



RFP No. PKS030

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

**City of Portland, Oregon
March 3, 2010**

REQUEST FOR PROPOSALS

for

**ON-CALL PROFESSIONAL SERVICES FOR PORTLAND PARKS AND
RECREATION**

PROPOSALS DUE: March 31, 2010 by 12:00 p.m.

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

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

Sarah Coates Huggins
City of Portland
Bureau of Parks and Recreations
1120 SW 5th Avenue, Suite 1302
Portland, OR 97204

Refer questions to:

Phone: (503) 823-3385

Fax: (503) 279-3948

Email: sarah.coateshuggins@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.

ENVIRONMENTALLY PREFERABLE PROCUREMENT – In accordance with the City's Sustainable City Principles and the City's Sustainable Procurement Policy, the City of Portland values the use of products and services that minimize the negative 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 itself 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 Procurement Services, 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 Procurement Services, 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, 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 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

Portland Parks & Recreation (PP&R) is the City of Portland Bureau charged with being the steward of over 10,000 acres of land at more than 250 locations including a multitude of community and neighborhood parks, recreational facilities, gardens, trails and natural areas. It also offers thousands of recreational and enrichment opportunities for people of all ages and abilities. Portland's parks, public places, natural areas, and recreational opportunities give life and beauty to our City. These essential assets connect people to place, self, and others. Portland's residents treasure and care for this legacy, building on the past to provide for future generations.

PP&R contributes to the City's vitality by:

- Establishing and safeguarding the parks, natural resources, and urban forest that are the soul of the City, ensuring that green spaces are accessible to all;
- Developing and maintaining excellent facilities and places for public recreation, building community through play and relaxation, gathering and solitude; and
- Providing and coordinating recreation services and programs that contribute to the health and well being of residents of all ages and abilities.

PP&R Staff strive to demonstrate the following values:

- Quality, responsive service to our diverse customers and partners.
- Community participation in program and project planning.
- Innovation, creativity, and excellence in all the City does.
- Openness, honesty, and respect in all relationships.
- A diverse and culturally competent workforce.
- Transparent, ethical, and accountable decision making.
- Personal and professional development.

2. BACKGROUND

Portland Parks and Recreation requires the following types of services:

- Landscape Architects,
- Trail planners and designers,
- Environmental graphic designers, and
- Underground utility and facility location and identification services by vacuum excavation.

The City may award contracts to multiple Proposers within each service area. The number of contracts awarded shall be at the sole discretion of the City. Successful Proposers will enter into a three (3) year on-call services contract with an option for the City to extend for 2 additional years. The individual contract amount shall not exceed the maximum amount stated in the table below for the three (3) year term of the contract. Services are requested as the need arises, therefore there is no guarantee that the total dollar limit of any contract will be reached. The cumulative total of all contracts awarded as a result of this RFP shall not exceed \$1,450,000. In the event that the contract maximum is met prior to the end of contract term, the contracted successful Proposer will be removed from the on-call services rotation list.

The City may award multiple contracts per service area. In order to receive a contract for a service area, Proposers must receive scores that place them in the top scoring for that service area. The City may, but is not obligated to, award up to the maximum number of contracts per area as indicated below.

Proposers who wish to receive a contract in more than one service area must submit a complete and separate proposal in each service area for which they wish to receive a contract.

No.	Service Area Description	Maximum Number of Contracts to be Awarded	Maximum Contract Amount for the Three-Year Period (EACH CONTRACT)
1	Landscape Architecture	4	\$150,000
2	Trails Planning and Design	4	\$100,000
3	Environmental Graphic Design	3	\$50,000
4	Underground Utility and Facility Location & Identification Services by Vacuum Excavation	3	\$100,000

3. SCOPE OF WORK

Portland Parks & Recreation (PP&R) is seeking proposals from qualified firms, teams or consultants, hereafter called “Proposer(s),” with demonstrated experience in the following service areas. Proposals will be accepted in four (4) distinct service areas:

- **Service Area I** – Landscape Architecture
- **Service Area II** – Trails Planning and Design
- **Service Area III** – Environmental Graphic Design
- **Service Area IV** –Underground Utility and Facility Location & Identification Services by Vacuum Excavation

This work is on an as-needed basis with no commitment from PP&R as to the total dollar value of any one Task Order or to the total dollar value utilized over the life of the Contract. The successful Proposer(s) will be expected to enter into a not-to-exceed Professional, Technical and Expert Services Contract with the City.

