

Investing in Portland's Future



**REQUEST FOR QUALIFICATIONS # 08-19
FOR
LANDSCAPE ARCHITECTURE SERVICES**

PROPOSALS DUE: JANUARY 29, 2009 AT 3:00 PM

Solicitation Coordinator:

Larry Wright
Procurement Services Supervisor
Communications & Business Equity Services

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

REQUEST FOR QUALIFICATIONS (RFQ) INFORMATION

Request for Qualifications Title: Landscape Architecture Services
Solicitation Number: RFQ # 08-19
Solicitation Coordinator*: Larry Wright, Procurement Services Supervisor
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Proposal Delivery Location: Portland Development Commission
222 Northwest Fifth Avenue
Portland, OR 97209

*** Please direct all questions regarding this RFQ to the Solicitation Coordinator identified above.**

Overview

The PORTLAND DEVELOPMENT COMMISSION ("PDC" or "Commission"), the urban renewal agency for the City of Portland, Oregon is seeking sealed Proposals from qualified and experienced firms for the provision of **Landscape Architecture Services** on an as-needed basis through a PDC "Flexible Services Contract". The PDC contract is anticipated to start on or about April 1, 2009. The value of each PDC consultant contract is anticipated to not exceed \$ 100,000 for a three year period. Specific project work will be assigned, amended and/or deleted under the established contract through a PDC Work Order, sample form Attachment "A", (copy attached to this RFQ). The Commission, at their sole discretion and with the concurrence of the Contractor may amend the PDC contract as deemed necessary and in the best interest of the Commission. Rate schedules provided by the Contractor shall be used for all work resulting under this contract and are binding unless otherwise amended or approved by the Commission. The Commission, at its discretion, may amend, extend or terminate any or all contracts to reflect the change in projected needs. The Commission makes no guarantees of work under the PDC "Flexible Services Contract" arrangement.

SCHEDULE OF SOLICITATION AND CONTRACT(S) AWARD EVENTS

The following dates are for reference only; the PDC may change these dates at our discretion.

Request for Qualifications (RFQ) Issued:	January 2, 2009
Deadline for Proposer Questions/Request for Change(s):	January 12, 2009
Proposals Due**	January 29, 2009 at 3:00 pm
Anticipated Notice of Intent to Award (<i>tentative</i>):	February 12, 2009
Deadline for Protest of Intent to Award:	Seven (7) calendar days after Notice of Intent to Award
Anticipated Date of PDC Contract Execution (<i>tentative</i>):	March 31, 2009

**** Proposers shall provide their Proposals in sealed envelopes with the Proposer's name and address, and the RFQ number and RFQ title on the outside of the envelope. To be considered for evaluation, proposals must be received by the PDC (address listed above) by the day and time listed here.**

NOTE: NO Pre-Proposal conference or meeting is scheduled for this solicitation

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I. BACKGROUND

A. About the Portland Development Commission

For five decades, the Portland Development Commission (PDC) has worked to enhance the Portland metropolitan area's livability. 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.

**Contract Opportunities for Firms Certified by the State of Oregon
Office of Minority, Women, and Emerging Small Business (OMWESB)**

Portland Development Commission (PDC) is committed to providing contracting and purchasing opportunities to certified minority-owned, women-owned and emerging small businesses to promote economic growth, increase capacity of these firms and to increase competition in the marketplace.

II. SCOPE OF SERVICES

To meet PDC needs and activities, the Commission desires to designate qualified firms to provide a broad range of professional Landscape Architecture Services in support of and in close coordination with PDC staff. These services will be provided on an as-needed basis through a PDC "Flexible Services Contract." Flexible Services Work Orders (Attachment A: "PDC Sample Work Order") will be used to authorize PDC projects. The specific scope of services for a given project will be described in detail in a Work Order form.

Specific services may include on-call design advisory services to PDC to assist in key redevelopment projects including but are not limited to the following:

1. Site master planning, analysis and design
2. Urban design plans/concept diagrams
3. Open space planning, analysis and design
4. Community planning, analysis and design
5. Natural resource planning, analysis and design
6. Design guidelines
7. Stormwater facilities planning and design
8. Streetscape planning, analysis and design
9. Feasibility analysis
10. Peer review analysis
11. Renderings/Modeling
12. Assist in bid preparation & contractor selection process
13. Assist in preparation of construction documents and specifications
14. Construction Management
15. Cost estimates for above work

Advisory services in any of the above categories may include critiquing designs or design proposals prepared by others.

