



RFP No. TRN079

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon

March 17, 2010

REQUEST FOR PROPOSALS

for

On-Call Miscellaneous Services for PBOT

PROPOSALS DUE: April 7, 2010 by 4:00 p.m.

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

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

City of Portland
Richard Gray, Contract Administrator
City of Portland Bureau of Transportation
1120 SW Fifth Avenue, Suite 800
Portland, Oregon 97204

Refer technical questions by either fax or e-mail to:

Richard Gray, Contract Administrator

Fax **503) 865-3453**

Email Richard.Gray@Pdxtrans.Org



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 it regarding the service(s) to be performed under this request for proposal.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER

Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with 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 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(2) and ORS 192.502(4). If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

If a request to inspect the proposal is made, the City will notify the proposer of the request. If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

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

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

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

The Portland Bureau of Transportation (PBOT) is the steward of the City's transportation system and a community partner in shaping a livable city. We plan, build, manage, maintain and advocate for an effective and safe transportation system that provides access and mobility to all citizens and other stakeholders. We keep Portland moving. For more information about PBOT, see www.portlandonline.com/transportation.

The City of Portland Bureau of Transportation (PBOT) is seeking proposals from qualified consultants or consultant teams to provide services on an "as needed" basis (*see Scope of Work below*). The City refers to these as-needed services as "on-call services". The services requested under these contracts will typically be for projects that are small to medium in size and limited in scope of work. They generally include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. The maximum total value for each service area is identified for each service area in Part I, Section B (Work Requirements).

PBOT may award contracts to multiple firms in each service area. Successful Proposers will enter into a 3-year contract. **There is no guarantee that the total dollar amount of the contracts in the service area will be reached.**

2. BACKGROUND

PBOT is comprised of five operating groups, each requiring a variety of professional services:

- Engineering and Technical Services
- Development and Capital Programs
- Maintenance Operations
- System Management
- Office of the Director – Planning and Business Services Divisions

PBOT anticipates that over the next three years, certain projects will require miscellaneous professional services. Because specific projects are undefined at this point, they have undefined scopes and generally will include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. Individual projects will be assigned to successful Proposers as project needs are identified under these on-call service contracts. The scope of work, deliverables, schedule and compensation for each project will be consistent with the proposal response and may be further developed by PBOT and the successful Proposer. Individual projects will be incorporated into a Task Order and must be signed by both parties prior to commencement of work. **Successful Proposers may not begin work without a fully-executed Task Order and a Notice to Proceed issued by PBOT Contracts Services Group.** The intent of these on-call contracts is to target smaller projects; however, PBOT may choose to use these on-call services contracts for projects up to \$25,000 per Task Order or may choose to issue a stand-alone RFP to establish a project-specific contract for the project. There is no guarantee that there will be any work performed under these contracts and PBOT has no obligation to order work under these contracts.

All of these "projects" are currently undefined. The types of work PBOT is involved in are described in the RFP. Examples can also be found on PBOT's website: <http://www.portlandonline.com/transportation/>.

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 submit separate proposals in multiple service areas may be awarded separate contracts in multiple service areas.

No	Service Area Description	Maximum Number of Contracts to be Awarded	Maximum Contract Amount for the Three-Year Period (EACH CONTRACT)
I	Graphic Design	3	\$100,000
II	Organizational Development Services	3	\$100,000
III	Public Involvement and Public Outreach	3	\$100,000
IV	Transportation Finance & Economic Analysis	3	\$100,000

3. SCOPE OF WORK

PBOT is seeking proposals from qualified firms, teams or consultants, hereafter called "Proposers" with demonstrated experience in the appropriate service area(s) and proposes to engage the successful Proposer(s) to provide the services described below. Proposals will be accepted in the following four distinct service areas:

- I. Graphic Design
- II. Organizational Development Services
- III. Public Involvement and Public Outreach
- IV. Transportation Finance & Economic Analysis

4. TASK ORDERS

Contract services provided will be authorized by Task Orders (sample attached as Exhibit A) issued by the Contract Administrator in PBOT. These will not exceed the limits described above in the Background section.

Within each service area, as project needs are identified under these on-call contracts, PBOT intends to assign individual projects on a rotational basis if all contracted, successful Proposers have similar expertise. The scope of work, schedule, deliverables and compensation for each project will be established in writing via a Task Order prior to commencement of the work. Any changes to cost, scope of work, deliverables or schedule must be done as an amendment to the Task Order. Any changes to the Project Team must be approved through an amendment to the contract.

Following the Notice to Proceed (Issued by a PBOT Contract Administrator and in conjunction with a signed Task Order), the Project Manager will work directly with the contracted successful Proposer for the duration of the project unless otherwise noted in the Task Order. No work shall begin until a signed Task Order has been issued. All work progress reports and invoices will be submitted to the Project Manager.

5. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services, but may award up to 12 contracts for a total dollar value of \$1,200,000. Services will be requested as the need arises, therefore there is no guarantee of work to be assigned under any resulting contract, or that the total dollar limit of any contract will be reached.

6. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this solicitation:

Written proposals due at 4:00 p.m.	April 7
Announcement of short list of Proposers, if deemed necessary	May 14, 2010
Interviews, if deemed necessary	May 17-21, 2010
Selection committee recommendation	May 21, 2010

Notice of Intent to Award issued	May 24, 2010
Contract executed	May 25-28, 2010

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

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer shall perform any combination of the tasks listed below within each specific service area. For each identified project, PBOT will provide the general scope of work. Consistent with the original proposal response and this solicitation, the successful Proposer will develop and negotiate the specific scope of work, budget, deliverables and schedule in writing. If accepted, a Task Order will be signed by both parties. Then, PBOT will instruct the successful Proposer to begin work via a Notice to Proceed.

Service Area I: Graphic Design

- a. Graphic illustrations
- b. Graphic design
- c. Desktop publishing
- d. Presentation graphics, displays and posters
- e. Logo design and illustrations
- f. Public meeting displays

Service Area II: Organizational Development Services

- a. Internal organization meeting facilitation
- b. Strategic planning
- c. Professional coaching
- d. Employee mediation/resolution
- e. Diversity and work force planning
- f. Organizational design
- g. Business process improvement

Service Area III: Public Involvement and Public Outreach

- a. Public outreach campaign strategy development and implementation
- b. Communication services
- c. Public strategic planning
- d. Internal and external meeting facilitation

Service Area IV: Transportation Finance And Economic Analysis

- a. Revenue and expenditure analysis
- b. Modeling revenue and expenditure alternative scenarios
- c. Economic Analysis
- d. Development of revenue mechanisms
- e. Database development
- f. Presentation of analysis

2. WORK PERFORMED BY THE CITY

The City will assign a project manager to oversee the successful Proposer's work and provide support as needed. The City will provide the successful Proposer with direction and access to City records as needed. Any specific duties the City will perform for each project will 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> .

Deliverables and schedule for individual projects shall be defined via negotiated Task Orders prior to commencement of work.

For those contracts exceeding \$100,000, the successful Proposer(s) shall submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month (reference Part II, Section C.5 of the RFP).

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.

5. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer be available to work immediately upon contract execution with submittal of final deliverables to the City occurring no later than December 31, 2012, unless the contract is extended at the City's option as described above. The successful Proposer will perform no work under this contract until a Task Order has been approved by the City, and a Notice to Proceed has been issued.

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, for non-renewal or ten (10) days written notice for non-payment of premium from the successful Proposer(s) or its insurer(s) to the City.

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

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

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

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

not available or economically feasible, contractor shall notify City immediately.

Certificates of Insurance: As evidence of the insurance coverages, the successful Proposer(s) 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

ATTACHMENTS

1. INDEX

Exhibit A Sample of PBOT On-Call Services 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 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 March 31, 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.

Richard Gray, Contract Administrator
Portland Bureau of Transportation
1120 SW 5th Ave. Suite 800
Portland, Oregon 97204

Only e-mail or faxed questions will be considered for response via the addendum process.

Fax: (503) 865-3453
E-mail: Richard.Gray@pdxtrans.org

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 (**including the Service Area for which the Proposal is intended**), the RFP number and the name and address of the Proposer. A Proposer wishing to submit in more than one Service Area must submit separate Proposals for each Service Area in separate envelopes for each Service Area in which the Proposer is interested. The Service Area must be clearly identified on the outside of the envelope and in the Cover Letter. Each proposal submitted must meet the RFP evaluative criteria as a stand alone response and cannot rely on information included in other proposals submitted by the same 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 ten (10) 8½" x 11" pages, including references. Section dividers, title page, samples of work, and table of contents do not count in the overall page count of the proposal. Printing of substantive material on any side of a piece of paper is considered a page to be included in the page count. An 11"x17" sheet is considered to be two pieces of paper subject to the page count and the conditions described above. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts,

reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

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

3. ORGANIZATION OF PROPOSAL

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

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

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 Service Area
- 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 ranging 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 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 that 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

Management Approach

Describe or provide a detailed description of your 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.

Key Personnel

Describe the education background, directly related work experience, professional development, and demonstrated performance record of the proposed key personnel: project principal, project manager and key project team members, including any subconsultants.

PBOT is particularly interested in:

- (1) How well does the Proposer’s qualifications and experience relate to this specific service area?
- (2) Does the expertise of the Proposer cover all potential phases of the service area?

