



City of Portland, Oregon
RFP No. FAC014

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon
June 2010

REQUEST FOR PROPOSALS

for

On-Call Electrical Engineering Services

PROPOSALS DUE: July 6, 2010 by 4:00 p.m.

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

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

Diane Seaton, CPPO, CPPB
Contracts Administrator
City of Portland
Office of Management and Finance
Bureau of Internal Business Services/Facilities Services
1120 SW 5th Avenue, Room 1204
Portland, OR 97204

Refer questions to:

Diane Seaton, CPPO, CPPB
Contracts Administrator
Phone: (503) 823-6987
Fax: (503) 823-5342
Email: diane.seaton@portlandoregon.gov

There is no pre-submittal meeting scheduled.

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.

CITY SUSTAINABILITY OBJECTIVES – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandonline.com/auditor/index.cfm?c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

ENVIRONMENTAL CLAIMS – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

INVESTIGATION – The Proposer shall make all investigations necessary to be informed 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 meeting, 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 City bureaus, 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

may 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 who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

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

WORKERS' COMPENSATION INSURANCE – Successful Proposer 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 – Successful Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

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

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [\[Resolution #36260\]](#)

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 request 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 Chief Procurement Officer 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

Located in the Portland Building in the government quarter of downtown Portland, and with field offices in multiple locations, the Office of Management & Finance (OMF) provides internal services to City bureaus to accomplish its mission of supporting the administrative and operational needs of the City to enhance quality service delivery to the public. OMF Facilities Services' mission is to be a leader in the planning, constructing, redeveloping, and operation of public facilities that are efficient, cost-effective, and well maintained. Facilities Services is committed to constructing and maintaining buildings that contribute to Portland's civic character and make Portland a better place to live and work. Through public buildings, Facilities Services demonstrates the City's commitment to its past, present, and future. The vision is to take a leadership role in developing and maintaining buildings that work well and last. Buildings add to the comfort and beauty of Portland's built environment. Through Facilities Services' efforts, the City is made a better place to live. By developing quality workplaces for City employees, the usefulness of City programs increases. By participating in cooperative ventures, private and non-profit organizations are assisted in creating and revitalizing Portland neighborhoods.

2. BACKGROUND

The City of Portland, Office of Management and Finance, Facilities Services (OMF/Facilities Services) has need of qualified and experienced consultants who can provide a variety of Electrical Engineering Services on an "as needed" basis during a term of three years. Successful Proposers will assist OMF/Facilities Services in Electrical Engineering tasks that exceed OMF/Facilities Services' resources

The City intends to award up to three (3) on-call services contracts. The City, at its sole discretion, shall determine the actual number of Proposers who will be awarded on-call Electrical Engineering service contracts. Successful Proposers may be called upon to provide consulting services and/or undertake fixed-term projects. The services requested under these on-call services contracts will be small to medium in scope. Projects may range from a few hundred dollars up to \$50,000 subject to specific needs and budget availability in any given year.

3. SCOPE OF WORK

The City of Portland, Office of Management and Finance, Facilities Services (OMF/Facilities Services) is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," who can provide a variety of Electrical Engineering Services on an "as needed" basis. Successful Proposers will assist OMF/Facilities Services in Electrical Engineering tasks that exceed OMF/Facilities Services' resources or expertise to complete within requirements or limitations.

OMF/Facilities Services proposes to engage the successful Proposer(s) for Electrical Engineering Services in any or all but not limited to the following areas:

- Design upgrades
- New or remodeled lighting and power
- Miscellaneous improvements or upgrades
- Work as part of an architectural/engineering (A/E) team with other on-call services contract firms.

4. PROJECT FUNDING

Each individual contract is expected to have a not-to-exceed amount of \$50,000 for the three (3) year term of the contract. The cumulative total of all contracts awarded as a result of this RFP shall not exceed \$150,000.

Services are requested as the need arises, therefore there is no guarantee of work to be assigned under any resulting contract, or that the total dollar limit of any contract will be reached. The cost for services may vary depending upon the amount of work estimated for a particular project. However, under no circumstance will the individual Task Order amount exceed \$ 50,000, including task order amendments, unless authorized by the Bureau Director.

