



**REQUEST FOR PROPOSALS #08-23
FOR DEVELOPMENT FEASIBILITY ANALYSIS
OF
A LIVING BUILDING,
THE SUSTAINABILITY CENTER OF EXCELLENCE IN
PORTLAND, OREGON
(PHASE I)

AND

EXPRESSIONS OF WILLINGNESS
TO DEVELOP, DESIGN AND CONSTRUCT
THE SUSTAINABILITY CENTER
(PHASE II)**

Direct All Questions To:

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*PDC encourages the participation of certified minority-owned, women-owned
and emerging small businesses in this solicitation.*

TABLE OF CONTENTS

	<i>Page Number</i>
I. Request for Proposals Information	3
II. Schedule of Solicitation and Contract Award Events	3
III. Project Background	4
IV. Scope of Work, Project Schedule & Contract Requirements	7
V. Submittal Requirements & Evaluation Criteria	11
VI. Instructions to Proposers	16
VII. Insurance Requirements	20
VIII. Work Products Requirements	21
IX. Standard Contract Terms & Conditions	21
X. Sustainability Center Team	25
XI. Proposer Certification	29

List of Exhibits

Exhibit A – Living Building Challenge Requirements

Exhibit B – Site and Area Images

Exhibit C – Price Proposal Worksheet

Exhibit D – Web Links in this RFP

I. REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title: **Development Feasibility Analysis for a Living Building, the Sustainability Center of Excellence in Portland, Oregon**

Solicitation Number: **RFP # 08-23**

Solicitation Coordinator*: **Daniel Spero, CPPB; Senior Procurement Specialist**

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Solicitation Coordinator Email: **sperod@pdc.us**

Proposal Delivery Location**: **Portland Development Commission
222 NW 5th Avenue
Portland, OR 97209**

*** All questions regarding this RFP must be directed to the Solicitation Coordinator identified here.**

**** To be considered for evaluation, proposals must be received by PDC at the location listed above no later than the "Proposal Due" date and time listed below.**

The PORTLAND DEVELOPMENT COMMISSION ("PDC" or "Commission"), the urban renewal agency for the City of Portland, Oregon is seeking, on behalf of the Sustainability Center Team (described in detail in Section X of this RFP), sealed competitive proposals from qualified and experienced firms for the provision of development feasibility services, including pre-development phase program, design, financial, and construction analysis related to the development of the Sustainability Center (as hereinafter defined) (collectively, "Phase 1"). PDC intends to award an exclusive contract to the successful Proposer in connection with this Request for Proposals (this "RFP") for Phase 1 as described in Section IV of this RFP, Scope of Work. Although the services provided pursuant to the awarded contract for Phase 1 are for the benefit of the Sustainability Center Team as a whole, this RFP solicitation is being issued pursuant to the rules and procedures of PDC.

II. SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change the following dates as deemed appropriate.

RFP Issued	January 7, 2009
Pre-Proposal Meeting, Voluntary	January 23, 2009***
Deadline for Proposer Questions and Request(s) for Change(s)	January 28, 2009
Proposal Due Date and Time	February 6, 2009 by 3:00 PM (Pacific Time)
Evaluation Period, Ending <i>(tentative)</i>	February 13, 2009
Notice of Intent to Award, Issued <i>(tentative)</i>	February 14, 2009
Deadline for Protest of Intent to Award	<i>Seven (7) calendar days after Notice of Intent to Award</i>
Anticipated Contract Execution Date <i>(tentative)</i>	March 4, 2009

***** See Section VI (D) of this RFP for details.**

III. PROJECT BACKGROUND AND SUMMARY

A. About the Project

PDC; the City of Portland (the “City”) as represented by the Portland + Oregon Sustainability Institute (“P+OSI”); the State of Oregon (the “State”), acting by and through the State Board of Higher Education and its Oregon University System (“OUS”); and the Living Building Initiative (“LBI”), a consortium of leading sustainability-focused organizations; have partnered for the ambitious purpose of developing and operating a world-class multi-story living building that meets the Living Building Standards (as hereinafter defined) (the “Center” or “Sustainability Center”). PDC, the City, P+OSI, OUS and LBI are hereafter referred to as the “Sustainability Center Team.”



A more detailed description of each of the members of the Sustainability Center Team is set forth in Section X.

Under the leadership of P+OSI, PDC and the City have brought together OUS and sustainability-focused organizations and government agencies to continue to build Portland and Oregon’s leadership in sustainability and to grow the state’s sustainable economy. The Center is envisioned as a collaborative effort designed to bring together a broad range of OUS-led academic, business, and government expertise to function as a hub of research on sustainable practices, public policy, private business and economic development, networking, outreach and training. The Sustainability Center Team is pursuing development of the Sustainability Center on certain PDC-owned property located at SW Montgomery Street and SW 5th Avenue and adjacent to the Portland State University (“PSU”) campus in downtown Portland, Oregon (the “Site”).

The following is a partial list of goals of the Sustainability Center Team with regard to the development, design and construction of the Sustainability Center:

1. To design, develop, build and operate a state-of-the art “green” building that meets the U.S. Green Building Council [LEED platinum standard](#) as well as the “Living Building Challenge” standards of the Cascadia Region Green Building Council (the “Living Building Standards”). The Living Building Standards are attached to this RFP as “Exhibit A.”
2. To advance the City and State’s economic development goals by creating synergy between green businesses and jump-starting innovation to fuel business growth.
3. To foster the City’s and State’s clean technology cluster and resources; connect like-minded companies to share ideas and best practices; and support and showcase clean technology cluster development.
4. To showcase an OUS education and resource center that: i) brings together the best and the brightest educational, municipal and private experts on sustainability; ii) educates and provides sustainability resources to the next generation of students and faculty and the public at large; and iii) houses, in a single location, organizations that provide information, education and resources regarding sustainability.
5. To build a Sustainability Center that will be an icon of green building best practices, reflect the region’s leadership in sustainability, serve as a living laboratory of sustainability for students, faculty and the community, connect research to practice; and be designed for adaptability to test and monitor new technologies over time.

The purpose of this RFP is to solicit competitive proposals from proposers and their teams of experienced green developers, architects, designers, general contractors and engineers (the "Proposer and Project Team") to conduct a feasibility study of the Phase 1 work related to the Sustainability Center on the Site (the "Feasibility Study"). It is the desire of the Sustainability Center Team that the Center will achieve a Platinum LEED rating and meet as many of the Living Building Standards as are practically and economically possible, and meet the operational requirements of the Sustainability Center Team for subsequent operation of the Sustainability Center.

Given the Sustainability Center's unique nature and aspiration to be a world class facility, the Sustainability Center Team expects that the Proposer and Project Team selected from this RFP will include meaningful involvement from the best state, national and international experts in sustainable development and green design using an integrated design methodology. In addition, one of the goals of this project is to position the State, the City, and the region as a center of expertise regarding sustainable and environmentally-responsible development. As such, the Sustainability Center Team hopes and expects that the Proposer and Project Team selected will include meaningful leadership or membership by developers, design firms and/or contractors either headquartered in, or with a substantial presence in Oregon. Whichever Proposer and Project Team is selected must be able to demonstrate that they will also be willing to participate in the educational activities of the Sustainability Center in order to share with students, faculty and the local community the technologies incorporated into the Sustainability Center, and the lessons learned from this unique project.

If, after the Feasibility Study is delivered by the Proposer and Project Team selected from this RFP, the Center is deemed by the Sustainability Center Team to be desirable and feasible, the Proposer and/or Project Team could be invited to provide development, design and construction services for the Sustainability Center ("Phase 2"). As such, the Proposer and/or Project Team proposing under this RFP must be able to demonstrate in their proposals not only the expertise and ability to produce a quality Feasibility Study, but also the expertise and ability to ultimately perform Phase 2. If the successful Proposer and Project Team is authorized to proceed to Phase 2, they must be able to demonstrate that they meet the contracting policies and requirements and any bonding requirements of the City, PDC, and/or OUS.

The tasks associated with Phase 1, covered in this RFP, and any future Phase 2 are outlined below:

Phase 1 (this RFP) – Feasibility Study

- Predevelopment/Due Diligence
- Development Program and Schematic Design
- Preliminary Development Budget
- Project Schedule

Phase 2 – Development, Design and Construction (subsequent to outcome of Feasibility Study)

- Design Development and Construction Documents
- Construction Contract
- Refined Development Budget including: a) construction cost; b) indirect development costs (professional fees, permitting and fees, financing fees and interest, insurance, developer fees, etc.); c) sources of anticipated financing (with financing models) including public funding, conventional financing, owner(s) equity (if applicable), other.
- Operating Income and Expense Analysis
- Refined Project Team (if applicable)

Given the significance of the Center to the City and State, the preferred timeline is for the selected Proposer and Project Team to conclude Phase 1 activities by spring 2009, with design and permitting occurring in 2009, and construction starting by late 2009 or 2010 and completed by 2011 to 2012.

B. About the Site.

1. Site Description. The Site is a 33,500 square foot property owned by PDC and located in downtown Portland, Oregon on two tax lots on Block 153. The property is situated at the south end of downtown and abuts the Portland State University campus and Urban Center Plaza. The property has 200 foot frontages on SW Montgomery Street and SW 4th Avenue, 100 foot frontage on SW Harrison Street, and 135 foot frontage on SW 5th Avenue. Tax lots include: R246228 (27,000 square feet at 5th & SW Montgomery St) plus R246229 (6,500 square feet at 401 SW Harrison Street). Additional information on the property is available online at: www.portlandmaps.com.