4. PROJECT FUNDING

The total not-to-exceed amount of each individual contract is identified in the table under Part I, Section A.2 for the three (3) year term of the contract. The cumulative total of all contracts awarded as a result of this RFP shall not exceed \$1,450,000.

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

5. TASK ORDERS

During the contract term when services are required, PP&R will identify the specific services needed through a Task Order with a defined scope of work. A sample Task Order is attached as Exhibit B. The on-call services needed are normally of short duration, specific in nature and usually do not exceed \$40,000. Due to the nature of “as-needed” services, there is no guarantee that any Task Order would be issued or that the maximum dollar limit of the contract would be reached during the contract term.

Task Orders will be issued on a rotational basis beginning with the highest scoring contracted successful Proposer. If the first contracted successful Proposer is unable to perform within the required time identified in the Task Order, it shall state so in writing and

it will forfeit the opportunity to be issued the Task Order. The compensation for each Task Order issued will be determined through negotiation with the contracted successful Proposer based on the scope of work, the schedule, and the cost, subject to a mutually agreeable predetermined cap for the maximum compensation on the particular Task Order. Where the scope of work requires fewer hours to be performed, contracted successful Proposer will be paid for the actual hours necessary to complete the Task Order. Where contracted successful Proposer underestimates the number of hours that are required to perform the Task Order, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Contracted successful Proposer's billing statement or invoice shall identify the actual number of hours spent performing the Task Order. Contracted successful Proposers' hourly rates shall remain the same through the three (3)-year contract term. Task Order compensation may be amended via a Task Order Amendment, approved by the City, for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued or for PP&R requested changes to the scope of work.

In the event PP&R and a contracted successful Proposer on the rotation list cannot agree upon a mutually agreeable maximum compensation cap for a specific Task Order, PP&R, at its sole discretion, may terminate negotiations and commence negotiations with the next contracted successful Proposer on the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal from the rotation list and cancellation of the contracted successful Proposer's contract with the City.

In the event that the contract maximum is met prior to the end of contract term, the contracted successful Proposer will be removed from the on-call rotation list.

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

If technical specifications are to be submitted, as applicable to a certain Service Area, they shall conform to 2004 CSI Master Specifications. Examples of the types of services to be provided in each service area are described below:

- Service Area I – Landscape Architecture

The PP&R Capital Improvements and Strategy, Planning & Community Involvement groups are comprised of three broad categories of design professionals, including landscape architects who develop designs and contract documents to develop new, and to upgrade existing, park facilities. They may be in need of any or all of the following support services. A licensed Landscape Architect is required.

1. Master planning and design for new park facilities including park development, programming, design, and public involvement, as it applies to the master plan process.
2. Design improvements for renovation of existing and new parks and park facilities. Services include site analysis, design, and cost estimating.
3. Identify needed permits and land use reviews, coordinate permit activities and schedule with design process. Prepare applications, attend hearings, and obtain necessary approvals.
4. Cost estimating - provide detailed quantity and cost estimating for all sizes of projects, with a well-documented record of extremely accurate estimating/bidding results.
5. Construction documentation- provide clear, complete bid documents that lead to efficient construction and minimal changes during the course of the work.
6. Construction observation services & production of record drawings in CAD
7. Computer capabilities - consultants shall provide all final construction documents, as-built drawings, and other related drawing information in either of the following formats: AutoCAD 2007 or earlier or MicroStation 95/SE/J/v8.

- Service Area II – Trails Planning and Design

PP&R has many miles of existing and planned trails, including regional trails, community trails, local trails, and in-park trails at both developed parks and natural area parks. A licensed Landscape Architect is required. The successful proposers may perform one or more of the following services:

1. Conduct initial feasibility analysis of a trail or trail segment to identify project, engineering requirements (i.e. walls, storm water detention), permitting requirements, land use reviews, and necessary property or easement acquisitions. Tasks may include assessing whether a proposed trail meets land use requirements, accessibility standards, use guidelines, and determination of design strategies to protect natural resources and avoid creating user conflicts, safety and liability issues, and inappropriate use.
2. Complete a preliminary trail design using PP&R trail design guidelines, including a proposed alignment & grading plan, to determine what easement width and configuration is necessary to obtain from any adjacent property owner(s), and to better define project construction costs and permitting requirements.
3. Prepare detailed and precise trail bid documents and construction drawings, which may include, grading and erosion control plans, trail layout and dimensioning plans, mitigation plans, storm drainage plan and reports, construction details, specifications, and landscape planting plans.
4. Develop cost estimates for various levels of trail plans (concept plans, construction documents, and rehabilitation or re-vegetation plans).

