



RFP No. BES098

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

**City of Portland, Oregon
September 14, 2009**

REQUEST FOR PROPOSALS

for

**On-Call Real Estate Agent Services
for BES Land Acquisition Programs**

PROPOSALS DUE: September 30, 2009 by 4:00 p.m.

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

Submit one (1) original and three (3) complete copies of the Proposal to:

Eli Callison
City of Portland
Bureau of Environmental Services
1120 SW 5th Ave. Room 1000
Portland, OR 97204

Refer questions to:

Eli Callison
Phone: (503) 823-5756
Fax: (503) 823-6995
Email: eli.callison@ci.portland.or.us

GENERAL INSTRUCTIONS AND CONDITIONS

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS – The City of Portland seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to ESBs. No goal is set for the use of M/WBE firms, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

ENVIRONMENTALLY PREFERABLE PROCUREMENT – In accordance with the City's Sustainable City Principles and the City's Sustainable Procurement Policy, the City of Portland values the use of products and services that minimize the negative human health and environmental impacts of City operations. Therefore, proposers are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view the above City policies go to www.portlandonline.com and navigate to "Charter, Code & Policies Documents".

INVESTIGATION – The proposer shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

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

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

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

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

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

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

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

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the City and a proposer shall be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the consultant's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers concerned about possible

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rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

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

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

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

EQUAL BENEFITS PROGRAM – Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

CONFLICT OF INTEREST – A proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this request for proposal has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFIDENTIALITY – All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, ORS 192.502, and/or ORS 646.461 et seq. If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

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

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

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

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

The Bureau of Environmental Services (BES) serves the Portland community by protecting public health, water quality and the environment. We provide sewage and stormwater collection and treatment services to accommodate Portland's current and future needs. We protect the quality of surface and ground waters and conduct activities that plan and promote healthy ecosystems in our watersheds.

At this time, it is anticipated that two BES programs will use the on-call services through this contract: the Willing Seller Program and the Grey to Green Land Acquisition Program.

The Willing Seller Program uses direct mailings and other outreach programs to inform property owners within the targeted project areas of the City's interest in acquiring the property. However, the Grey to Green Land Acquisition Program is much more aggressive with a schedule of acquiring 400 acres by the end of the program's duration.

2. BACKGROUND

The Willing Seller Program is an implementation strategy identified in the Johnson Creek Restoration Plan, adopted by Portland City Council in 2001. The program outlines procedures for acquiring land, which work toward meeting goals identified in the restoration plan. Target areas have been identified and prioritized where opportunities exist to purchase land where Johnson Creek's floodplain can be restored to increase the creek's flood storage capacity while improving the overall health of the watershed.

The Grey to Green Land Acquisition Program is a component of the Grey to Green Initiative launched in November of 2007. This program builds on previous and current efforts to permanently protect important natural resource areas by placing land in public ownership. BES is working in concert with Metro and Portland Parks and Recreation to identify and acquire high natural resource value lands, and building new alliances with other agencies and Non-Governmental Organizations (NGO) to leverage Grey to Green funding. This program is currently funded for the next four (4) fiscal years.

3. SCOPE OF WORK

BES is seeking proposals from qualified real estate agents, hereafter called "Proposer(s)," to provide services on an "as-needed" basis in support of the bureau's Land Acquisition programs. BES intends to award up to two contracts for these services.

BES corresponds with interested property owners on an intermittent basis, based on property owner interests and concentrated program activities. BES seeks licensed Real Estate Agents to serve as BES's buyer's agent and lead negotiator ("Agent") as program activities require consultation services.

The successful Proposer(s) will enter into a three-year contract for services as required. Services will be compensated on an hourly rate basis. The total value of each contract awarded will not exceed \$100,000 for the term of the contract. As services are requested as the need arises, there is no guarantee that the total dollar limit of the contract will be reached.

4. PROJECT FUNDING

The land acquisition programs use BES capital improvement funds for annual program expenses. In fiscal year 2009-2010, BES anticipates spending roughly \$6,000,000 to acquire properties within the target areas.

The cost of Real Estate Agent services required for the program is estimated at \$30,000 to \$60,000 annually.