PDC acquired the Site in 2004 pursuant to the Montgomery Blocks Redevelopment Strategy. In 2006, Gerding/Edlen Development Company ("GED") was selected, as a result of a competitive real estate based solicitation, to redevelop the Site as a mixed-use redevelopment focused on workforce housing. Subsequently, GED and PDC entered into a Memorandum of Understanding (the "MOU") set to expire July 31, 2009. In the event that the Sustainability Center Team determines that the result of the Feasibility Study warrants moving forward with Phase 2, the MOU with GED will be terminated and a new agreement will be negotiated with the Proposer and/or Project Team.

2. Transportation & Infrastructure

- *Streetcar.* The Portland Streetcar runs adjacent to the Site to the north and east on a two-way single track alignment along SW Montgomery Street and SW 4th Avenue. This alignment, completed as part of the RiverPlace extension, is a temporary alignment due to the single track's impact on the system and the counter-flow direction of the southbound streetcar on SW 4th Avenue. Redevelopment of the Site will involve construction of a permanent alignment. The preferred alignment, based on previous design work by PDC and the City's Office of Transportation ("PDOT"), is for a single or double diagonal streetcar track through the Site with a southbound streetcar stop at the center of the Site.
- *Light Rail.* The Portland Mall light rail extension runs along SW 5th and 6th Avenues just to the west of the Site. As part of the improvements currently underway, there will also be a light rail stop to the northwest of the Site at the corner of SW Montgomery and 5th Avenue. The light rail extension will further strengthen the Site's connectivity to South Waterfront, Old Town/Chinatown, the Pearl District, and the Lloyd District and provide easy access to more distant MAX destinations, including the Portland International Airport ("PDX") and the Expo Center.
- *Montgomery Green Street.* PDC, together with the City's Bureau of Environmental Services ("BES") are working on a green street concept for SW Montgomery Street, a designated pedestrian corridor from the southwest hills to the Willamette River. As part of a district approach, the Montgomery Green Street project coordinates a seven-block sustainable right-of-way and stormwater management design with key adjacent redevelopment opportunities, including the Site.

See also, Exhibit B of this RFP, "Site and Area Images."

3. Zoning. The Site is zoned Central Residential (RX) in accordance with its Comprehensive Plan designation. At this time, the City's Bureau of Planning ("BOP") is undertaking an update to the Central Portland Plan, which includes the Site. This update will involve an analysis of zoning and other code entitlements in the Central City, and it is possible the process will result in code changes for the Site. Additional details regarding zoning designations, height limits, allowed FAR and bonus options, and parking regulations are available at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=53363>

IV. SCOPE OF WORK, PROJECT SCHEDULE & CONTRACT REQUIREMENTS

This section describes **at a minimum** what PDC expects of the successful Proposer and Project Team selected for contract award from this RFP (the “Selected Proposer and Project Team”). Key services provided to and in consultation with PDC, OUS, LBI P+OSI, and the City under an awarded contract include all activities listed under **Phase 1** of this Scope of Work.

Note: Proposals should demonstrate, on the part of the Proposer and Project Team, necessary and sufficient experience and capacity to conduct Phase 2; however, Phase 2 activities are out of scope for purposes of this RFP.

A. Scope of Work

Specifically, the Selected Proposer and its Project Team will perform the following Phase 1 tasks and activities and provide PDC with the deliverables (or “Work Products”) listed below:

1. Predevelopment/Due Diligence

Key **Predevelopment/Due Diligence** tasks and activities include:

PDC has numerous reports reflecting preliminary Site due diligence information, full and complete copies of which can be provided to the Selected Proposer and its Project Team. PDC has no information that would indicate that the due diligence materials are inaccurate; however, PDC does not represent and warrant the accuracy of the due diligence materials provided.

- Title Report
 - ✓ Review of PDC preliminary Title Report
 - ✓ Determination of any title exceptions that must be removed as a pre-condition to redevelopment
- Environmental and Soil Reports
 - ✓ Review of PDC reports
 - ✓ Determination of any additional environmental or soil work required
 - ✓ Determination of any environmental and soil conditions that must be remediated or corrected for redevelopment
- Planning and Zoning Requirements
 - ✓ Review of current zoning and code entitlements
 - ✓ Determination of extent to which current entitlements need modification for redevelopment
 - ✓ If requested by PDC, application for any modification(s) to current entitlements

Deliverable(s):

Deliverables to be provided by the Selected Proposer and its Project Team to PDC for the tasks and activities described in this section include:

- Title Report review and comments (*Target: March 13, 2009*)
- Due Diligence Reports review and comment (*Target: March 13, 2009*)
- Zoning and Code review and comment (*Target: March 13, 2009*)
- Scope of additional due diligence (if any) (*Target: March 20, 2009*)
- Plan and application process underway for Zoning/Code/entitlement modifications (if requested) (*Target: March 20, 2009*)

2. Development Program and Schematic Design

The Selected Proposer and Project Team will determine the space and use needs in coordination with the Sustainability Center Team members and develop both a schematic design for the Center and a plan for developing the Center to meet both the Living Building Standards and LEED Platinum standards.

In coordination with the Sustainability Center Team, the Proposer and Project Team shall deliver key **Development Program and Schematic Design** tasks and activities including the following:

- *Assessment.* Working with input from the Sustainability Center Team regarding space and use needs, and any tax ramification considerations for eligible non-profit tenants, assess the following:
 - o Commercial and retail square footage and lease rate(s) and basis (e.g., NNN, gross), and level of build-out (e.g., vanilla shell);
 - o Common / non-leasable area description and square footage;
 - o *Parking & transportation:* number of spaces, if any at all; allocation among building uses; income generation expectations; and the consideration that a living building should provide less parking and emphasize mass transit and bike commuting options.
- Develop a schematic design including commercial/retail/common element layout, circulation, streetcar integration and Living Building Standards, including the “Beauty & Inspiration” requirement.
- Provide a description of the key design elements and material, equipment and technological requirements that will be necessary to use and/or incorporate in the Sustainability Center, and specific information confirming that such materials, equipment and technologies are commercially available.
- Determine construction type (incorporating Living Building Standards <http://www.cascadiagbc.org/resources/living-buildings/>)
- Develop a plan for how to obtain the following:
 - o Full certification through the Cascadia Green Building Council Living Building Challenge (“LBC”) and
 - o LEED platinum certification, at a minimum
- Propose an iterative process and strategy to maximize meeting LEED Platinum and Living Building Standards within an acceptable budget and any potential modifications.

Deliverable(s):

Deliverables to be provided by Selected Proposer and Project Team to PDC for the tasks and activities described in this section include (due May 15, 2009):

- Development program showing proposed uses, location of those uses, and quantities of those uses expressed in approximate square footages
- Building envelopes, showing approximate scale and massing of the proposed buildings and including integration of permanent streetcar alignment
- Site plans and elevations showing the location of structures, streets, parking (if any), streetcar, open spaces/southbound streetcar station and plaza, construction type and preliminary materials
- Plan to obtain the following:
 - o Certification through the LBC
 - o Minimum LEED platinum certification, and
 - o Innovative stormwater and sustainability features, together with any feasibility assessment balancing requirements with Center costs and budget

3. Preliminary Development Budget

With input from the Sustainability Center Team, key **Preliminary Development Budget** tasks and activities include development, evaluation and calculation of the following items:

- Construction Contractor's pre-construction cost estimate including hard costs, general conditions, allowances, contractor fee, contingencies, insurance (liability and builder's risk) and bonding, etc.
- Indirect development costs
- Sources of anticipated public funding (City, PDC, OUS, other) and/or private financing
- Sources of alternative and innovative financing, including available tax credits

Deliverable(s):

Deliverables to be provided by Selected Proposer and Project Team to PDC for the tasks and activities described in this section include (due May 15, 2009):

- Development pro forma including direct and indirect costs, project funding sources, and any operating income and expense assumptions. The budget should include an itemized budget of costs, known at the schematic design phase, for major component parts, including for specialized materials, equipment and technologies necessary to meet the LEED Platinum and Living Building Standards.
- Report summarizing research and assessment of alternative funding sources

4. Project Schedule

Key **Project Schedule** tasks and activities include the following items:

- Developing a project schedule, including all critical path items for Phase 1 and Phase 2 (such as permitting and land use applications)
- Updating and maintaining project schedule as additional analysis is completed

Deliverable(s):

Deliverables to be provided by Selected Proposer and Project Team to PDC for the tasks and activities described in this section include (due April 30, 2009):

- Preliminary project schedule tied to Scope of Work to be provided to PDC within one (1) week of execution of the Contract awarded from this RFP and approved by Sustainability Center Team
- Updated project schedule to complete all tasks and activities covered in Phase 1
- Broader timeline showing overall anticipated schedule, including Phase 1 and Phase 2 items

PDC reserves the right to modify, add and/or remove certain tasks and activities prior to contract execution; or through equitable amendment to the contract, after contract execution.

B. Project Schedule

Work is expected to be performed and deliverables provided to PDC in accordance with the following schedule. For the purposes of this RFP, all dates are tentative and subject to further review and revision, unless stated otherwise.

PROJECT SCHEDULE	
Tasks, Activities and Deliverables	Estimate Performance Period / Deliverable Due Date
Anticipated Contract Execution Date	On or around March 4, 2009
Review of existing PDC due diligence	March 13, 2009
Determination of additional due diligence	March 20, 2009
Code modification application underway (if requested)	March 20, 2009
Development program (square footage breakdown, massing/site plan/elevations (integrating streetcar and station), plan for Living Building Standards and LEED Platinum designation)	May 15, 2009
Development Budget (costs/uses, partner financing sources, alternative funding sources)	May 15, 2009
Project Schedule (Phase 1 activities, through full development scenario)	May 15, 2009
Anticipated Contract Expiration Date	On or around May 31, 2009

The Sustainability Center Team invites Proposers and Project Teams to give their professional opinions regarding whether or not they believe this preferred Scope of Work timeline can be reasonably obtained, and if not, what would be an alternative reasonable timeline.