Prior to assignment of PDC work orders, contractors will be asked to provide a detailed estimate of cost for requested services to include labor hours and reimbursables. If the estimate results in a PDC work order, the Contractor will be responsible for notifying the Commission's designated representative if either amount of the work order or the expiration date needs to be amended, prior to exceeding the amount of the work order or the expiration date. **All PDC work must be pre-authorized by the appropriate Commission's designated representative. PDC is not responsible for payment of any work performed that was not pre-authorized by the Commission.**

PDC may request project quotes for Landscape Architecture Services in a "Not-to-Exceed" amount. . Number of hours and contract rate used to determine the Not-to-Exceed amount must also be included in the Quote. Upon award of a PDC Work Order Contractor(s) will be required to submit invoices for these "Not-to-Exceed" Landscape Architecture Services, detailing the invoiced amounts at the labor hourly rate and reimbursable rate as submitted in response to this RFQ.

Contractor's Hourly Personnel Rate shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., fifty (50) minutes of work shall be billed as 1 (one) billable hour; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.).

At the completion of each Work Order, the Contractor may be evaluated by the PDC Work Order Manager and the evaluation will be included in the Contractor's file.

III. WORK PRODUCTS REQUIREMENT

Any documents provided to PDC under a contract resulting from this RFQ should be in electronic format on CD, DVD and/or e-mail, meeting the following criteria:

- Contractor shall be able to provide materials in Microsoft Word, PageMaker, Quark, Photoshop, Macromedia Freehand, Adobe Indesign and Adobe Illustrator, when requested by PDC. Web design work must be provided in Macromedia DreamWeaver and Macromedia Flash, when requested by PDC.
- Where possible, provide the native files in the original software program used (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 document suitable for print and
- Web quality (standard resolution) PDF documents suitable for posting on our website.

Contractor will also provide three (3) hard copies of any document, when requested by PDC.

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IV. SUBMITTAL REQUIREMENTS

Proposals submitted in response to this RFQ will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize your Proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the Proposer has a thorough understanding of the skill sets that may be requested by PDC, as described in Section II of this RFQ.

See also Section V (2) of this RFQ, "Instructions to Proposers," for overall Proposal preparation and submission instructions.

**1. Cover Letter:
(Required, but not scored.)**

Provide a cover **letter clearly indicating** the firm is interested in providing Landscape Architecture Services on an as-needed basis to PDC. The cover letter must be dated and signed by the person authorized to sign any contract that may result from this RFQ. Include the mailing address, phone and fax numbers and email address of the individual signing the cover letter, as well as contact information indicating your firm's primary staff contact for this RFQ, if different.

**2. Management and Organization:
(Mandatory Submittal Requirement – 30 Evaluation Points, Maximum. Proposals that do not address this mandatory submittal requirement will be considered non-responsive and will be rejected.)**

Firms must provide a detailed history of their company and its experience providing Landscape Architecture Services covered by the submittal. If a firm intends to have services provided by other contractors or consultants, it will be mandatory for the firm submitting the proposal to act as the prime contractor for all service delivery as specified in this RFQ. Firms must include the following information:

- Total number of years in business, years supplying this type of Services, general scope of services provided, and number of employees and principal areas of expertise.
- A narrative description and organizational chart depicting the management of the firm's organization and its relationship to any larger business entity.
- Description of similar work performed involving public-private partnerships, diverse stakeholders, and extensive public processes and participation.
- Detail the Firm's ability to respond. Projects will be assigned on an as-needed basis. The selected consultants must demonstrate an ability to respond with appropriate staff when PDC requirements are identified and related to the service provider.

**3. Personnel Qualifications / Previous Projects Managed:
(Mandatory Submittal Requirement – 40 Evaluation Points, Maximum. Proposals that do not address this mandatory submittal requirement will be considered non-responsive and will be rejected.)**

Briefly describe relevant experience in the area of Landscape Architecture Services:

- Provide a list of the Firm's key personnel to be used under the proposed contract. Provide a professional résumé for the key personnel to be assigned to the Contract and their relevant related experience. Note the level of expertise of those principal(s), project manager(s) and/or technical staff who will be working on specific categories identified. Identify any current accreditations, licenses and/or training certificates related to services proposed.

