



RFP No. PKS032

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon
January 12, 2011

REQUEST FOR PROPOSALS

For

**On-Call Services Contract for
Graphics Designer for Aquatics**

PROPOSALS DUE: January 28, 2011, by 4:00 p.m.

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

Submit one (1) original and four (4) complete copies of the Proposal to:

City of Portland
Bureau of Parks
2909 SW 2nd AVE
Portland, OR 97201

Refer questions to:

Nancy Roth
Phone: (503) 823-5102
Fax: (503) 823-2358
Email: nancy.roth@portlandoregon.gov

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.

CITY SUSTAINABILITY OBJECTIVES – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the [Portland Policy Documents Website: http://www.portlandonline.com/auditor/index.cfm?c=26818](http://www.portlandonline.com/auditor/index.cfm?c=26818)). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

ENVIRONMENTAL CLAIMS – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

INVESTIGATION – The Proposer shall make all investigations necessary to be informed 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 meeting, 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 City bureaus, 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 may 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 who are 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.

BUSINESS LICENSE AND REGISTRATION – Successful Proposer shall have a current City of Portland Business License and be registered to do business in Oregon prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE – Successful Proposer 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 – Successful 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 Procurement Services, City of Portland, prior to contract execution.

EQUAL BENEFITS PROGRAM – Successful 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 Procurement Services, City of Portland, prior to contract execution.

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [\[Resolution #36260\]](#)

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 request 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, ORS 192.502 and/or ORS 646.461 et seq. 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 Chief Procurement Officer 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 Bureau of Parks and Recreation – Aquatics is dedicated to providing a fun and creative atmosphere for the development of swimming skills in the youth and adults of Portland. We are committed to the importance of water safety and training for our lifeguards, swim instructors and our community. We believe in the value of swimming as a lifetime skill and a healthy recreational activity.

The Bureau of Parks and Recreation – Aquatics staff always strive to exemplify communication, teamwork and honesty in our daily actions. Our goals as a department are:

- To provide an aquatic program that meets the needs of the community.
- To provide a safe aquatic environment.
- To encourage the growth and awareness of aquatic activities.
- To promote healthy and enjoyable aquatic activities for the public.

2. BACKGROUND

Bureau of Parks and Recreation – Aquatics department requires the services of an on-call Graphic Designer to maintain and create documents that will help us to achieve our objectives. As a department we train over 600 lifeguards, swim instructors and water exercise instructors. We provide and create our own staff manuals, swim instructor training program manuals, quarterly brochures, marketing literature and a variety of other program reference materials.

Our objectives as a department are:

- To provide a quality swim instruction and water safety program. Striving to serve over 25,000 students per summer season.
- To give our guests high quality service offered in an enthusiastic and friendly manner.
- All staff will work to provide a safe, enjoyable pool environment.
- To continue to improve our existing programs and provide new, innovative programs to meet the challenging needs of the community. (i.e. Jr. Lifeguard, Jr. Swim Instructor, Swim teams and Water Fitness).
- To continue to improve and expand recreational activities such as Dive-In Movies, Fun Days and Itty Bitty Beach Parties.

The City intends to award a Graphic Designer for Aquatics one (1) on-call service contract with a not-to-exceed value of \$75,000.00. The successful proposer may be called upon to provide consulting services and/or undertake fixed-term projects. The services requested under this on-call services contract will be small to medium in scope. Projects may range from a few hundred dollars up to \$5,000.00 subject to specific needs and budget availability in any given year.

In order to receive a contract a Proposer must receive scores that place them in the top scoring. The successful proposer will enter into a three (3) year on-call services contract.

3. SCOPE OF WORK

The City of Portland, Bureau of Parks and Recreation – Aquatics is seeking proposals from individuals, firms, teams or consultants, hereafter called “Proposer(s) for Graphic Design services on an as-needed basis. These as-needed services are referred to as “on-call services,” and generally include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. Task Orders will be issued to the successful Proposer, under this on-call service contract as individual project needs are identified. The Proposer(s) must have demonstrated experience in one or more of the following service categories to perform work on as-needed basis:

- a. Contractor will provide on-call graphic design. Including but not limited to layout, illustrations, photo-manipulation, editing, copywriting, photography, archiving, scanning, copying, faxing services.
- b. Contractor must have a professional level of understanding of printing and web requirements. Contractor must be available for immediate turn-around on weekdays, weekends and evenings for Aquatic Director and District Aquatic Coordinators (DAC’s).
- c. Contractor must have understanding of Portland Parks and Recreation Aquatic Programs, Services and Pool sites for cross-referencing of information in Manuals, Workbooks, Brochures, Handbooks, forms, posters, maps, passes staff/client support materials etc.
- d. Contractor will continually coordinate with Aquatic Director and DAC’s all changes, editions, and creation of support materials affecting all sites.
- e. Attention to detail is critical as extensive editing of information and multiple cross-referencing is mandatory.