C. Contract Requirements and Term

The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the “Contract”) with PDC. The terms and conditions that will govern the Contract can be found in Section IX of this RFP, “Standard Contract Terms & Conditions.” PDC reserves the right to modify or supplement the Contract terms and conditions prior to execution of the Contract. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon PDC’s issuance of a Notice to Proceed (NTP) to the Selected Proposer and its Project Team.

The “Not to Exceed” value of the awarded contract will be based on the sum of all proposed costs, including personnel/hours and applicable billing rates as well as reasonable reimbursable expenses, including travel expenses. Contractor’s personnel and reimbursable expenses, up to the Not to Exceed value, will be payable on a time and materials basis, based on the proposed billing rates and reimbursable rate schedules. Any subsequent change of the billing rates, maximum compensation, and/or term will be implemented by written Amendment to the Contract.

D. Contract Budget

PDC’s has budgeted approximately \$250,000 - \$300,000 for the Contract awarded from this RFP (i.e. Phase 1).

E. Resources to be Provided by PDC

In support of the Center, PDC will provide project staff, completed Site due diligence, information and documentation, as available. OUS, P+OSI and LBI will provide technical direction and input.

V. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize the proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the Proposer's understanding of the requirements described in Section IV of this RFP, "Scope of Work." See also Section VI (B) of this RFP, "Instructions to Proposers," for overall proposal preparation and submission directions.

All submittal requirements listed as **"Mandatory"** below must be addressed in sufficient detail in a proposal submitted in response to this RFP. **Proposals that do not address all mandatory submittal requirements of this RFP will be considered non-responsive and will not be evaluated.**

A. Cover Letter

(Submittal Requirement: **Not Scored, but Required**)

In a short (one or two page) cover letter, provide a summary of your proposal. This cover letter should include a brief history of the Proposer's firm, a short biography of the lead or primary person servicing the Sustainability Center Team from the Proposer's firm, identification of the other members of your Project Team, and a brief description of the services Proposer firm and other members of the Project Team propose to provide. Additionally, include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm's primary contact(s) for this RFP, if different. The cover letter should include a statement that the Proposer and Project Team are also willing and able to provide development, design and construction services for Phase 2 of the Center, if deemed feasible as a result of the Feasibility Study.

B. Qualifications and Experience of Proposer Firm and its Project Team

(Mandatory Submittal Requirement: **20 Maximum Points**)

Provide a description of the following:

- a) Proposer's expertise and experience in providing services similar to those described in this RFP and development, design or construction services anticipated to be involved in Phase 2;
- b) The expertise and experience of each other member of Proposer's Project Team and development, design or construction services anticipated being involved in Phase 2.

For this section also include:

- Information about the Proposer and each Project Team member, including name, address, contact information, and the role each firm is expected to play on the Feasibility Study
- Number of years Proposer's firm and each other member of the Project Team has been in operation; number of years, if any, Proposer and its Project Team have been working together to provide development, design, construction, and engineering services
- Brief description of similar projects performed in the past five (5) years that best characterize the Proposer's and its Project Team's capabilities
- Description of the Proposer's and its Project Team's quality assurance and cost control methods in relation to the Scope of Work
- Description of the Proposer's and its Project Team's management and organizational capabilities, particularly with regards to staff and resource

capacity to respond to critical deadlines and complex scope requirements on short notice

- List of similar services the Proposer and its Project Team have provided to other public agencies
- Description of the experience of Proposer and its Project Team working together designing, developing and constructing high performance green buildings, including LEED certification (include an overview of specific green building practices and innovations implemented and environmental performance over time); provide a similar description of any such experience possessed by individual members of the Project Team working independently.
- Description of the experience of Proposer and of each other member of the Project Team with Net Zero energy developments as well as an understanding of and demonstrated capacity to meet the Cascadia Green Building Council Living Building Challenge requirements. Indicate this experience relative to each Living Building Challenge requirement.
- Contribution of Proposer and of each other member of the Project Team to helping build Portland and/or Oregon's sustainability economy

Additionally, list four (4) current or immediate past professional references, for projects of similar depth and scope as described in this RFP, for PDC to contact regarding the capability of Proposer and of each other member of the Project Team to perform the Phase 1 Scope of Work described in this RFP and anticipated Phase 2 work. Please include Proposer's or other Project Team member's company name, a contact person with phone number and email address and a description of the services provided for this reference. References may or may not be contacted at PDC's discretion. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal.

C. Qualifications and Experience of Key Personnel
(Mandatory Submittal Requirement: **20 Maximum Points**)

Provide a short but complete profile of each key individual of Proposer and of each member of the Project Team who will perform specified tasks under a contract rewarded as a result of this RFP—including their education, work history and other pertinent professional qualifications and certifications (**limit: one page per person**). Personnel résumés may be used for this section, but are not required.

For this section, also provide the following:

- Describe the Project Manager's experience with similar projects, including green building experience.
- Provide an organization chart of the proposed Proposer and its Project Team, including descriptions of the roles and relationships of the team members (identifying the lead firm and the partnership or subcontractor status of each member), and if Proposer is a partnership or joint venture, include a copy of a portion of the partnership or joint venture agreement evidencing authority of the Proposer to enter into the contract awarded as a result of this RFP.

Designated key personnel of Proposer and of other members of the Project Team are expected to be available for the duration of the contract as a result of this RFP. In addition, submit a general statement of commitment on behalf of the Proposer and each of the Project Team members regarding availability for Phase 2, if so authorized as a result of the Feasibility Study. Any replacement, substitution and/or addition of designated key personnel shall be subject to the PDC's written approval.

D. Previous Project & Related Work Products

(Mandatory Submittal Requirement: **15 Maximum Points**)

Provide a list of previous project work experience that directly relates to Section IV of this RFP, "Scope of Work." For each such project, provide the following:

- Short summary of project, highlighting scope, other similarities, and innovative project elements related to green building
- Names of Project Team members involved in each project
- Key personnel of Proposer and of Project Team members involved and their responsibilities
- Delivery timeline
- Work products generated
- Ability to meet original cost estimates

Include **no more than five (5)** such previous projects and related work products.

E. Project Approach and Methods

(Mandatory Submittal Requirement: **25 Maximum Points**)

Provide a clear and concise description of the approach and methodology Proposer and its Project Team proposes to use to complete all requirements listed in Section IV of this RFP, "Scope of Work," including Phase 1 work and Phase 2 work.

For the work described in Scope of Work of this RFP, include the following:

- Describe your 1) proposed work tasks and activities; 2) approach and methods that will be used to accomplish these tasks and activities; and 3) specific Project Team members and their key personnel assigned to project tasks and activities
- Describe the proposed Work Product(s) or deliverable(s) that will result from each task or activity
- Identify the time frame estimated to complete each phase of the project. Make specific note if your proposed time estimates vary from the preferred completion dates identified in this RFP, and your professional opinion as to why the proposed time estimate is necessary or advantageous.
- Describe ability of Proposer and its Project Team to meet an anticipated need for flexibility given the iterative process described in Section IV above.
- Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors
- List any Sustainability Center Team resources (staff, materials, access, etc.) that are necessary for Selected Proposer and its Project Team to complete this project

The Sustainability Center Team encourages creativity and innovation for all aspects of the proposed project approach and methodology.

F. Price Proposal

(Mandatory Submittal Requirement: **10 Maximum Points**)

Propose the cost to complete the Phase 1 work and requirements as set forth in Section IV of this RFP, "Scope of Work," irrespective of PDC's anticipated cost.

Total estimated cost must include:

- **Hourly rates of each key personnel** of Proposer and of each other Project Team member that will be assigned to perform work under an awarded contract as well as the **estimated number of hours** each key personnel will be expected to complete each task. **A range of hourly rates is not acceptable.**
- Any direct, indirect and **reimbursable expenses**, including travel expenses those of subcontractors. State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage.

To facilitate evaluation, the Price Proposal should be itemized according to the major task headings according to the Scope of Work of this RFP. **Proposers may complete “Exhibit C”, but are not required to.** All unspecified costs shall be borne by Selected Proposer and Project Team.

Travel Expenses. If travel will be required to complete services on a contract awarded from this RFP, provide a summary of such travel. This summary shall include: 1) destination(s); 2) names and/or titles of staff traveling; 3) travel days, plus days onsite; 4) cost per staff and 5) total travel cost. If awarded a contract from this RFP, Selected Proposer and Project Team must receive prior written authorization from PDC for all such travel. Except for meals, Selected Proposer and Project Team shall provide PDC with receipt copies of all travel expenses for which reimbursement is sought. PDC will reimburse Selected Proposer and Project Team travel expenses only when such travel is essential to the normal discharge of Selected Proposer and Project Team’s obligations on an awarded contract. Selected Proposer and Project Team shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. Proposed travel expenses shall be limited in the following manner:

- Airfare shall be calculated at the most cost-efficient round-trip coach rate;
- Rental vehicles shall be limited to economy or compact-sized rented vehicles;
- Hotel stay shall be at moderate standard room rate;
- Meals and incidental expenses shall be calculated using the current [GSA per diem rate](#) for Portland, Oregon.

Escalation of Contract Pricing. All pricing shall be protected for the first twelve (12) month period of an awarded contract. Requests for changes to contract pricing shall only be considered on an annual basis and shall be subject to PDC approval. Requests for contract pricing change(s) shall only be proposed in proportion to increases in the Selected Proposer and Project Team’s costs for the contracted positions and must be submitted in writing to the PDC contract manager no less than forty-five (45) days prior to the anniversary date of the contract. Such requests must include documentation that clearly demonstrates increased costs to the Selected Proposer and Project Team that are verifiable. If the request is approved, the parties will agree to the approved price increase by a written Amendment to the Contract. The price increase will be effective once the Amendment has been executed by both parties.