5. WORK ORDERS

Contract services provided will be authorized via Work Orders issued by BES's designated Contract Coordinator for On-Call Real Estate Services. For reference, the Work Order form is attached as Exhibit A to this RFP.

The type of work requested, the estimated number of hours, the type of staff needed to carry out the request, the estimated timeframe for delivering the work product, and a not-to-exceed dollar amount for each work assignment will be established in writing via a Work Order prior to commencement of the work. Any changes must be agreed to by the Consultant and the City in writing as an amendment to the Work Order.

Work that involves only direct conversations seeking professional advice from the Agent will be logged by the Agent and the City's Project Manager. The log shall include the date and the estimated amount of time that assistance was provided.

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

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

- a) Serve as BES's buyer's agent and lead negotiator as inquiries from prospective sellers arise and program activities require consultation services.
- b) Under the direction of BES, generate mailings to prospective landowners within individual target areas each year. Assist BES in responding to requests for information from prospective sellers regarding the program's appraisal process, or the terms or various forms of land acquisition options with BES.
- c) Assist BES by corresponding with the prospective seller to determine their level of interest and factors that affect their interest in entering into a sales agreement.
- d) Advise BES regarding the properties that come available on the market within specific acquisition target areas.
- e) Facilitate the sales agreement between the seller's agent and BES by adhering to the policies and procedures as outlined by the Project Manager. Effectively communicate with the seller or their representative regarding site or situational specifics and convey that information to BES, facilitate negotiations, prepare the option or sales agreement, obtain seller signatures, and communicate with appraisers, surveyors, the title company and other contractors regarding any specific situations related to the acquisition, seller or buyer conditions, and closing requirements.
- f) Provide occasional research for BES, often facilitating services to conduct remedial investigations where past land use, easements or past improvements or amenities are of interest to a potential sales agreement.
- g) Obtain Title Reports, and perform other land based research to assist BES staff in determining how subject properties may fit into project priorities.

2. WORK PERFORMED BY THE CITY

The City has assigned a project manager to oversee the Agent's work and provide support as needed. Specific duties the City will perform include:

- Generate project specific maps, and accompanying list of property owners' names and addresses to inform the Agent with the location of high priority target acquisition areas. Staff will keep these maps and lists updated and notify the Agent of programmatic changes to target areas.
- Direct inquiries about the acquisition process to the Agent.
- Make available sufficient hours of personnel time as required to meet with the Agent and provide such information as required.
- Assign a project manager to oversee the work completed.
- Review work products and other deliverables.

3. DELIVERABLES

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The Agent is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be

viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732> .

Deliverables for this project shall include:

- a. Real estate documents and analysis reports as needed.
- b. Summary report for ongoing negotiations to be delivered at a monthly meeting (if determined to be necessary by project manager).

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

- 4. CONTRACT TERM** The City desires to have contracts in place and effective as of November 1, 2009. The term of the contracts shall be three (3) years.
- 5. PUBLIC SAFETY** Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Agent shall anticipate delays in such places and include the cost of delay in the proposed cost. The Agent's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the Agent's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.
- 6. INSURANCE** The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice from the successful Proposer or its insurer(s) to the City.

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

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

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

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

Certificates of Insurance: As evidence of the insurance coverages, the successful Proposer shall furnish acceptable insurance certificates to the City at the time signed contracts are returned to the City. The certificate will specify all of the parties who are Additional Insureds and will include the 30-day cancellation clause as identified above. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION C

ATTACHMENTS

1. INDEX

Exhibit A - Sample Work Order Form

2. SAMPLE CONTRACT

The Professional, Technical and Expert Services Contract is the City's standard contract and will be used as a result of this selection process. A sample contract can be viewed at:

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

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

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

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is 7 calendar days prior to the proposal due date.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Eli Callison
Bureau of Environmental Services
1120 SW 5th Ave, Room 1000
Portland, Oregon 97204

E-mail: eli.callison@bes.ci.portland.or.us
Phone: (503) 823-5756
Fax: (503) 823-6995

SECTION B

PROPOSAL SUBMISSION

1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the Proposer. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