The successful Proposer shall be expected to enter into a not-to-exceed Professional, Technical, and Expert Services Contract with the City. A sample of the City’s standard contract can be viewed at:

<http://www.portlandonline.com/shared/cfm/image.cfm?id=27067>.

4. PROJECT FUNDING

The total not-to-exceed amount of the contract shall be \$75,000.00 for the three (3) year term.

Services are requested as the need arises, therefore there is no guarantee of work to be assigned under the resulting contract, or that the total dollar limit of the contract will be reached. The cost for services performed under any Task Order may vary depending upon the amount of work estimated for that particular project. However, under no circumstance will the individual Task Order amount exceed \$20,000.00, including task order amendments, unless authorized by the Bureau Director.

Hourly rates shall remain the same through the entire three year term of the contract.

5. TASK ORDERS

Work performed under any resulting contract(s) must be authorized via a written Task Order (sample attached as Exhibit A) signed by the City and the successful Proposer. The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and the successful Proposer in writing as an amendment to the Task Order.

Compensation for each Task Order will be determined through negotiation with the successful Proposer based on the scope of work, the hours the successful Proposer estimates for performance of the work and the successful Proposer’s hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If

the work requires fewer hours than those estimated, the successful Proposer will be paid for the actual hours necessary to complete the Task Order. If the successful Proposer underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

The successful Proposer must be able to start the work per the Task Order no later than 1 calendar day from the date of the Notice to Proceed as projects often require work with short deadlines. If the successful Proposer is unable or unwilling to complete the project within the required time, it shall so state in writing to the City's Project Manager and shall forfeit the Task Order within 24 hours of being notified.

Following the execution of each Task Order, the City's Project Manager will work directly with the successful Proposer for the duration of the project unless otherwise noted on the Task Order.

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

Publications and signage **MUST BE** designed using InDesign 3.5 or higher. Other software required: Illustrator/Freehand/Photoshop/Word/Acrobat Professional/Transmit/Stuffit etc. Must be Macintosh LSX compatible

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

- a. Contractor must be available for immediate turn-around on weekdays, weekends and evenings for Aquatic Director and District Aquatic Coordinators (DAC's).
- b. Contractor must have an understanding of Portland Parks Aquatic Programs, Services and Pool sites for cross-referencing of information in Manuals, Workbooks, Brochures, Handbooks, forms, posters, maps, passes staff/client support materials, etc. Examples of time schedule: Quarterly for brochures, Spring/Summer for most manuals, handbooks and support materials. Time varies for the variety of posters, forms, passes etc.
- c. Contractor will continually coordinate with Aquatic Director and DAC's all changes, editions, and creation of support materials affecting all sites.
- d. Attention to detail is critical as extensive editing of information and multiple cross-referencing is mandatory.
- e. Download images from digital cameras used by Aquatic Staff and manipulating in Photoshop for use in B&W and color documents.

2. WORK PERFORMED BY THE CITY

The City shall assign a project manager to oversee the successful Proposers' work and provide support as needed. Any specific duties the City will perform for each project shall be identified in the individual Task Orders.

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> .

- a. Contractor must be able to provide printed hardcopy up to 11" x 17" as well as electronic files.
- b. Electronic files must be provided on CD as raw files packaged with fonts & images or, uploaded as appropriate electronic formats depending on print/web requirements of each job.

Deliverables and schedule for each specific project shall be defined in the individual Task Orders.

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

4. PLACE OF PERFORMANCE

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

5. PERIOD OF PERFORMANCE

The City anticipates having an executed contract in place by March 1, 2011. The term of the contract shall be three (3) years with an option at the discretion of the City to extend for 2 additional years. Work shall begin for specific projects upon execution of a signed Task Order with submittal of final deliverables to the City occurring by the date defined in the individual Task Orders.

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 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, or a 10-day written notice for non-payment from the successful Proposer or its insurer 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 contract is returned to the City. The certificate will specify all of the parties who are Additional Insureds and will include a 30-day cancellation clause and a 10-day non-payment 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

1. INDEX

2. SAMPLE CONTRACT

ATTACHMENTS

Exhibit A Sample Task Order

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 can be viewed at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=27067> .

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

There will be no pre-submittal meeting or site visit scheduled for this project.