G. Promotion of M/W/ESB Firms in Subcontracting Opportunities
(Mandatory Submittal Requirement: **10 Maximum Points**)

PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (collectively, “M/W/ESB firms”) in order to promote their economic success and growth. PDC values, supports and nurtures diversity and encourages any firm contracting with PDC to do the same. All Proposers shall address the following in their proposal:

- Provide a narrative description of Proposer's and its Project Team members' *past* experience in promoting participation of M/W/ESB firms as partners, subcontractors and/or suppliers on previous contracts. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- Provide a description of Proposer's and its Project Team members' *proposed and future efforts* in promoting utilization of M/W/ESB firms, including your plan to include any M/W/ESB firms as subcontractors on the Contract awarded from this RFP.

All Proposers are encouraged to do one or more of the following to learn more about the M/W/ESB firms:

- a) View the [OMWESB website](#) for a list of State of Oregon OMWESB-certified firms;
- b) Attend the Oregon Association of Minority Entrepreneurs ("OAME") Architects, Engineers, Professional & Technical (AEPT) meeting. For more information, see [OAME's website](#);
- c) Contact John Classen at (503) 823-3637 on the M/W/ESB Team for PDC or visit [PDC's M/W/ESB website](#) to learn more about some of the community resources available to assist you in identifying potential subcontractors or subconsultants for your team.

H. **Proposer Certification**

(Submittal Requirement – **Not Scored, but Required**)

Please read, detach, sign and return Section X of this RFP, "Proposer Certification," with your proposal.

Summary of Submittal Requirements & Evaluation Criteria

Evaluation Criteria (Mandatory Requirements)

1. Qualifications and Experience of Proposer Firm and its Project Team	20 Points
2. Qualifications and Experience of Key Personnel	20 Points
3. Previous Project & Related Work Products	15 Points
4. Project Approach and Methods	25 Points
5. Price Proposal	10 Points
6. Promotion of M/W/ESB Firms in Subcontracting Opportunities	10 Points

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Total: 100 Points

Other Submittal Requirements

6. Cover Letter	Not Scored, but Required
7. Proposer Certification	Not Scored, but Required

VI. INSTRUCTIONS TO PROPOSERS

All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically outlined in this RFP, or a subsequent contract entered into, shall be governed by PDC's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

- A. **Reservation of Rights:** PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality of any proposal; and to obtain references regarding any Proposer's past performance from any source. Neither issuance of this RFP, nor evaluation of any or all proposals, obligates PDC to award a contract from this RFP.
- B. **Proposal Preparation and Submission Instructions:** Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate the Proposer has a thorough understanding of the needs of the project described in this RFP.
- Proposers shall submit **ONE (1) ORIGINAL** proposal; **ten (10) color photocopies** of the same pages; and **one (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word, which must be received by PDC no later than the "Proposal Due Date and Time" at the location listed above. **The original proposal must bear an original ink signature and shall be marked "ORIGINAL."**
 - Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all such package(s) or envelope(s) must be **clearly marked with the RFP Solicitation Number, the name of the Solicitation Coordinator and the date and time proposals are due.** PDC shall not be liable for any lost, late or improperly marked proposals.
 - Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
 - Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired.
 - In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. **Do not use ring binders, section dividers or any other materials which cannot be easily recycled.** Double-sided printing is preferred.
- C. **Preparation Costs:** PDC shall not be responsible for any costs incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.
- D. **Pre-Proposal Meeting:** An optional, but recommended, Pre-Proposal Meeting will be held on **January 23, 2009 at 1:30 PM** (Pacific Time) at PDC offices at 222 NW 5th Avenue (first floor conference room), Portland, Oregon. Proposers and their Project Team members or their representatives are strongly encouraged to attend this Pre-Proposal Conference. Comments and questions about the Scope of Work, project deliverables or project schedule that appear in Section IV of this RFP will be solicited at the conference. PDC and the Sustainability Center Team may offer oral comments or responses to

questions raised at the meeting, but such comments or responses shall not modify the terms of the RFP, Scope of Work, or contract terms and conditions resulting from this RFP. In the event that PDC determines that formal clarification of or changes to the RFP, Scope of Work or contract terms and conditions are warranted, PDC will issue a written Addendum to this RFP. Upon arrival, all attendees must sign-in with PDC security at the building entrance.

- E. Requests for Clarification or Change:** All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFP or a contract awarded from this RFP, must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for clarification or change must be received **no later** than the Deadline for Proposer Questions/Requests for Change listed in Section II of this RFP, "Schedule of Solicitation and Contract Award Events."

Requests for clarification or change of this RFP may be sent by mail, email or fax to the Solicitation Coordinator identified above and must contain the following:

- RFP Solicitation Number and Title;
- RFP Specification (or contract or insurance provision) being questioned;
- Date of request for change or clarification (*not later than the date to submit a request for clarification or change*);
- Request for change or clarification.

PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to vendor submitted questions and other addenda will be posted under the appropriate solicitation on the PDC website under [RFPs/RFOs and Bid Openings](#).

Note: It will be the responsibility of all parties interested in this RFP to refer frequently to PDC's "[RFPs/RFOs and Bid Opportunities](#)" website to check for any available opportunities and addendum to this or other contract opportunities, up to the solicitation closing time. PDC may make an effort to notify interested parties of any addenda issued for this RFP, but PDC is not responsible to notify interested parties by email or by any other means in the event an Addendum is issued by PDC.

- F. Changes to this RFP Document:** Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFP will be issued in the form of a written Addendum to this RFP. Unless otherwise stated, Proposers are not required to return Addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Addendum into their final proposal. Failure to do so may cause the Proposer's proposal to be rejected.

Regardless of statements made at any mandatory or non-mandatory pre-proposal conference or meeting for this RFP (if applicable), or during any other contact with PDC staff, Proposers are cautioned that this RFP will change **only** if confirmed by a written Addendum to this RFP.

- G. Restrictions on Communication:** After this RFP has been issued and before an ensuing Contract has been executed, all questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract must be directed to the Solicitation Coordinator identified herein.

- H. Prohibition of Lobbying in Support of Proposals:** After this RFP has been issued and before any contract has been awarded, Proposers are cautioned not to undertake any

activity or action to promote or advertise their proposals except upon invitation by PDC in a formal interview; or to make any direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members or other PDC employees not specifically identified in this RFP. Doing so may be cause for proposal rejection.

- I. Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract awarded from this RFP, upon PDC's finding that it is in the public interest to do so.
- J. Recycled Products:** Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this RFP.
- K. Public Records and Disclosure:** All proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of proposals for which the Proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" must meet the requirements of ORS 192.501(2).

All such section in a proposal must be clearly marked with the following:

**"This data constitutes a trade secret under ORS 192.501(2), and
shall not be disclosed except in accordance with Oregon Public
Records Law, ORS Chapter 192."**

If an entire proposal is marked "Confidential," at PDC's sole discretion, such a proposal may be rejected as non-responsive. PDC shall not be liable for the disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFP is otherwise cancelled, proposals and evaluation results will not be made a part of the public record until after the evaluation process is complete and PDC has issued its Notice of Intent to Award.

- L. Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the submittal requirements contained in this RFP and PDC is under no obligation to request such information if it is not included within the Proposer's proposal. However, PDC reserves the right to request individual Proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the Proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
- M. Proposer Offer, Withdrawal and Modification:** By submitting a proposal in response to this RFP, Proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and Proposer. A proposal may not be withdrawn or modified during this period unless agreed to by PDC in writing. However, Proposers may request their proposal be withdrawn or modified, provided the Proposer submits a written withdrawal or modification request to the Solicitation Coordinator for this RFP and does so prior to the date and time proposals are due.
- N. Investigation of References:** PDC reserves the right to investigate references, the financial capacity, credit history and the past performance of any Proposer and members of the Project Team, including service(s) provided to PDC, with respect to Proposer's and the Project Team's successful performance on other projects; compliance

with specifications and contractual obligations; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference that may be discovered, including information based upon PDC's experience, in evaluating any proposal. PDC may postpone issuance of a Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any proposal at any time prior to PDC's execution of a Contract in the event a Proposer's reference checks prove unsatisfactory.

- O. Method of Evaluation:** After PDC opens all timely-received proposals, unless this RFP is otherwise canceled, PDC and an Evaluation Committee with partner representatives will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed submittal procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. Evaluation will be based on the written information submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the Proposers to determine the "finalist Proposer(s)." Finalists will be those highest-ranked responsive Proposers after evaluation.

PDC will invite up to three finalist Proposer(s) to interview with PDC staff and the Evaluation Committee, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of finalist Proposer(s) to the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with PDC and the Evaluation Committee within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC reserves the right to rescore the finalist Proposers or to use the original scores solely as the basis to determine the finalist Proposer(s).

- P. Selection Process and Notice of Intent to Award:** PDC reserves the right to select for contract award the Proposer that offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, convenience and service to PDC.

After completion of the evaluation summary, PDC will name an apparent successful Proposer and issue a "Notice of Intent to Award" a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to contract award. All competing Proposers will be notified of PDC's Intent to Award in writing, the identity of the apparent successful Proposer and will be given seven (7) calendar days to review the solicitation file and evaluation summary at the PDC office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP.

- Q. Protest of Selection Process.** Any protest of PDC's selection process must be submitted in writing to the PDC Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of issuance of the Notice of Intent to Award. The protest letter and envelope must be clearly marked with Proposer's name, the corresponding solicitation number and identified as an "RFP Protest." The Proposer's written protest must specify the legal, procedural and/or factual grounds upon which the protest is based and a statement of relief requested. The judgment used in proposal scoring by individual evaluators is not grounds for protest. Protests not asserted or not properly asserted within the timelines described herein shall be deemed waived by the protester.

