheet-type format, show main project tasks or phases (i.e. Pre-Design, Design, Contract Documents and Bidding, and Contract Administration) with a cost breakout for each phase, which shall include the hourly rates of each person (may be listed as their job title) or subconsultant associated with the project, the number of hours each person is expected to work during each phase, and the total estimated number of hours assigned per phase. Also include a reimbursable expenses estimate per phase and clearly designate any services not included. The City will pay for reproducing the Contract Documents for Bidders. Other reproduction costs will be the responsibility of the Proposer.

7. SUPPORTING INFORMATION

Supporting material must include a minimum of three (3) references, and may include other information pertinent to the project or work to be performed. References must include the contact person's name, agency, address, phone number, their role in the project (e.g., Project Manager, etc.), name of the project and when the work was done.

PART III

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA SCORING

Each proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

	Criteria	Maximum Score
a.	Cover Letter	0
b.	Project Team	15
c.	Proposer's Capabilities	20
d.	Project Approach and Understanding	25
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	20
g.	Supporting Information	5
	Total Points Available	100

2. PROPOSAL REVIEW

An evaluation 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 in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating proposals.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of fifteen (15) working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, may be selected for oral interviews if deemed necessary. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- e. If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the Portland City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

NOTE: In the City's discretion, litigation between the City and a Proposer shall be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers concerned about possible

rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

3. CLARIFYING PROPOSAL DURING EVALUATION

During the evaluation process, the City has the right to require any clarification or change its needs in order to understand the Proposer's view and approach to the project and scope of the work.

4. EVALUATION OF COST

The evaluation of Proposers' costs will be performed objectively using a ratio method. With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. The ratio method of evaluating proposed costs will take into account that the level of services provided for in the proposals, stated in the Project Approaches and identified in the Proposed Costs, are comparable. Points are determined by applying the following ratio formula:

$$(\text{Lowest Cost} \div \text{Cost Being Evaluated}) \times \text{Maximum Points Available} = \text{Awarded Points}$$

Example (maximum points available for cost = 20 points):

PROPOSER	PROPOSED COST	POINTS AWARDED
A	\$100,000 (Lowest)	$(\$100,000 \div \$100,000) \times 20 \text{ points} = 20 \text{ pts}$
B	\$105,000	$(\$100,000 \div \$105,000) \times 20 \text{ points} = 19 \text{ pts}$
C	\$110,500	$(\$100,000 \div \$110,500) \times 20 \text{ points} = 18 \text{ pts}$
D	\$125,000	$(\$100,000 \div \$125,000) \times 20 \text{ points} = 16 \text{ pts}$

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

The City will negotiate and, if successful, award a contract to the highest scoring Proposer. Should the City not reach a favorable agreement with the highest scoring Proposer, at the City's sole discretion, the City shall terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be the City's Contract for PTE Services.

3. AWARD REVIEW AND PROTESTS

REVIEW:
Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret and meeting the requirements of ORS 192.501(2) will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, 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.

PROTESTS OF CONTRACT AWARDS:
Protests may be submitted to the Purchasing Agent only for contracts in excess of the formal limit established by the City Auditor (reference <http://www.portlandonline.com/omf/index.cfm?a=74585&c=27353>), and only from those Proposers who would receive the contract if their protest were successful.

Protests must be received by the Purchasing Agent within seven (7) calendar days UNLESS OTHERWISE NOTED following the date of the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. The contract award process will be put on hold until the protest has been resolved.

Timely protests must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Purchasing Agent may waive any procedural irregularities that had no material affect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Purchasing Agent shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Purchasing Agent are final and conclude the administrative appeals process.

4. KICK-OFF MEETING

If requested by the City, the successful Proposer shall begin work by attending an orientation meeting to take place within fifteen (15) days following execution of the contract. The successful Proposer shall then develop and maintain a comprehensive schedule for all elements of the project.