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 January 21, 2011.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Nancy Roth
Bureau of Parks
2909 SW 2nd Ave
Portland, Oregon 97201

E-mail: nancy.roth@portlandoregon.gov
Phone: (503) 823-5102
Fax: (503) 823-2358

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 five (5) 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

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 address

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

BUSINESS COMPLIANCE

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

Certification as an EEO Affirmative Action Employer

The successful Proposer must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of certification requirements are available from Procurement Services, 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 Procurement Services 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 from which to select. 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 Procurement Services.
- The Form provides the City with 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

The successful Proposer 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 prior to contract award. The successful Proposer must also be registered and legally able to do business in the State of Oregon. Details of compliance requirements for the City of Portland Business license 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>. Materials for registration with the State of Oregon are available at <http://www.filinginoregon.com>.

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 relates to the firm's principal project manager, key staff and any sub-consultants generally used: Respond to the following:

- How well does the firm's qualifications and experience relate to the work requirements described in Part 1, Section B?
- Does the expertise of the firm cover all phases of the project?
- Describe the educational background, directly related work experience, professional development, and demonstrated performance record of the proposed key personnel.
- Describe any staff certifications or licenses that may be needed for the project.

3. PROPOSER'S CAPABILITIES

The Proposer shall provide information relating to the firm's experience, capabilities and resources in relation to the project and should describe such things as:

- Describe experience with similar projects performed in the last 5 years which best characterize the firm's capabilities, work quality and cost control.
- Describe resources available.
- Describe internal procedures and/or policies relating to work quality, cost control and organizational management.
- How the firm is prepared to respond promptly to problems, program changes, or other information.

4. PROJECT APPROACH AND UNDERSTANDING

This relates to the basic understanding of the on-call service relationship. The proposal shall address the following:

- A clear understanding of the differences between an on-call/as needed contract

and a project specific professional services contract.

- Availability of staff to perform work, in short notice, during the duration of the contract.
- How other ongoing projects may affect availability for a City project.
- Extent of Principle project manager's involvement.
- Quality assurance responsibility.

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. 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. The City has assigned at least 15% of the total points available on this solicitation to this criterion to determine the award of this contract.

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). Provide a copy of the State of Oregon certification letter confirming receipt of application, or a copy of the approval letter certifying your firm as a State of Oregon M/W/ESB (a copy of this letter does not affect the page-limit identified under Part II, Section B.2 of this document).
- 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 State of Oregon 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 State of Oregon 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

This criterion relates to the reasonableness of the Proposers' compensation requirements. The proposals shall address the hourly rates charged for the various types of personnel required for these types of projects, and some detail on how costs will be managed to the benefit of the City. Hourly rates shall remain the same through the term of the contract.

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	5
c.	Proposer's Capabilities	25
d.	Project Approach and Understanding	20
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	40
	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 committee member 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 the evaluation process.

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 five (5) 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 oral 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 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 may 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 who are 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

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an 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 or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., 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 Chief Procurement Officer only for formal solicitations resulting in contract individually valued at or above the Formal Solicitation Process Dollar Threshold (reference www.portlandonline.com/omf/index.cfm?c=44169&a=74585), and only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the date 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. No contract will be awarded until the protest has been resolved.

Protests must be timely and 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 Chief Procurement Officer may waive any procedural irregularities that had no material effect 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 Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.

Exhibit A – Sample Task Order

Exhibit A



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

TASK ORDER # XX

Supplement to Contract #XXX for Project #XXX

The Contract between the City of Portland and

Name of Firm

(Firm name)

provides for the assistance of the undersigned firm on

Description of task(s)

This Task Order adds the following specific services to the Purchase Order:

COMPENSATION:

The maximum compensation relating to these services shall not exceed \$xx.xx without written authorization.

The following schedule of tasks and fee breakdown defines the maximum amounts the Contractor may earn for each task.

(Insert Schedule of Tasks and Fee Breakdown)

Monthly invoices from the Contractor shall identify the work performed and state the percentage of work successfully completed each month for this Task Order.

The hourly rates shall be as indicated in the Basic Agreement.

All provisions of the original Contract shall remain in full force and effect.

In witness hereof, the parties have duly executed this Task Order as of the date written below.

CONSULTANT

CITY of PORTLAND

BY: _____

By: _____

Date: _____

Date: _____

Strategy, Finance and Business Development

1120 S.W. 5th Ave., Suite 1302

Portland, OR 97204

Tel: (503) 823-5588 Fax: (503) 823-5570

Administration

Tel: (503) 823-PLAY

Fax: (503) 823-6007

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