- Service Area III – Environmental Graphic Design

The successful proposers may perform one or more of the following services:

1. Perform environmental graphic design services for PP&R projects.
 - a. In some cases, this may be work within parameters specified in the PP&R Identity and Graphic Standards Manual using prepared templates, logos and standardized fonts for identity, directional, wayfinding and interpretive signage. Upon award, the Identity and Graphic Standards Manual will be provided and reviewed with successful Proposer(s).
 - b. For other projects, the work may be to create a unique design for identity, directional, wayfinding or interpretive signage and systems for a particular site or situation.
2. Be proficient in Adobe InDesign, Illustrator and Photoshop, Macromedia Freehand, Microsoft Word and Excel.
3. Meet in person or by phone with PP&R staff to initiate document development and establish direction prior to issuance of Task Order.
4. Work with text and images provided by PP&R, or obtained from some other source, as necessary.
5. Develop a production schedule for each job based on PP&R's needs.
6. Be available to meet for multiple reviews and edits as required for the scope of the project.

- Service Area IV – Underground Utility and Facility Location & Identification Services by Vacuum Excavation

The successful proposers will have a Construction Contractor's Board license and perform one or more of the following services:

1. Initiate the "One Call" per Oregon Utility Notification Center requirements.
2. Conduct electronic sweeps to reveal presence of underground utilities and other facilities.
3. Core pavement or soft surface and physically expose and preserve underground utilities and facilities using the vacuum excavation method. This may include excavating potholes for investigation and observation by City staff or contractors.
4. Restore pavement and/or landscape areas to original compacted section and materials, or to agreed-upon alternative. This may include concrete, cold patch asphalt, or other paving and soft surface materials.
5. Field tie utilities and other underground facilities to temporary references or previously surveyed fixed features.
6. Provide GPS ties and/or laser measurements to established control points.
7. Manage data including collecting, recording and reporting the precise location of utilities and other underground facilities.
8. Secure the appropriate permits.
9. Complete and submit traffic control plans and secure agency approval.
10. Provide traffic control and coordinate activities with all affected utility operators.
11. Provide erosion control measures as required, per the City of Portland Sediment and Erosion Control manual. This may include bio-bag installation around adjacent catch basins or area drains or other BMP's (Best Management Practices) as outlined in the manual.

2. WORK PERFORMED BY THE CITY

PP&R staff shall make available sufficient hours of staff personnel to meet with successful Proposers and provide such information as required. PP&R will assign a Project Manager who will oversee the work and provide support and pertinent directions and data 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, reports, digital and hand drawn artwork, comps, photos, maps, logos and other links and notes. Upon completion of each job or upon request, the entire project must be burned to CD and delivered to PP&R, along with all comps, notes and any other materials provided and/or collected. 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 shall be agreed upon prior to work on specific Task Orders for specific projects. 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 Proposer's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location or any combination thereof. The successful Proposer's work may include field visits to project sites and/or locations that house records. The successful Proposer(s) will be expected to attend meetings at PP&R offices and other locations.

5. PERIOD OF PERFORMANCE

PP&R anticipates having executed contracts in place by May, 2010. The term of the contracts shall be three (3) years, with an option at the discretion of the City to extend for 2 additional years. Work shall begin upon execution of a signed Task Order with submittal of final deliverables to the City occurring by the date identified on 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(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, or ten (10) days written notice for non-payment of premium 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.

Professional Liability Insurance is not required for submitters in the Environmental Graphic Design category (Service Area III) only.

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 and 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

ATTACHMENTS

- Exhibit A First Tier Subconsultant Disclosure Form (submit with proposal for Service Area I)
- Exhibit B Sample Task Order

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 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
2. RFP CLARIFICATION

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

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 March 24th, 2010.** 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.

Sarah Coates Huggins
Portland Parks and Recreation
1120 SW 5th Avenue, Suite 1302
Portland, Oregon 97204

E-mail: sarah.coateshuggins@portlandoregon.gov
Phone: (503) 823-3385
Fax: (503) 279-3948

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 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

A separate submission is required for each of the four (4) major service areas, with the service area clearly identified on the outside of the envelope and in the Cover Letter. Proposers who submit proposals for multiple service areas must submit separate proposals in separate envelopes for each service area.

Proposals must be clear, succinct and not exceed eighteen (18) pages. Section dividers, title page, cover letter and table of contents do not count in the overall page count of the proposal. Supporting information does not count in the eighteen (18) page limit. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. Cover letter does not count in the overall page count of the proposal.