- Indicate the capacity to respond to critical time and complex scope requirements on short notice; including ability to perform on-site work within Portland City limits with limited advance notice.
- Provide a list of a maximum of eight (8) projects indicating work experience (public and private) that directly relate to the specific categories of services offered by the Firm.
- Provide a list of at least three (3) current references for most relevant completed contracts that directly relate to the scope of services to be offered by the firm. Include reference company name, address, contact name and title, phone number, email address, and description of the service provided. No more than one (1) of the contacts may be an employee of the Portland Development Commission

4. Proposed Fee Structure:

(Mandatory Submittal Requirement – 15 Evaluation Points, Maximum. Proposals that do not address this mandatory submittal requirement will be considered non-responsive and will be rejected.)

Provide a proposed fee structure for services provided. Include the hourly rate of key contract personnel and support staff, any reimbursable and other expenses anticipated to be charged to this contract. **A range of rates is not acceptable.** Rates must be listed specific to either a staff name and/or title.

The submitted fee structure will be compared to the fee schedules proposed by other firms and to information available regarding the current market.

5. Promotion of Diversity in Subcontracting Opportunities

(Mandatory Submittal Requirement – 15 Evaluation Points, Maximum. Proposals that do not address this mandatory submittal requirement will be considered non-responsive and will be rejected.)

The PDC seeks to extend subcontracting opportunities to State of Oregon Certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic success. Also, the PDC values diversity in its workforce and in the workforce of those who contract with PDC.

- Provide a narrative description of your firm's *past* experience in promoting participation of State of Oregon-certified minority-owned, women-owned and emerging small business (M/W/ESB) enterprises as partners, subcontractors and/or suppliers on previous contracts. Discuss any innovative or particularly successful measures that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- Provide a description of your firm's *proposed and future efforts* in promoting utilization of State of Oregon-certified M/W/ESB firms.

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

- a) View the OMWESB website, (<http://egov.oregon.gov/DCBS/OMWESB/index.shtml>), 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 at <http://www.oame.org/>.

- c) Contact the MW/ESB Team at PDC for assistance: John Classen at (503) 823-3637 or Priscilla Salvador at (503) 823-3271 or log on to our website at <http://www.pdc.us/mwesb/mwesb.asp> to learn more about some of the community resources available to assist you in identifying potential subcontractors or sub consultants for your team.

6. Proposer Certification:
(Required, but not scored.)

- Please read, detach, sign and return Section VIII of this RFQ, Proposer Certification, with your Proposal.

Summary of Submittal Requirements & Evaluation Points available

1. Cover Letter	<i>Required, but not scored</i>
2. Management and Organization	30 Points
3. Personnel Qualifications / Previous Projects Managed	40 Points
4. Proposed Fee Structure	15 Points
5. Promotion of Diversity	15 Points
6. Proposer Certification (RFQ Section VIII)	<i>Required, but not scored</i>

Total: 100 Points

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V. INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFQ are subject to the provisions and requirements defined in this solicitation document. All matters not specifically outlined in this RFQ, or a subsequent Contract entered into, shall be governed by the Portland Development Commission's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other pertinent rules concerning procurement and contracting at the Portland Development Commission.

1. **Reservation of Rights:** PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFQ; to reject any or all Proposals received in response to this RFQ; to decide whether a Proposal does or does not substantially comply with the requirements of this RFQ; to waive any minor informality or irregularity of any Proposal; and obtain references regarding any Proposer's past performance. Neither issuance of this RFQ, nor evaluation of any or all Proposals obligates PDC to award a contract from this solicitation.
2. **Proposal Preparation and Submission:** Proposals submitted in response to this RFQ shall be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of PDC and the needs of the project described herein.
 - Proposers shall submit **ONE (1) ORIGINAL** of all Proposal pages and **five (5) photocopies** of the same pages, **and one (1) electronic copy (CD or Floppy Disk) in Microsoft Word**, which must be received by PDC by the Proposal Due Date and Time to the location listed on page two of this our. **The original Proposal must bear an original ink signature and shall be marked "ORIGINAL."**
 - Proposals shall be prepared in typewritten or printed form. No oral, email or facsimile Proposals will be accepted.
 - Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective Proposal, are not desired. Unless specifically required in the solicitation, PDC discourages the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.
 - In accordance with the City of Portland's Sustainable Paper Use Policy (see: <http://www.portlandonline.com/auditor/index.cfm?7c=26882&a=24498>) please submit your Proposal in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. **Please do not use ring binders, section dividers** or any other materials which cannot be easily recycled. Double-sided printing is preferred.
 - Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFQ Solicitation Number and the date and time Proposals are due. PDC shall not be liable for any lost or late Proposals.
3. **Questions or Requests for Clarification or Change:** All requests for change or clarification regarding technical information, procedures, contractual requirements or any other matter regarding this solicitation must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFQ. All such requests for change or clarification **must** be received no later than the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" on page two of this RFQ.