- R. Negotiable Terms and Conditions:** After PDC has issued its Intent to Award and resolved all protest matters, PDC and OUS reserve the right to enter into limited negotiations with the apparent successful Proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that all such negotiations shall be minimal and should be expedited and completed by the anticipated Contract Execution Date, as set forth in Section II of this RFP, "Schedule of Solicitation and Contract Award Events." This time period may be extended at the sole discretion of PDC. If PDC and OUS, collectively and in their sole discretion, determine that such negotiations have reached impasse, PDC and OUS reserve the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer.

VII. INSURANCE REQUIREMENTS

Prior to contract execution, Selected Contractor will be required to furnish proof of the following types of insurance:

- A. Commercial General Liability (CGL)** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contractor. Additionally, **"The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees"** shall be named as Additional Insured with respect to the contractor's services to be provided under the contract. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
- B. 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.
- C. Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.
- D. Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of insurance listing the "Portland Development Commission" at 222 NW 5th Avenue; Portland, OR 97209 as a certificate holder. The certificate(s) shall provide that Selected Contractor's insurance shall not be terminated or cancelled without thirty (30) days prior written notice to PDC. Insuring companies or entities are subject to PDC's acceptance and must be licensed to provide insurance in the State of Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or PDC shall not contribute to it.

VIII. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC by Selected Contractor under an awarded contract shall be in electronic format on CD-ROM, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (ex. Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations);
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF documents suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft, interim and final documents shall be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document.

IX. STANDARD CONTRACT TERMS & CONDITIONS

The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the "contract") with PDC. The terms and conditions set forth in this Section IX will govern the contract. PDC reserves the right to modify any term or condition of the contract prior to execution and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the Selected Contractor. **Proposers who take objection to any of the following terms and conditions must raise those objections, in writing, to the Solicitation Coordinator for this RFP** and do so by the Deadline for Proposer Questions/Request(s) for Change(s) listed in the Section II of this RFP, "Schedule of Solicitation and Contract Award Events."

1. Access to Records

The Contractor shall maintain, and the Portland Development Commission ("Commission" or "PDC") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2. Audits

(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.

(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1 of the contract) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Maximum Compensation and Payment; Sufficient Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

(a) The Commission and the Contractor, by mutual written agreement, may terminate this contract at any time.

(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.

(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.

(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Commission shall have the right to assign, and Contractor consents to the Commission's assignment of, the contract to other Sustainability Center Team members, including all rights, benefits, warranties, obligations and Work Product granted or created under the contract. Contractor agrees to execute and deliver to other Sustainability Center Team members any documentation the Commission shall reasonably require to evidence Contractor's consent to the assignment.

9. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, OUS, and each of their respective officers, agents, members and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

10. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, OUS, and each of their respective officers, agents, members and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

11. Representations and Warranties

(a) Standard of Care

If Contractor's services involve design, engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional architects, engineers or consultants, respectively, performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

12. Insurance

Section VII in this RFP is hereby referenced and made a part of this contract.

13. Ownership of Work Products

All work products of the Contractor which result from this contract are the exclusive property of the Commission, subject to section 8.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. Counterparts

This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

16. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

17. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. Waiver

The failure of the Commission to enforce any provision of this contract shall not constitute a waiver by the Commission of that or any other provision.

19. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this contract.

21. Governing Law, Venue and Consent to Jurisdiction

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendments

The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor; provided, however, that the Commission shall not amend the contract without the prior written consent of OUS.

23. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

24. Prohibited Interest

(a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

(c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

(a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.

(b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.

(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

26. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) The Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.

(c) As required by ORS 279B.230, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

27. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

28. Key Personnel

The Contractor agrees to utilize the key personnel of Contractor and Project Team members identified in Contractor's response to submittal requirements in RFP Section V.C in the performance of the services for the Project. In addition to the full names, titles/positions and a summary of the duties and services to be performed by the key personnel of Contractor and Project Team members that are included in Contractor's response to the RFP, the Contractor agrees to promptly provide such additional information on the professional background of each of the assigned personnel as may be requested by the Commission. The Contractor acknowledges that the Commission's award of this contract to the Contractor was made on the basis of the unique background and abilities of the key personnel of Contractor and Project Team members originally identified in the Contractor's proposal. Therefore, the Contractor specifically understands and agrees that any attempted substitution or replacement of a key person of Contractor or a Project Team member, without the written consent of the Commission, shall constitute a material breach of this contract; provided, however, that the Commission shall not agree to such substitution or replacement without the prior written consent of OUS. In the event that key

personnel of Contractor and Project Team members become unavailable at any time, Contractor or its Project Team Members shall replace the key personnel with personnel having substantially equivalent or better qualifications than the key personnel being replaced, as confirmed and approved by Commission. Similarly, the Contractor shall remove any individual from the Project if so directed by Commission in writing following discussion with the Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement. **The Contractor represents and warrants that the key personnel of Contractor and Project Team members identified in Contractor's response to submittal requirements relating to key personnel in RFP Section V.C are fully licensed and/or registered to perform the particular services assigned to them on the Project.**

39. Time is of the Essence

Time is of the essence of this contract.

X. SUSTAINABILITY CENTER TEAM

A. Portland Development Commission

For five decades the Commission has played a key role in keeping Portland one of America's most livable cities. Created by City of Portland voters in 1958 and operating as a special purpose government, PDC brings together resources to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, quality jobs and housing for all.

PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, project management, economic and community development, architecture, law, communications and other functions to meet our strategic objectives in three program areas:

1. Revitalization. PDC plays a key role in stimulating and supporting physical and economic development of the industrial, commercial and neighborhood districts throughout Portland in order to improve livability and expand opportunities for affordable housing and quality jobs. This is accomplished by assembling underused property and making it available for private developments; funding and oversight of new infrastructure (e.g., roads, transit, parks) as well as providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives.

2. Housing. PDC administers a variety of housing development and finance programs to help meet Portland's housing goals of providing a diversity of affordable housing types throughout the City that help support broader area and neighborhood development objectives, as well as accommodate a growing population.

3. Jobs. PDC is responsible for developing and implementing strategies and programs that facilitate retention, growth and diversification of businesses in the City that offer quality jobs. PDC offers a variety of technical and financial assistance programs to attract new businesses to the City, as well as retain and support expansion of existing businesses.

In carrying forward our mission over the years, PDC has played a major role in some of Portland's most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Classical Chinese Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail.

In neighborhoods throughout the City, PDC has assisted over 14,000 homeowners repair or purchase their homes over the past 30 years, and provides financing for over 2,000 units of affordable rental housing annually.

In the past five years, PDC economic development programs have helped create or retain more than 10,300 jobs and various business loan programs have assisted more than 400 local business owners.

B. Portland + Oregon Sustainability Institute

The Portland + Oregon Sustainability Institute (“P+OSI”) is a new initiative led by Mayor-elect Sam Adams, Commissioner Dan Saltzman, the Portland Office of Sustainable Development (“OSD”) and PDC to create a center of excellence to promote sustainable development practices and sustainable business development. P+OSI's mission is to shape, accelerate and measure a coherent sustainability agenda for the City of Portland and the region focused on the following: growing the green job market, developing and advocating for sustainability public policy, promoting Portland as a "living laboratory" of sustainability through catalytic projects, and positioning Portland and Oregon as an international leader in sustainability through partnerships with "best in class" academic institutions and leadership cities.

C. Oregon University System

The Oregon University System (“OUS”) is a state agency that reports directly to the Oregon State Board of Higher Education (“OSBHE”). The OUS is led by a Chancellor who serves as the agency head for the Department of Higher Education, the budgetary name for the OUS and as agency head, and may be invited to serve in the Governor's Cabinet. The Chancellor is entrusted to carry out the policies of the board and act as its administrative officer.

OUS is comprised of the Chancellor’s Office and seven institutions as outlined below:

Eastern Oregon University (“EOU”): EOU was founded in 1929 as a teachers college and today serves its regional mission through programs in the liberal arts; professional programs in business, education, and community service; and cooperative programs in agriculture and nursing. EOU is located in La Grande, Oregon.

Oregon Institute of Technology (“OIT”): OIT, the Pacific Northwest’s only polytechnic institution, was founded in 1947 and serves the state with programs in business, engineering and health technologies, and a cooperative program in nursing. OIT is located in Klamath Falls, Oregon.

Oregon State University (“OSU”): OSU, one of only two universities in the country to hold land, space, sea, and sun grant designations, was founded in 1858 and provides programs in the liberal arts and sciences, and professional programs in agricultural sciences, business, education, engineering, forestry, health and human sciences, oceanography, pharmacy, and veterinary medicine. OSU is located in Corvallis, Oregon. OSU-Cascades Campus, in Bend, Oregon, opened in Fall 2001 as a branch campus on the site of its major partner, Central Oregon Community College.

Portland State University (“PSU”): PSU located in downtown Portland, Oregon is an urban university founded in 1946 and offers liberal arts and sciences programs and professional programs in business, education, engineering, health, performing arts, social work, and urban and public affairs.

Southern Oregon University (“SOU”): SOU located in Ashland, Oregon was founded in 1882 and provides liberal arts and sciences programs; professional programs in business, education, and performing arts; and a cooperative program in nursing.

University of Oregon (“UO”): UO was founded in 1876 and is a major liberal arts and sciences university with professional programs in architecture and allied arts, business, education, journalism, law, music and performing arts, and planning and public policy. UO is located in Eugene, Oregon.

Western Oregon University (“WOU”): WOU was founded in 1856 as a teachers college and provides programs in liberal arts and sciences and professional programs in education, business, and public services. WOU is located in Monmouth, Oregon.