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

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
- **Identify the Service Area number and name**
- 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 successful Proposer(s) 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

The successful Proposer(s) 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 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 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(s) 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. 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

The firm's principal, project manager, key staff and any sub-consultants assigned to a task should have a minimum of three (3) years experience performing the types of duties required by the specific project. Please address how your proposed project team meets the minimum experience/expertise for the work to be performed. Include:

- How well the Proposer's qualifications and experience relate to the work requirements described in Part I, Section B;
- The expertise of the Proposer to cover all potential phases of a project;
- The educational background, directly related work experience, professional development, and demonstrated performance record of the proposed key personnel; and
- Any staff certifications or licenses that may be needed for the Service Area you are proposing on.

3. PROPOSER'S CAPABILITIES

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

- Describe similar projects performed within the last 5 years, which best characterize firm's capabilities, work quality and cost control.
- Describe similar 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.
- Describe firm's management and organizational capabilities.
- Include at least three (3) references. Include the contact person's name, agency, address, phone number, their role in the project (e.g. Project manager), name of the project and when the work was done.
- Describe or provide a detailed description of firm's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.

4. PROJECT APPROACH AND UNDERSTANDING

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

- Describe the proposed work tasks and activities, the methodology that will be used to accomplish them, and identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with City staff.
- Identify the time frame estimated to complete each task.

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. The City 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.

For All Service Areas:

All Proposers shall address the following in their proposals:

- 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 copy of the approval letter certifying your firm.
- 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.
- 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.

For Service Area I:

- 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. In addition, **all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1** in their proposal, which requires Proposers to identify the following:
- The names of **all** subconsultants to be used on this project with subcontracts greater than or equal to \$10,000.
 - The names of all State of Oregon certified MBE, WBE and ESB firms. If firms have more than one certification (i.e., ESB and MBE, and/or ESB and WBE) note that on the form so that proper credit can be given for the ESB goal and for tracking MBE and WBE utilization.
 - The proposed scope or category of work for each subconsultant.
- If Proposers will not be using any subconsultants that are subject to the above disclosure requirements, Proposers are required to indicate "**NONE**" on the First Tier Subconsultant Disclosure Form 1.

For Service Areas II, III, and IV:

- o 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.

For All Service Areas:

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals. The City will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer, and the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent originally proposed and submitted in its proposal. The successful Proposer will not be permitted at any time to substitute or add a subconsultant without the prior written approval of the Purchasing Agent. ALL subconsultants, including M/W/ESB firms, and first tier subconsultants shall be reported on the Monthly Subconsultant Payment and Utilization Report as well as contract amounts and payments. For reference, a copy of this form may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

6. PROPOSED COST

This criterion relates to the reasonableness of the Proposer's billing and compensation rates. The proposal shall address the hourly rates charged for the various types of consultants/disciplines used in each Service Area, with some detail on how costs will be managed to the benefit of the City of Portland. The cost of individual Task Orders shall be negotiated with the contracted successful Proposer(s). Hourly rates shall remain the same through the three (3)-year term of the contract.

7. SUPPORTING INFORMATION

Supporting information may be provided that adds clarity as to the team's ability to meet the project requirements. Please limit to three work samples.

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	20
c.	Proposer's Capabilities	25
d.	Project Approach and Understanding	20
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	20
g.	Supporting Information	0
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 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 10 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 it needs in order to understand the Proposer's view and approach to the project and scope of the work. While clarification is being requested, no other changes or substitutions will be allowed to proposals.

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

The City will negotiate and, if successful, award a contract to the highest scoring Proposer(s). Should the City not reach a favorable agreement with the highest scoring Proposer(s), 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 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 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. No contract will be awarded 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.

EXHIBIT A

CITY OF PORTLAND PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES FIRST TIER SUBCONSULTANT DISCLOSURE FORM

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the use of subconsultants on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information
- 2) State of Oregon M/W/ESB designation
(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>)
- 3) The proposed scope or category of work that the subconsultant will be performing
- 4) The amount of the subconsultant's contract

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

ATTACHMENTS: Form 1: City of Portland PTE First Tier Subconsultant Disclosure Form

**CITY OF PORTLAND
PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM
(FORM 1)**

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that subconsultant.

Proposer Name: _____

Proposed Cost: _____

RFP Number: _____

Project Name: _____

SUBCONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$

NOTE:

- 1) If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 2) All subconsultants with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*: <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>.

EXHIBIT B: Sample Task Order



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

Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.

Administration

Tel: (503) 823-PLAY

Fax: (503) 823-6007