Requests for change or clarification of this RFQ may be sent by mail, emails or fax and shall contain the following:

- RFQ Solicitation Number and Title;
- RFQ Specification (or contract provision) being questioned;
- Request for change or clarification;
- Date submitted (not later than "Deadline for Proposer Questions/Requests for Change").

PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, amend this RFQ or issue an addendum to clarify this RFQ.

4. **Changes to this Solicitation Document:** Any change or clarification to the Scope of Work, procurement process or to the terms and conditions of the contract terms which are contained in this RFQ will be issued in the form of a written Amendment or Addendum to this RFQ. 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 Amendment or 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 for this solicitation (see the "Schedule of Solicitation and Contract Award Events" *to determine if this applies*), Proposers are cautioned that RFQ content will change only if confirmed by a written Addendum to this RFQ.

5. **Restrictions on Communication:** After this RFQ has been issued and before any ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFQ and the anticipated contract shall be directed to the Solicitation Coordinator identified on the cover page of this RFQ. Additionally, during this solicitation process, Proposers are cautioned not to undertake activities or actions 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 identified in this solicitation document.
6. **Preparation Costs:** PDC shall not be liable for any costs incurred by Proposers in the preparation of Proposals to this RFQ; including any meetings, demonstrations, interviews or subsequent negotiations that may be requested or required.
7. **Recycled Products:** Proposers shall use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this solicitation.
8. **Public Records and Disclosure:** All Proposals submitted in response to this RFQ 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 pages 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 disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFQ 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.

9. **Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories contained herein, and that 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 a Proposal. Failure by the Proposer to provide such requested information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.
10. **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 ensuing from this solicitation if it is in the best public interest to do so. The PDC also reserves the right to review and approve any changes to selected Contractor's fee schedule during the course of a multi-year contract, unless the stated rates at time of initial contract execution will prevail.
11. **M/W/ESB Participation:** PDC strongly encourages the participation of certified minority-owned (MBE), women-owned (WBE) and emerging small businesses (ESBs) in this and all PDC projects, programs and services.
12. **Proposer Withdrawal or Modification:** By submitting a Proposal, Proposers agree to make their Proposal a binding offer to the PDC for a period of sixty (60) calendar days from the date Proposals are due. A Proposal may not be withdrawn or modified during this sixty day period unless agreed to by the PDC in writing. Proposals may be withdrawn by submitting a written withdrawal request to the Solicitation Coordinator identified on the cover page of this RFQ, prior to the date Proposals are due.
13. **Investigation of References:** PDC reserves the right to investigate references, the financial capacity and the past performance of any Proposer, including service(s) provided to PDC, with respect to its successful performance on similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any Proposal. PDC may postpone the award or execution of the Contract before or after issuance of its Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any Proposal or to reject all Proposals at any time prior to PDC's execution of a Contract in the event Proposer's reference checks prove unsatisfactory.
14. **Evaluation, Post-Selection Review & Finalists:** After PDC opens all timely-received Proposals, unless this RFQ is otherwise canceled, PDC will evaluate all responsive Proposals in accordance with the evaluation criteria set forth in this RFQ. A responsive Proposal is one that complies with all material aspects of this RFQ and with all prescribed bidding procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. PDC will rank the Proposals to determine the "Finalist" Proposers. Finalists will be those highest-ranked responsive Proposers after evaluation of the Proposals according to the evaluation and selection criteria set forth in this RFQ.

At its sole discretion, PDC may invite Finalist Proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their Proposal and determine the overall suitability of Finalist Proposers for the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with the PDC within a reasonable timeframe will be grounds for Proposal rejection. Following the interview, PDC reserves the right to rescore the finalist Proposers as set forth in this RFQ or to use the scores solely for the means of generating a list of Finalist Proposers and then evaluating each Proposer on their overall suitability for the anticipated project.