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

5. TASK ORDERS

Work performed under any resulting contract(s) must be authorized via a written Task Order (sample attached as Exhibit A) signed by the City and the successful Proposer. The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and the successful Proposer in writing as an amendment to the Task Order.

During the contract term when Electrical Engineering services are required, OMF/Facilities Services will identify the specific services needed through a Task Order with a defined scope of work, schedule, deliverables and compensation amount. A sample Task Order is attached as Exhibit A. The on-call services needed are normally of short duration and specific in nature.

Task Orders will be issued on a rotational basis beginning with the highest scoring successful Proposer. If the first successful Proposer is unable to perform within the required time identified it will forfeit the opportunity to be issued the Task Order. The compensation for each Task Order issued will be determined through negotiation with the successful Proposer based on the scope of work, the hours successful Proposer estimates for performance of the scope of work and successful Proposer's hourly rates, subject to a mutually agreeable predetermined cap for the maximum compensation on the particular Task Order. Where the scope of work requires fewer hours to be performed, successful Proposer will be paid for the actual hours necessary to complete the Task Order. Where successful Proposer underestimates the number of hours that are required to perform the Task Order, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Successful Proposer's billing statement or invoice shall identify the actual number of hours spent performing the Task Order. Successful Proposers' hourly rates shall remain the same through the contract term. Task Order compensation may be amended upon a written amendment, approved by the Project Manager, for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued or for OMF/Facilities Services requested changes to the scope of work.

The Bureau Director shall approve Task Orders and Task Order amendments in the following scenarios: 1) When amending the Task Order to increase compensation is greater than 25% of the original Task Order amount or 2) When a Task Order exceeds \$75,000.

In the event OMF/Facilities Services and a successful Proposer on the rotation list cannot agree upon a mutually agreeable maximum compensation cap for a specific Task Order, OMF/Facilities Services has the right to terminate negotiations with the successful Proposer and commence negotiations with the next successful Proposer on the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a successful Proposer from the rotation list and cancellation of the successful Proposer's contract with the City.

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

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposers shall perform Electrical Engineering Services as described in Scope of Work on an “as-needed” basis, and shall be expected to work closely with designated OMF/Facilities Services personnel to accomplish these goals. Successful Proposers must have a general supervising electrician and an electrical contractor’s license. Any work performed must be by a general supervising or general journeyman electrician.

2. WORK PERFORMED BY THE CITY

OMF/Facilities Services staff shall make available sufficient staff and time to meet with successful Proposers and provide information as required. OMF/Facilities Services will assign a Project Manager who will oversee the work and provide support as needed. Any specific duties the City will perform for each project shall be identified in the individual Task Orders.

3. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The successful Proposer(s) is encouraged to provide any deliverables in accordance with the City’s Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

Deliverables and schedule for each specific project shall be defined in the individual Task Orders.

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

4. PLACE OF PERFORMANCE

Contract performance will take place primarily at the successful Proposer’s facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location or any combination thereof.

5. PERIOD OF PERFORMANCE

OMF/Facilities Services anticipates having the contracts in place by August 12, 2010. Term of contracts will be three (3) years with an option to renew for two (2) additional one-year terms. Option to renew will be conditioned on satisfactory performance of all on-call Electrical Engineering services that may be required of the successful Proposer and full compliance of all terms and conditions of the awarded contract. Work shall begin for specific projects upon execution of a signed Task Order with submittal of final deliverables to the City occurring by the date defined in the individual Task Orders.

6. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. Proposers shall anticipate delays in such places and include the cost of delay in the proposed cost. Successful Proposers’ employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. OMF/Facilities Services’ project managers have discretion to require the successful Proposers’ employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

7. INSURANCE

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice, or a 10-day written notice for non-payment from the successful Proposer(s) or its insurer(s) to the City.

Workers’ Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject

workers (firms with one or more employees, unless exempt under ORS 656.027).