D. Living Building Initiative (“LBI”) Members

LBI is a non-profit corporation representing a consortium of organizations that support sustainable development through environmental advocacy, energy conservation, and social enhancement programs. The purpose of LBI is to:

1. **Support Development of a Living Building in Portland:** LBI supports the Living Building Challenge established the Cascadia Region Green Building Council and supports forming partnerships and coalitions that would result in the development of multiple living buildings in Portland.
2. **Promote Participation and Occupancy in the Living Building:** LBI is prepared to serve as a coordinator representing member organizations in securing agreements for leases and purchase of space in a living building in Portland.
3. **Coordinate Fundraising and Donations:** LBI will coordinate fundraising activities for its member organizations to assure affordability of the facilities developed on behalf of members.
4. **Create a Sustainability Legacy:** LBI represents a number of member organizations and actively seeks to form partnerships and coalitions to advance development of living buildings in Portland through the formation of institutes, joint ventures, and other mechanisms that advance awareness of environment stewardship and affirms Portland’s leadership role in the sustainability arena. The living building is to foster a ‘living laboratory’ model that engages clean tech and sustainability professionals, the public, students, universities, agencies, and stakeholders in highly collaborative fashion that serves a national model and creates a legacy for the City of Portland.

List of LBI members:

1000 Friends of Oregon: Dedicated to enhancing the quality of life for Oregonians by building livable urban and rural communities, protecting family farms and forests, and conserving natural and scenic areas

Bus Project: Dedicated to engaging new voters and leaders for progressive change in Oregon

Coalition for a Livable Future: Dedicated to creating an economically, socially, and environmentally healthy future through cooperation between cities, towns, and counties in the Portland region

Community Health Partnership: Dedicated to improving health in Oregon through advocacy and support of effective public health policy and activities

Conservation Services Group: Dedicated to protecting the environment, making buildings safer, and creating sustainable industry by creating programs for energy efficiency and renewable energy

Earth Advantage: A premier sustainability program provider working with builders and developers to bring energy efficient, sustainable, and healthy homes to the market

Energy Trust of Oregon: Energy Trust of Oregon, Inc is charged by the Oregon Public Utility Commission (“OPUC”) with investing in cost-effective energy conservation, helping to pay the above-market costs of renewable energy resources, and encouraging energy market transformation in Oregon.

Friends of the Columbia Gorge: Dedicated to protecting the scenic, natural, cultural, and recreational resources within the Columbia River Gorge National Scenic Area

Green Building Services: Works with building professionals to implement environmentally sustainable building projects

Oregon Environmental Council: Works with individuals, organizations, and elected officials to create change that safeguards health and promotes sustainability in Oregon

Oregon League of Conservation Voters (“OLCV”): Dedicated to educating voters about how their legislators vote on environmental issues and holding these legislators accountable

Oregon Natural Step Network: Supports organizations in using The Natural Step framework for sustainability to reduce their impact on the environment while increasing efficiency

Oregon Hunger Relief Task Force: Works with partners throughout Oregon to end hunger by promoting community awareness, compiling research, developing proposals, and conducting outreach for federal nutrition programs

Portland Energy Conservation, Inc. (“PECI”): Dedicated to helping everyone use energy more efficiently through education and incentive programs for sustainable projects

River Network: Dedicated to improving the quality of freshwaters by helping people understand, protect, and restore rivers and their watersheds

Technical Assistance for Community Services (“TACS”): helps nonprofits by facilitating connection and collaboration as well as sharing knowledge, skills, and resources

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XI. PROPOSER CERTIFICATION

**Each Proposer must read, agree to and sign this section.
Failure to do so may be grounds for proposal rejection.**

RFP 08-23: Development Feasibility Analysis – Sustainability Center

1. The undersigned acknowledges receipt of Addenda Numbers ____ through ____ or N/A.
2. If selected to go to contract, prior to contract execution, Proposer shall: 1) be a legal entity that is [registered to transact business in the State of Oregon](#); 2) obtain a [City of Portland Business License](#); 3) be certified as an [Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 4) provide adequate proof of insurance, as set forth in Section VII of this RFP. Proposer and its Project Team members shall obtain and maintain such certification, insurance, accreditation, and license(s) and registration(s) in their area of specialization or expertise that may be required to perform work under an awarded contract for the duration of the contract term.
3. Proposer certifies it is an independent contractor as defined by ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state or federal tax law.
4. Proposer certifies this proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Proposer has not induced any person, firm or corporation to refrain from proposing; and Proposer has not sought by collusion or fraud to obtain for itself any advantage over any other Proposer or over PDC.
5. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to PDC, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer or employee.
6. Proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due.
7. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, specifications, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in this proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Signature: _____ Date of Proposal: _____

Printed Name & Title: _____

Phone Number: _____ Email Address: _____

Proposer's Legal Business Name: _____

Proposer's Mailing Address: _____

Proposer's Federal Tax Identification Number (FEIN): _____

EXHIBIT A. LIVING BUILDING CHALLENGE REQUIREMENTS

Notification

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The Living Building Challenge is a copyrighted document and program owned solely by the Cascadia Region Green Building Council ("Cascadia"). No modifications to this document may be created nor elements of this document used out of existing context without prior written consent. No building or project may claim to reach Living Building status without review and approval by Cascadia.

Cascadia grants substantial limited uses in order to encourage a wide distribution, including the following:

- This particular document may be printed and distributed in its entirety by any organization for the purposes of education adoption of the Challenge. This stipulation does not apply to the User's Guide or other related documents unless expressly specified.
- This document may be e-mailed in PDF form only - without any modifications made - to any individual or organization for the purposes of education or adoption of the Challenge.
- This document may be posted on websites in its entirety and unmodified in PDF form for the purposes of education or to encourage the adoption of the Challenge. However, Cascadia encourages organizations to instead provide a link to Cascadia's Living Building Challenge website at www.livingbuildingchallenge.org in order to maintain access to the most up-to-date version of the document.

Use of this document in any form implies acceptance of these conditions. Cascadia reserves the right to modify and update the Living Building Challenge at its discretion. Organizations distributing copies in digital or printed form are asked to use the latest version.

Authorship

The Living Building Challenge was authored and conceived by Jason F. McLennan prior to joining Cascadia. McLennan serves as the Principal Investigator overseeing the development of the standard and associated tools, together with Cascadia staff Eden Brukman and d Thor Peterson.

Site

Humanity has co-opted enough land; it is time to draw boundaries and declare it enough.

Major Environmental Issues/Petal Intent

The continued outward spread of development and sprawl threatens the few wild places that remain. The decentralized nature of our communities increases transportation impacts and pollution. As flat, prime land for construction diminishes, more and more development tends to occur in sensitive areas that are easily harmed or destroyed. Invasive species threaten ecosystems, which are already weakened by the constant pressure of existing development. The intent of this Petal is to clearly articulate where it is acceptable to build and how to protect and restore a place once it has been developed and degraded.

Ideal Conditions and Current Limitations

The Living Building Challenge envisions a moratorium on the seemingly never-ending growth outward and a focus on compact, connected communities, which is an inherent conservation tool for the natural resource systems that support human health. As previously disturbed areas are restored, the trend is reversed and nature's functions are invited back into a healthy interface with the built environment.

Prerequisites

Prerequisite One – Responsible Site Selection

You may not build on the following locations:

On or adjacent to sensitive ecological habitats¹ such as:

- wetlands²: maintain at least 50-feet, and up to 225-feet³ of separation
- primary dunes⁴: maintain at least 120-feet of separation
- old growth forest⁵: maintain at least 200-feet of separation
- virgin prairie⁶: maintain at least 100-feet of separation

Prime farmland⁷

Within the 100 year flood plain⁸

¹ Increased setbacks may be appropriate on specific sites. The following are minimum distances to property line boundaries. For the definition of Sensitive Ecological Habitats and other terms used herein, refer to the Glossary in the User's Guide.

² Unless the building's purpose is related to wetland protection or interpretation.

³ Minimum buffer widths vary, depending on the wetland classification. See the User's Guide for more information. Also see the wetland Considerations factsheet for King County, Washington: www.metrokc.gov/ddes/cao/#factsheets.

⁴ Unless the building's purpose is related to primary dune protection or interpretation and demonstrates that the site's ecological systems are not disturbed.

⁵ Unless the building's purpose is related to forest protection or interpretation and demonstrates that the site's ecological systems are not disturbed.

⁶ Unless the building's purpose is related to prairie protection or interpretation and demonstrates that the site's ecological systems are not disturbed.

⁷ Unless the building is related to farming or is a working farm/farmhouse.

⁸ Unless part of an existing historic community core developed prior to 1945, or a location classified by Walk Score (www.walkscore.com) with a minimum rating of 70. For more information, refer to the User's Guide.

Prerequisite Two – Limits to Growth

Projects may only be built on greyfield or brownfield⁹ sites that have been previously developed¹⁰ prior to December 31, 2007. Project teams must document conditions prior to start of work.

Prerequisite Three - Habitat Exchange

For each acre of development, an equal amount of land must be set-aside for at least 100 years as part of a habitat exchange¹¹.

Energy

A living building relies solely on current solar income.

Major Environmental Issues/Petal Intent

The majority of energy generated today is from unsustainable sources including coal, gas, oil and nuclear energy. Large-scale hydro, while inherently cleaner, brings widespread damaging ecosystem impact. The effects of these energy sources on regional and planetary health is becoming more and more evident, with climate change being the most worrisome of major global trends due to human activity. The intent of this prerequisite is to signal a new age of design, whereby all buildings rely solely on renewable forms of energy and operate year in and year out in a pollution-free manner. Since renewable energy sources are inherently more expensive than energy efficiency measures, efficiency as a first step is assumed.

Ideal Conditions and Current Limitations

The Living Building Challenge envisions a safe, reliable decentralized power grid relying completely on renewable energy powering incredibly efficient buildings. The major limitation currently is cost.

Prerequisite Four – Net Zero Energy¹²

One hundred percent of the building's energy¹³ needs supplied by on-site renewable energy¹⁴ on a net annual basis.

⁹ Previously developed sites will be defined in the User's Guide.