PDC reserves the right to select the Proposer(s) that, in the collective judgment of the evaluation committee, 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 standing alone, is not determinative of the best overall value, benefit, convenience and service to PDC.

After completion of the evaluation summary, PDC will name one or more apparent successful Proposer(s) and announce its Intent to Award contracts to these Proposer(s). Identification of the "apparent successful Proposer(s)" is procedural only and creates no right in the named Proposer to contract award. All competing Proposers shall be notified in writing of PDC's Intent to Award, the identity of the apparent successful Proposer(s) and shall be given seven (7) calendar days to review the solicitation file and evaluation report in the PDC Purchasing & Contracting Services office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFQ.

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 "RFQ 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 the form of relief requested. The judgment used in 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."

15. **Negotiable Terms and Conditions:** After the PDC has issued its Intent to Award, PDC reserves the right to enter into limited negotiations with the successful Proposer(s) to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that any such negotiation shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to cease negotiations with that apparent successful Proposer and repeat this process with the next highest-ranked responsive Proposer(s).

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VI. PDC STANDARD CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Flexible/Professional Services Contract (contract) entered into by and between PDC and the successful Proposer(s). PDC reserves the right to change any term or condition of the contract prior to execution of the contract and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the selected firm(s). **Proposers wishing to include supplemental terms and conditions must submit them at the same time as their Proposal. Proposers who take objection to any of the following terms and conditions must raise those objection, in writing, to the Solicitation Coordinator for this RFQ and do so by the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" set forth on page two of this RFQ.**

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) 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. **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:**

(a) 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.

9. **Compliance with Applicable Law**

In connection with its activities under this contract, Contractor shall comply with all applicable federal, state and local laws and regulations.

10. **Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, 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.

11. **Indemnity - Claims for Professional Liability**

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, 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.

12. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants 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.

13. Insurance

EXHIBIT B is hereby referenced and made a part of this contract.

14. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the Commission.

15. 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 L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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 suite 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.

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 279.320, 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.

[Remainder of this page is intentionally left blank.]

VII. INSURANCE REQUIREMENTS

Prior to contract execution, any firm selected to enter into a contract with PDC as a result of this RFQ will be required to furnish proof of the following types of insurance:

1. **Workers' Compensation Insurance** in compliance with ORS 656-017 or proof of exemption under ORS 656.027.
2. **Commercial General Liability:** Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage Liability. Liability Insurance coverage shall include coverage for the indemnity required for the contract. It shall provide that **"The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees are Additional Insured"** but only with respect to the Firm's services to be provided under the contract. **Endorsement CG 20 10 11 85 or its equivalent must be attached to Certificate of Insurance.**
3. **Automobile Liability** Insurance with a combined single limit, or the equivalent of not less than \$ 1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
4. **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 third-party liability claims arising from or due to the negligence in the performance of professional services under the contract between the PDC and Contractor.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of coverage listing the **"Portland Development Commission"** at 222 Northwest Fifth Avenue; Portland, OR 97209 as a certificate holder. The certificate shall provide that 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.

Finally, the 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.

[Remainder of this page is intentionally left blank.]

VIII. PROPOSER CERTIFICATION

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

1. By submitting a Proposal in response to this solicitation, Proposer expressly represents they have taken no exception to any term, condition, obligation or requirement contained in this solicitation document, or any addenda to this solicitation, which is not expressly stated in their Proposal.
2. If selected to go to contract, Proposer shall: 1) be registered to conduct business in the State of Oregon (see: <http://www.filinginoregon.com/business/index.htm>); 2) obtain a City of Portland Business License (see: <http://www.portlandonline.com/omf/index.cfm?c=29554>); 3) be certified as an Equal Employment Opportunity (EEO) employer through the City of Portland, Bureau of Purchases (see: <http://www.portlandonline.com/omf/index.cfm?c=45665&>); and 4) provide adequate proof of insurance, as set forth in Section VII of this RFQ. Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term.
3. The undersigned acknowledges receipt of Addenda Nos. _____ through _____ or ☐ N/A.
4. The Proposer certifies it is an independent contractor as defined in ORS 670.600 and under penalty of perjury is, to the best of the authorized representative's knowledge, not in violation of any local, state or federal tax law.
5. 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 solicited or 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 the PDC.
6. Proposer certifies that the firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Portland Development Commission, and that the key personnel and principals identified to perform work under this contract do not have any personal or business relationships with any PDC officer or employer.
7. Proposer agrees that submitted Proposal will be a binding offer to the PDC for the next sixty (60) days.
8. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFQ instructions, specifications, contract terms and conditions contained herein (including all addenda issued for this solicitation); that the information provided in this Proposal is true and accurate; that providing incorrect or incomplete information may be cause for Proposal rejection or contract termination; and, will provide its Federal Tax Identification Number (list in the space provided below).