2. PROPOSAL

Proposals must be clear, succinct and not exceed **10 pages** (excluding the Cover Letter) with no smaller than a 10-point font size. Title pages and table of contents, if used, do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

Proposals should be printed double-sided where feasible and stapled in the upper left corner. Do not use bindings, binders or dividers.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of paper that contains post-consumer recycled content and is readily recyclable. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

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

3. ORGANIZATION OF PROPOSAL

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

1. Cover Letter
2. Proposer's Team
3. Proposer's Capabilities
4. Work Approach and Understanding
5. Diversity in Employment and Contracting Requirements
6. Fee Schedule

SECTION C

PROPOSAL CONTENT

1. COVER LETTER

By submitting a response, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP) and the Standard Contract Provisions of the Professional, Technical and Expert Services contract.

The Cover Letter must include the following:

- RFP number and project title
- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email addresses

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

BUSINESS COMPLIANCE

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

Certification as an EEO Affirmative Action Employer

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of certification requirements are available from the Bureau of Purchases, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com/omf/purchasing>

Non-Discrimination in Employee Benefits (Equal Benefits)

Proposers are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to contract award; otherwise your proposal may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

Fill out the form properly. You may call the Bureau of Purchases at 503-823-6855 to ensure you correctly complete the form. You may also call the contact listed on the front page of this solicitation document for assistance.

There are five options on the Worksheet/Declaration Form to pick among. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.

Option D is only used if you have an official waiver from the City. Waivers are only issued by the Bureau of Purchases.

The Form provides the City your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of contract award.

If information on your form is conflicting or not clearly supported by the documentation that the

City receives, the City may seek clarification to ensure we properly classify your compliance.

Business License

The successful Proposer(s) must be in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

If your firm currently has a business license and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number as well as the Equal Employment Opportunity (EEO) expiration date.

2. PROPOSER'S TEAM

This section should describe the experience and qualifications of staff that would be assigned to perform work under this contract, including that of any subconsultants generally used. At a minimum, provide the following:

- Provide the names of the key personnel who will be performing work under this contract and identify their roles and responsibilities
- Describe the educational background, directly related work experience, professional development, and demonstrated performance record of the primary staff that would be assigned to this project, including that of any subconsultants. Specifically describe their record of facilitating sales when sales need to occur quickly.
- Describe the level of experience of staff that would be available to perform work under this contract in the event that primary staff is not available.

3. PROPOSER'S CAPABILITIES

This section should describe your capabilities and resources to perform the work requirements. At a minimum, include the following:

- Describe how your firm or team's qualifications relate to the work as described in **Section I.B.1. Required Services**.
- Does the expertise of your firm or team cover all potential phases of a project?
- Identify resources available to perform the work for the duration of the contract (e.g., key staff).
- Describe how other ongoing work may affect availability to provide as-needed services to the City under this contract.
- Management and organizational capabilities. Describe your approach to overall management and integration of all activities required by the scope of work, including assignment of staff, contract management, and quality assurance responsibility, .

4. WORK APPROACH AND UNDERSTANDING

This section should describe the proposer's approach to performing the work.

- Describe your firm's approach to and experience in negotiations for real estate where environmental zoning, hazardous overlays, contamination issues and designated open space are key features in determining the appraised value of the lands
- Describe your firm's approach to and experience in negotiations with difficult or challenging property owners.
- Describe your firm's knowledge, capacity and skills as they relate to properties located in frequently flooded areas, natural lands and/or vacant parcels, neighborhoods designated for urban renewal, and communities with diverse interests and opinions about government programs.

**5. DIVERSITY IN
EMPLOYMENT
AND
CONTRACTING
REQUIREMENTS**

The City is committed to increasing contracting opportunities for State of Oregon certified minority, women and emerging small business (M/W/ESB) enterprises. The City values, supports and nurtures diversity, and encourages any firm contracting with the City to do the same, maximizing M/W/ESB business participation with regard to all City contracts. As such, the City has established an overall 20% utilization goal in awarding PTE contracts to State of Oregon certified emerging small business (ESB) enterprises and has assigned at least 15% of the total points available on this solicitation to determine the award of this contract. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
 - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of certified M/W/ESB firms on this project. Include in your response:
 - Subcontracting opportunities your firm has identified in the scope of this project.
 - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?
 - Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.
 - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals, and will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer.