PBOT may consider any of the following:

- Extent of company's principal member's involvement.
- Team qualifications and experience on similar or related projects:
 - qualifications and relevant experience of prime consultant
 - qualifications and relevant experience of sub-consultants, if any
 - project manager's experience with similar projects
- Names of key members who will be performing the work on projects, and:
 - their responsibilities on past projects
 - current assignments and location
 - experience on similar or related projects
 - unique qualifications

3. PROPOSER'S CAPABILITIES

- Describe similar projects performed within the last five (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 any potential projects 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.

Included Samples of Work will be evaluated under this criteria (these samples of work are not subject to page limitation). Submit with proposal; may place these at the end of the proposal submittal. Sample work products may include public involvement materials, reports, photos, brochures, logo designs, newsletters, illustrations, videos or other materials that demonstrate the firm's capabilities, expertise and quality of work performed for clients, including the City of Portland. However, please note that the limit is five (5) items.

4. PROJECT APPROACH AND UNDERSTANDING

- 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 and has assigned at least 15% of the total points available on this solicitation to determine the award of this contract. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB). Provide a copy of the State of Oregon certification letter confirming receipt of application or copy of the approval letter certifying your firm.
- 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 a potential 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. The City 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 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.

The maximum dollar value of each on-call services contract has been pre-determined. However, the cost for each task order cannot be determined until a specific need has been identified. Therefore the basis for evaluating this criterion will be based on compensation rates alone, and on a clear indication of which level of team members would be assigned to any given project. For instance, distinctions might be made between: Principal, Project

Manager; Designer, Engineer, drafts person, CAD specialist, clerical support, etc.

In this section, list billing rates by classification for all staff (including subconsultants) that may be assigned project tasks. Salary ranges by classification are acceptable. Multipliers for all firms must be listed. Any specific costs such as subconsultant mark-up must be listed. Describe how costs will be managed to the benefit of the City of Portland. Refer to the Multiplier Policy below. An example of how these costs could be displayed is as follows:

Hourly Wage Paid *(by class OK)* x Multiplier = Hourly Billing Rate

Multiplier Policy

The multiplier applied to salaries shall not exceed 3.1. The multiplier shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, all copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the successful Proposer. The Proposal must specify the successful Proposer's proposed markup for subconsultant costs. The maximum markup on subconsultant services shall not exceed 5%. Successful Proposer is not guaranteed the maximum mark-up will be allowed, it may be less or none at all. The actual rate will be determined during contract and/or Task Order negotiations.

Adjustment of Hourly Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the successful Proposer. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics and certified by the City of Portland Auditor);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

7. SUPPORTING INFORMATION

Supporting material must include a minimum of 2 references, and may include other information pertinent to the project or work to be performed. References must include the contact person's name, agency, address, phone number, their role in the project (e.g., project manager, etc.), name of the project and when the work was done.

PART III

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA SCORING

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

	Criteria	Maximum Score
a.	Cover Letter	0
b.	Project Team	25
c.	Proposer's Capabilities (<i>includes samples of work</i>)	25
d.	Project Approach and Understanding	15
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 evaluating proposals.

The successful Proposer shall be selected by the following process:

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

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

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

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

preliminary determination of whether its proposal will be rejected.

3. CLARIFYING PROPOSAL DURING EVALUATION

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

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

The City will negotiate and, if successful, intend to award up to three contracts to the highest scoring Proposer(s) within each Service Area. Should the City not reach a favorable agreement with the highest scoring Proposer, at the City's sole discretion, the City shall terminate negotiations and commence negotiations with the next highest scoring Proposer and so on until a favorable agreement(s) 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 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-Sample of PBOT Flexible Services Task Order

Flexible Service Task Order

Contract

Project: _____ Task Order #: _____

SAP Cost Object: _____ Proposed Consultant: _____

(PBOT)Project Manager: _____ initials: _____ Phone: _____

(Vendor)Task Order Manager: _____ Phone: _____

Bureau and Section: PBOT

Funding Source: _____ Fiscal Year Funds come from (Year): _____

Effective date of Task Order: As signed by all Cost (not to exceed): \$ _____

Expiration Date: _____ \$ _____

\$ _____

Total to Date \$ _____

Project Synopsis of Statement of Work (Statement of Work is attached and incorporated by this reference):

The City of Portland pays on a net 30 day basis after receipt of invoice. Please reference Contract & WO number on all invoices.

Approved By:

Acceptance of Terms by Consultant:

Contracts **Date**

Name/Title **Date**

Financial Analyst **Date**

Address

Division Manager **Date**

City, State, Zip code

E-Mail address: _____

THIS IS A SAMPLE