SIGNATURE BLOCK

Signature of proposer's duly authorized representative:

_____ Date: _____

Printed Name and Title: _____

Legal Name of Proposer/Firm: _____

Federal Tax Identification Number (FEIN or SSN): _____

Proposer's Employee Contact for this RFP; Name and Title: _____

Contact's Email Address: _____ Contact's Phone Number: _____

ATTACHMENT A: "PDC SAMPLE WORK ORDER"

Investing in
Portland's Future

☐**WORK ORDER FORM**☐**WORK ORDER AMENDMENT**

A Work Order Form is used to initiate any work being performed under a Flexible Services Contract.

Date: _____

222 NW Fifth Avenue
Portland OR 97209-3859

Contract Number: _____ Contract Expiration Date: _____

PDC Work Order No.: _____ Amendment No. _____
(To be assigned by Professional Services)

Vendor: _____

Address: _____

Project Name: _____
(Limit: 29 characters)

Contact Name: _____ Work Order Manager: _____

Contact Phone: _____ Vendor Number: _____

☐

This Work Order, and Attachments, is specifically subject to the terms and conditions of the above mentioned Flexible Services Contract. Upon approval and notice to proceed the Contractor agrees to complete the stated work.

☐

This Work Order Amendment, and Attachments, modifies the original authorized Work Order. The following marked items are hereby Amended. Upon approval, the Contractor agrees to complete the stated work.

Work Order Amount (Scope of Work Attached) _____ Amended Amount: _____

Work Order Expiration Date (Sched. Of Deliverables Attached) _____ Amended Expire Date: _____

Please Note: Invoices must reference the PDC Work Order Number listed above

Contractor Acceptance: _____ **Date:** _____
Signature & Title of Authorized Representative

Questions may be referred to originator: _____ at _____

☐

Project Manager Initial _____ **OR** ☐ Email Attached Approval if needed. (for Budget Code Used)

Work Order Manager Approval: _____

PDC Representative Print Name

Signature

Date

Expenditure Approval: _____

PDC Representative Print Name

Signature

Date

Charge Code(s): 000-00-000000-0000 00% 000-00-000000-0000 00%

Verification of accounting
code by Budget Analyst: _____

Date:

Encumbered by: _____

Date:

Accounting/Professional Services Use Only

Date Received in Finance: _____ Date Mailed: _____

RFQ # 08-19
Landscape Architecture Services

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal Worksheet ("Worksheet") to propose their cost for Landscape Architecture Services. If Proposers choose not to complete this Worksheet, they must provide pricing information in their Proposal which is at least as detailed as described in Section IV (4) of this RFQ.

1. Hourly Rate Schedule. Propose the hourly rates of each Proposer personnel expected to provide Landscape Architecture Services under a contract awarded from this RFQ. **A range of hourly rates is not acceptable.**

Hourly Rate Schedule		
Position Title	Proposer Personnel (Name)	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

All Proposer personnel initially assigned to provide Landscape Architecture Services through a PDC Flexible Service contract awarded pursuant to this solicitation and listed above are expected to be available during the term of the ensuing PDC Flexible Service contract. No individual shall be replaced during the Flexible Service contract term without prior written consent from PDC.

2. Reimbursable Expenses

If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work performed, under a PDC Work Order issued pursuant to a Flexible Service contract awarded from this RFQ, Proposer shall provide a good faith estimate of such expenses in the space provided below. If a mark-up rate will apply to reimbursable expenses, Proposer must indicate a mark-up rate.

Mark-up rate: ☐ At cost; or ☐ cost plus _____ %

REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit

If Proposer is awarded a PDC contract through this RFQ, note that such expenses may only be reimbursed by PDC with an adequate description of the expense and a cost per unit not to exceed those listed above.