6. FEE SCHEDULE

The fee schedule shall include the following:

- Position-classifications of staff that will be performing the various types of tasks
- Hourly rates of each classification, including the direct labor cost (hourly rate) and the billable labor cost (maximum 3.1 multiplier, see policy below)
- Subconsultant and any other billable costs (i.e. subconsultant markup)

The response shall list billing rates by classification for all staff (including subconsultants) that may be assigned project tasks. Salary ranges by classification are acceptable. Multipliers for all firms must be listed. Any specific costs such as subconsultant mark-up must be listed. Describe how costs will be managed to the benefit of the City of Portland. Refer to the BES Multiplier Policy below.

BES Multiplier Policy

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

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of Agent and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location outside a 100 mile radius of Agent's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines, which are based on the General Services Administration (GSA) per diem rates.
- Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Agent's or sub's own use.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Agent. The maximum markup on subconsultant services shall not exceed 5%. Proposers are not guaranteed the maximum mark-up will be allowed, it may be less or none at all. The actual rate will be determined during contract negotiations.

Adjustment of Hourly Rates Due to Inflation

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

Rate increases are subject to the following limitations:

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

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

PART III

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA SCORING

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

Criteria		Maximum Score
a.	Cover Letter	0
b.	Proposer's Team	20
c.	Proposer's Capabilities	25
d.	Work Approach and Understanding	20
e.	Diversity in Employment and Contracting	15
f.	Fee Schedule	20
Total Points Available		100

2. PROPOSAL REVIEW

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the committee members will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating proposals.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of 5 working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, may be selected for oral interviews if deemed necessary. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- e. If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

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

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

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

**3. CLARIFYING
PROPOSAL
DURING
EVALUATION**

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

SECTION B

CONTRACT AWARD

**1. CONSULTANT
SELECTION**

The City will negotiate and, if successful, award a contract to the highest scoring Proposer(s). Should the City not reach a favorable agreement with the highest scoring Proposer(s), at the City's sole discretion, the City shall terminate negotiations and commence negotiations with the next highest scoring Proposer and so on until a favorable agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

**2. CONTRACT
DEVELOPMENT**

The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be the City's Contract for PTE Services.

**3. AWARD REVIEW
AND PROTESTS**

REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret and meeting the requirements of ORS 192.501(2) will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the Purchasing Agent only for contracts in excess of the formal limit established by the City Auditor (reference <http://www.portlandonline.com/omf/index.cfm?a=74585&c=27353>), and only from those Proposers who would receive the contract if their protest were successful.

Protests must be received by the Purchasing Agent within seven (7) calendar days UNLESS OTHERWISE NOTED following the date of the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. The contract award process will be put on hold until the protest has been resolved.

Timely protests must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Purchasing Agent may waive any procedural irregularities that had no material affect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Purchasing Agent shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Purchasing Agent are final and conclude the administrative appeals process.

EXHIBIT A
SAMPLE WORK ORDER FORM



CITY OF PORTLAND
BUREAU OF ENVIRONMENTAL SERVICES
Work Order for On-Call Real Estate Services

TO BE COMPLETED BY THE BES PROJECT MANAGER:

Project Name _____

WBS Number. Internal Order, and/or Grant# _____

Project Manager/Phone _____ **Date** _____

Work Order not to exceed: \$ _____ **Completion Date** _____

Brief Description of Services Required:

Agent Name _____ **Contract Number** _____

TO BE COMPLETED BY THE AGENT:

- a. Estimated total hours: _____
- b. Project lead person and staff by assignment. Include identification of subcontractors, their percent of total, project cost, and their MBE/WBE certification, if applicable.
- c. Unusual and/or special coordination, communication, or progress reporting conditions.
- d. Other special needs.

Agent Signature _____ **Date** _____

WORK ORDER APPROVAL:

BES Project Manager

DATE _____

On-Call Contracts Coordinator

DATE _____