¹⁰ Unless the building purpose is related to the protection or interpretation of the virgin land.

¹¹ One acre is the minimum offset amount. Compliance path and acceptable habitat exchange programs will be provided in the User's Guide.

¹² This prerequisite may be attempted using the Scale Jumping design overlay, which endorses the implementation of solutions beyond the building scale that maximize ecological benefit while maintaining self-sufficiency at the city block, neighborhood, or community scale. For more information on Scale Jumping, refer to the User's Guide.

¹³ Must include all electricity, heating and cooling requirements. Back-up generators are excluded. System may be grid-tied or off the grid.

¹⁴ Renewable energy is defined as photovoltaics, wind turbines, water-powered microturbines, methane from composting only, direct geothermal or fuel cells powered by hydrogen generated from renewably powered electrolysis.

Materials

Safe, healthy and responsible for all species.

Major Environmental Issues/Petal Intent

The environmental issues surrounding materials are numerous and include health and toxicity, embodied energy, pollution and resource depletion. The intent of these prerequisites are to remove, from a health and pollution standpoint, the worst known offending materials, and to reduce and offset the environmental impacts associated with the construction process. At the present time it is impossible to gauge the true environmental impact and toxicity of the buildings we create.

Ideal Conditions and Current Limitations

The Living Building Challenge envisions a future where all materials in the built environment are safe and replenishable and have no negative impact on human and ecosystem health. The precautionary principle guides all materials decisions.

There are significant limitations to achieving the level of the Living Building in the materials realm. The biggest limitation is due to the market itself. While there are a huge number of “green” products on the market, there is a shortage of good data that sufficiently backs up manufacturer claims and provides consumers with the ability to make conscious, informed choices. Cascadia recognizes the Pharos Project¹⁵ protocol developed by the Healthy Building Network, University of Tennessee Center for Clean Products and Cascadia as the best framework for evaluating materials and the most progressive tool for consumer benefit. Project teams are encouraged to eliminate all known persistent bio-accumulative toxins (PBTs), carcinogens and reproductive toxicants from their specifications.¹⁶

Prerequisite Five – Materials Red List¹⁷

The project cannot contain any of the following Red List materials or chemicals.¹⁸

Cadmium

Chlorinated Polyethylene and Chlorosulfonated Polyethylene¹⁹

Chlorofluorocarbons (CFCs)

Chloroprene (Neoprene)

Formaldehyde (added)²⁰

Halogenated Flame Retardants²¹

Hydrochlorofluorocarbons (HCFCs)

Lead²²

Mercury²³

Petrochemical Fertilizers and Pesticides²⁴

¹⁵ www.PharosProject.net

¹⁶ For more information see: http://www.healthybuilding.net/healthcare/HCHW-CHD-POP_PBT_list.pdf and <http://www.oehha.ca.gov/prop65.html>

¹⁷ Cascadia has adopted a Red List of materials that we believe should be phased out of production due to health/toxicity concerns. This list will be updated as new science emerges. Due to manifold manufacturing processes, there is a Small Component exception for complex products made from more than ten constituent parts. Small components must be less than ten percent of a product by both weight and volume. Refer to the User's Guide for more information.

¹⁸ It is acceptable to jump one Zone, as defined in Prerequisite 8, if compliant materials or products are not procurable within apportioned Zones. Once a compliant product is available within the Zone as originally designated in this standard, the exception will be removed. Refer to the User's Guide for more information.

¹⁹ HDPE and LDPE are excluded.

²⁰ A temporary exception is made for glulam beams made using phenol formaldehyde. Refer to the User's Guide for documentation requirements.

²¹ Halogenated flame retardants include: PBDE, TBBPA, HBCD, Deca-BDE, TCPP, TCEP, Dechlorane Plus and other retardants with bromine or chlorine.

²² An exception is made for solder and grid-tied solar battery systems only.

²³ A temporary exception is made for low-mercury fluorescent lighting.

²⁴ To attain Living Building status, petrochemical fertilizers and pesticides may not be used for the duration of the certification period or be needed for subsequent operations and maintenance.

Phthalates
 Polyvinyl Chloride (PVC)²⁵
 Wood treatments containing Creosote, Arsenic or Pentachlorophenol

Prerequisite Six – Construction Carbon Footprint²⁶

The project must account for the embodied carbon footprint of its construction through a one-time²⁷ carbon offset tied to the building's square footage and general construction type.²⁸

Prerequisite Seven – Responsible Industry²⁹

All wood must be certified by the Forest Stewardship Council (FSC),³⁰ from salvaged sources, or the intentional harvest of timber onsite for the purpose of clearing the area for construction³¹.

Prerequisite Eight – Appropriate Materials/Services Radius

Source locations for Materials and Services must adhere to the following restrictions³²:
 Weight/Distance List

ZONE	MATERIAL OR SERVICE	MAXIMUM DISTANCE
7	Ideas	12,429.91 miles
6	Renewable Energy Technologies ³³	9000 miles
5	Assemblies that actively contribute to building performance once installed ³⁴	3000 miles
4	Consultant Travel ³⁵	1500 miles
3	Light, low density materials ³⁶	1000 miles
2	Medium Weight and density materials	500 miles
1	Heavy, high density materials ³⁷	250 miles

²⁵ A temporary exception is made for PVC in wiring applications where it is mandated by code or where the Small Component exception applies.

²⁶ This number can be reduced by 50 percent for retrofits of existing buildings, which will be described in the User's Guide.

²⁷ It should be recognized that buildings continue to accrue embodied energy as systems are replaced and repaired over time. It is recommended that additional offsets be purchased at 7-10 year intervals; however, this is not currently a Living Building Challenge requirement.

²⁸ This offset formula will be presented in the User's Guide.

²⁹ Subsequent iterations of this standard will include regulations for other industries as they become available. All regulations referenced must be from independent third party organizations and not funded by the industries themselves.

³⁰ An exception is made for wood in situ in existing buildings undergoing retrofit.

³¹ It is acceptable to jump one Zone, as defined in Prerequisite 8, if compliant materials or products are not procurable within apportioned Zones. Once a compliant product is available within the Zone as originally designated in this standard, the exception will be removed. Refer to the User's Guide for more information.

³² There is a variance for remote locations, such as Alaska, Hawaii and Yukon that modifies the Zone distances as follows: Zone 1 - 1,000 miles, Zones 2 and 3 - 3,000 miles. For all other project locations, it is also acceptable to jump one Zone to comply with either Prerequisite 5 or 7 if compliant materials or products are not procurable within apportioned Zones. Once a compliant product is available within the Zone as originally designated in this standard, the exception will be removed. Refer to the User's Guide for more information.

³³ Defined as wind, solar thermal, photovoltaics or fuel cells – also see footnote 16.

³⁴ Assemblies include products that contribute to the successful attainment of the Energy and Water Petals over time, such as high performance windows, mechanical equipment and decentralized water systems. Refer to the User's Guide for a complete listing and rationale of this Zone distinction.

³⁵ Applies only to major project team members including the architect of record, mechanical, electrical, plumbing and structural engineers of record. A temporary exception is made for specialty consultants, who may travel up to 3000 miles.

³⁶ The scale for weight designations will be in the User's Guide. The Small Component exception for complex products may apply - see Footnote 19.

³⁷ There is an exception for metal products (such as steel, aluminum and its alloys, copper, and nickel) that typically are composed from globally-sourced recycled content. Fabrication of these products must be domestic and within Zone radius per density class. Refer to the User's Guide for more information.

Prerequisite Nine Leadership in Construction Waste

Construction Waste must be diverted from landfills³⁸ to the following levels:

MATERIAL	MINIMUM Diverted/Weight
Metals	95%
Paper and Cardboard	95%
Soil, and biomass	100%
Rigid Foam, carpet & insulation	90%
All others - combined weighted average ³⁹	80%
Asphalt	
Concrete and concrete masonry units (CMUs)	
Brick, tile and masonry materials	
Untreated lumber	
Plywood, oriented strand board (OSB) and particle board	
Gypsum wallboard scrap	
Glass	
Plumbing fixtures	
Windows	
Doors	
Cabinets	
Architectural fixtures	
Millwork, paneling and similar	
Electric fixtures, motors, switch gear and similar	
HVAC equipment, duct work, control systems, switches	

Hazardous materials in demolition waste, such as lead-based paint, asbestos, and polychlorinated biphenyls (PCBs), are exempt from percentage calculations.

³⁸ Diverted waste includes those that are: recycled, reused, salvaged or composted. Incineration is not permitted.

³⁹ Weighted average is lower to account for lack of diversion markets in certain jurisdictions.

Water

A Living Building is water independent.

Major Environmental Issues/Petal Intent

Scarcity of clean potable water is quickly becoming a serious issue in many countries around the world. Most regions of the United States and Canada have avoided the majority of these limitations and problems to-date due to the presence of abundant fresh water, but highly unsustainable water use patterns and the continued draw-down of major aquifers portend significant problems ahead. These prerequisites realign how people use water in the built environment, so that water is respected as a precious resource.

Ideal Conditions and Current Limitations

The Living Building Challenge envisions a future whereby all buildings are designed to harvest sufficient water to meet the needs of occupants, while respecting the natural hydrology of the site, the water needs of neighbors and the ecosystem it inhabits. Indeed, water can be used and purified and then used again. Currently, such practices are often illegal due to health code regulations in North America, which arose precisely because people were not properly safeguarding the quality of their water. Therefore, reaching the ideal for water use presently is dependent on what is allowable by code.

Prerequisite Ten – Net Zero Water⁴⁰

100 percent of occupants' water use⁴¹ must come from captured precipitation or closed loop water systems that account for downstream ecosystem impacts and that are appropriately purified without the use of chemicals⁴².

Prerequisite Eleven – Sustainable Water Discharge

One hundred percent of storm water and building water discharge must be managed⁴³ on-site and integrated into a comprehensive system to feed the project's demands.

⁴⁰ This prerequisite may be attempted using the Scale Jumping design overlay, which endorses the implementation of solutions beyond the building scale that maximize ecological benefit while maintaining self-sufficiency at the city block, neighborhood, or community scale. For more information on Scale Jumping, refer to the User's Guide.

⁴¹ There is an exception for water that must be from potable sources due to local health regulations, including sinks, faucets and showers but excluding irrigation, toilet flushing, janitorial uses and equipment uses. However, due diligence to comply with this prerequisite must be demonstrated through filing an appeal(s) with the appropriate agency (or agencies).

⁴² An exception is made for an initial water purchase to get cisterns topped off. A Living Building only buys water once.

⁴³ Acceptable onsite stormwater management practice will be defined in the User's Guide.

Indoor Quality

Maximize health, minimize impact.

Major Environmental Issues/Petal Intent

Most buildings provide far less than ideal conditions for maximum health and productivity. As comfort decreases, environmental impact often increases, as people find inefficient and wasteful solutions to improve their physical environment. The intent of these prerequisites is not to address all of the potential ways that an interior environment could be compromised, but to focus on best practices to create a healthy interior environment.

Ideal Conditions and Current Limitations

The Living Building Challenge envisions an indoor environment that enhances physical and emotional well being. However, it is difficult to ensure that these places will remain vibrant for people - especially over time - as sensory aspects such as air quality, thermal control and visual comfort can easily be compromised in numerous ways. Further, it is difficult to insure optimal conditions due to the unpredictable nature of how people operate and maintain a building.

Prerequisite Twelve – A Civilized Environment

Every occupiable space must have operable windows⁴⁴ that provide access to fresh air and daylight⁴⁵.

Prerequisite Thirteen – Healthy Air: Source Control

All buildings must meet the following criteria:

- Entryways must have an external dirt track-in system and an internal one contained within a separate entry space.⁴⁶

- All kitchens, bathrooms, copy rooms, janitorial closets and chemical storage spaces must be separately ventilated.

- All interior finishes, paints and adhesives must comply with SCAQMD 2007/2008 standards⁴⁷. All other interior materials such as flooring and case works must comply with California Standard 01350 for IAQ emissions⁴⁸.

- The building must be a non-smoking facility.

Prerequisite Fourteen – Healthy Air: Ventilation

The building must be designed to deliver air change rates in compliance with California Title 24 requirements.

⁴⁴ There are exceptions for spaces where the absence of daylight is critical to the performance of the space (such as a theatre) or where operable windows could pose a health risk (such as laboratory spaces with fume hoods where air flow could be compromised). A list of exempt spaces is in the User's Guide.

⁴⁵ Minimum requirements for window sizes and placement relative to interior spaces and program are defined in the User's Guide.

⁴⁶ Acceptable Dirt track in systems are defined in the User's Guide.

⁴⁷ South Coast Air Quality Management District <http://www.aqmd.gov/>

⁴⁸ Based on Title 24 requirements at the time of construction.

Beauty & Inspiration

A Living Building tells a story.

Major Environmental Issues/Petal Intent

As a society we are often surrounded by ugly and inhumane physical environments. If we do not care for our homes, streets and offices then why should we extend care outward to our farms, forests and fields? When we accept billboards, parking lots and strip malls as being aesthetically acceptable, in the same breath we accept clear-cuts, factory farms and strip mines. The Living Building Challenge recognizes the need for beauty as a precursor to caring enough to preserve, conserve and serve the greater good.

Ideal Conditions and Current Limitations

The Living Building Challenge envisions designs that elevate our spirits. Mandating beauty is, by definition, an impossible task. And yet, the level of discussion and, ultimately, the results are elevated through attempting difficult but critical tasks. In this Petal, the prerequisites are based merely on genuine efforts. We do not begin to assume we can judge beauty and project our own aesthetic values on others. But we do want to understand people's objectives and know that an effort was made to enrich people's lives with each square foot of construction on each project. This intentionality must carry forth into a program for educating the public about the environmental qualities of their Living Building.

Prerequisite Fifteen – Beauty and Spirit

The project must contain design features intended solely for human delight and the celebration of culture, spirit and place appropriate to the function of the building.

Prerequisite Sixteen – Inspiration and Education

Educational materials about the performance and operation of the project must be provided to the public⁴⁹ to share successful solutions and to motivate others to make change. Non-sensitive areas of the building must be open to the public at least one day per year, to facilitate direct contact with a Living Building.

⁴⁹ Sample educational materials tailored to building occupancy will be provided in the User's Guide.

EXHIBIT B. SITE AND AREA IMAGES

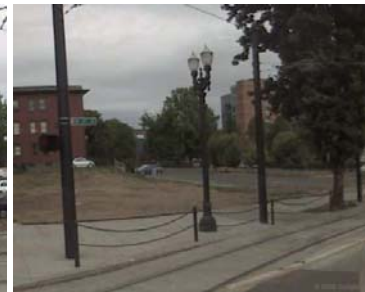


*Looking north into Central
Business District (CBD)*



River

Looking east to Willamette



Property images

EXHIBIT C. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal Worksheet ("Worksheet") to propose their hourly rates and maximum not-to-exceed cost of services for Phase 1 work described in Section IV of this RFP. If Proposers choose not to complete this Worksheet, they **must** provide pricing information in their proposal which is at least as detailed as the submittal requirements described in Section V (F) of this RFP, "Price Proposal."

- A. Hourly Rate Schedule.** Propose the hourly rates of key personnel of Proposer and key personnel of each member of the Project Team expected to provide services under a contract awarded from this RFP. Additionally, estimate the number of hours each personnel will perform services under an awarded contract and Proposer's total proposed staff costs and hours. **A range of hourly rates is not acceptable.**

A. HOURLY RATE SCHEDULE				
Position Title	Proposer/Team Personnel (Name and Firm)	Hourly Rate	Est. Hours	NTE Cost Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total Personnel Hours and Expenses				\$

See other requirements listed in Section V (F) of this RFP.

- B. Reimbursable Expenses.** If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of Phase 1 work under an awarded contract, Proposer shall quote an estimate of such expenses in the space provided below. List travel expenses in Section C below. Proposer must also provide an estimated total cost for all such reimbursable expenses in the space below. If a mark-up rate will apply to reimbursable expenses, Proposer must indicate a mark-up rate.

B. REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit
Mark-up Rate: At cost (0%) or cost plus x%			%
Total Estimated Reimbursable Expenses			\$

If Proposer is awarded a contract from this RFP, such expenses will only be reimbursed by PDC at a cost per unit not to exceed those listed above.

- C. Travel Expenses.** If travel will be required to complete services on a contract awarded through this RFP, complete the following table, using the instructions and conditions provided under “Travel Expenses” in Section V (F) of this RFP:

C. TRAVEL EXPENSES*			
Itinerary (To / From)	Staff Traveling (Title)	Travel Days**	Cost per Staff
			\$
			\$
			\$
			\$
Total Estimated Travel Expenses			\$

* Airfare shall be calculated at the most cost-efficient round-trip coach rate. Hotel stay should be at moderate standard room rate. Meals and incidental expenses should be calculated using the [Current GSA per diem rate](#) for Portland, Oregon.

** Including days onsite.

- D. Additional Expenses or Cost Savings.** In the space below, please describe any additional costs or cost saving opportunities not previously accounted for in the spaces provided above.

D. ADDITIONAL EXPENSES OR COST SAVINGS

- E. Total Proposed Cost of Services.** Propose the total cost for all services necessary to complete the Scope of Work set forth in Section IV of this RFP, for Phase 1 work, including total staff costs and all reimbursable expenses. All unspecified costs shall be borne by Proposer.

TOTAL PROPOSED COST OF SERVICES (PHASE 1)	
Total Personnel Expenses	\$
Estimated Reimbursable Expenses <i>(other than travel)</i>	\$
Estimated Travel Expenses	\$
Additional Expenses or Cost Savings	\$
Total Proposed Cost (Phase 1 work)	\$

An MS Word version of this Worksheet is available upon request from the Solicitation Coordinator for this Request for Proposals.

EXHIBIT D. WEB-LINKS IN THIS RFP

The following are the World Wide Web addresses embedded in this RFP:

City of Portland, Oregon; Sustainable Paper Use Policy

<http://www.portlandonline.com/auditor/index.cfm?&c=26882&a=24498>

City of Portland, Oregon; Business License Services

<http://www.portlandonline.com/omf/index.cfm?c=29554>

City of Portland, Oregon; Equal Employment Opportunity (EEO) Certification

<http://www.portlandonline.com/omf/index.cfm?c=45665&>

U.S. Green Building Council, LEED Rating System

<http://www.usgbc.org/DisplayPage.aspx?CMSPageID=222>

Cascadia Region Green Building Council, Living Building Challenge

<http://www.cascadiagbc.org/resources/living-buildings/>

<http://www.cascadiagbc.org/lbc/lbc-v1.3.pdf>

Oregon Association of Minority Entrepreneurs (OAME)

<http://www.oame.org/>

PDC's Minority / Women / and Emerging Small Business (MWESB) Assistance

<http://www.pdc.us/mwesb/mwesb.asp>

PDC's Request for Proposals (RFPs) / Request for Qualification (RFQs) and Bid Opportunities

<http://www.pdc.us/login/welcome.asp>

State of Oregon; Secretary of State, Corporation Division

<http://www.filinginoregon.com/business/index.htm>

State of Oregon; Office of Minority, Women, and Emerging Small Business

<http://egov.oregon.gov/DCBS/OMWESB/index.shtml>

U.S. Federal General Services Administration; Domestic Per Diem Rates: Oregon

http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2009&contentType=GSA_BA_SIC&contentId=17943&queryState=Oregon&noc=T

END OF THIS RFP