General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the City of Portland, and its agents, officers, and employees are named as 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 insurance coverage, the successful Proposer(s) shall furnish acceptable insurance certificates to the City at the time signed contracts are returned to the City. The certificate will specify all of the parties who are Additional Insureds, and will include a 30-day cancellation clause and a 10-day non-payment clause as identified above. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION C

1. INDEX
2. SAMPLE CONTRACT

ATTACHMENTS

Exhibit A Sample Task Order

The Professional, Technical and Expert Services Contract is the City's standard contract and will be used as a result of this selection process. A sample contract can be viewed at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=27067> .

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING
2. RFP CLARIFICATION

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

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is June 29, 2010.** An addendum will be issued no later than seventy-two (72) hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Diane Seaton, CPPO, CPPB
Contracts Administrator
City of Portland
OMF/Facilities Services
1120 SW 5th Avenue, Room 1204
Portland, Oregon 97204

Phone: (503) 823-6987
Fax: (503) 823-5342
E-mail: diane.seaton@portlandoregon.gov

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 eighteen (18) pages. Section dividers, title page, and table of contents 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.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is

acceptable, but content should not be lost by black-and-white printing or copying. All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation.

The ability to follow these instructions demonstrates attention to detail.

3. ORGANIZATION OF PROPOSAL

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

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Communication, Work Relationship and Availability
5. Diversity in Employment and Contracting Requirements
6. Compensation Requirements
7. Supporting Information

SECTION C

EVALUATION CRITERIA

1. COVER LETTER

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

The Cover Letter must include the following:

- RFP number and project title
- 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 address

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

BUSINESS COMPLIANCE

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

Certification as an EEO Affirmative Action Employer

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

Non-Discrimination in Employee Benefits (Equal Benefits)

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

- ☐ Fill out the form properly. You may call Procurement Services at 503-823-6855 to ensure you correctly complete the form. You may also call the contact listed on the front page of this solicitation document for assistance.
- ☐ There are five options on the Worksheet/Declaration Form from which to select. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.
- ☐ Option D is only used if you have an official waiver from the City. Waivers are only issued by Procurement Services.
- ☐ The Form provides the City with your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

Business License

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

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

2. PROJECT TEAM

Please address how your proposed project team meets the City's requirements for the work to be performed outlined in the RFP. Describe the education background, directly related work experience, professional development, and demonstrated performance record of the proposed key personnel: project principal, project manager and key project team members. All staff assigned to a task should have a minimum of three (3) years experience performing the types of duties required by the specific project. Failure to meet minimum experience/expertise level may be basis for temporarily removing/skipping successful Proposer(s) from job rotation or for terminating the contract.

3. PROPOSER'S CAPABILITIES

This criterion relates to the Proposer's capabilities and resources in doing on-call Electrical Engineering service work. The proposal must include a minimum of three (3) verifiable references and should also address the following:

- On-call Electrical Engineering services, by type and location that have been performed within the last five (5) years that best characterize work quality.
- On-call Electrical Engineering services the Proposer has done with other government agencies.
- Internal procedures and policies associated or related to work quality.
- Demonstrated capability on Electrical Engineering services projects.
- Management and organizational structure.

4. COMMUNICATION, WORK RELATIONSHIP, AND AVAILABILITY

This criterion relates to the basic understanding of the flexible service relationship. The proposal shall address the following:

- A clear understanding of the differences between flexible service contracts and

- project-specific consultant contracts.
- Availability of staff to perform work during the duration of the contract.
- Other on-going projects.
- Organizational structure to accommodate flexible service work.
- Extent of principal involvement.
- Extent of project manager involvement.
- Quality assurance review responsibility.

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. 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. The City has assigned at least 15% of the total points available on this solicitation to this criterion to determine the award of this contract.

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB). Provide a copy of the State of Oregon certification letter confirming receipt of application, or a copy of the approval letter certifying your firm as a State of Oregon M/W/ESB (a copy of this letter does not affect the page-limit identified under Part II, Section B.2 of this document).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
 - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of State of Oregon certified M/W/ESB firms on this project. Include in your response:
 - Subcontracting opportunities your firm has identified in the scope of 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 State of Oregon certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal.

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

6. PROPOSED COST

This criterion relates to the reasonableness of the Proposers' compensation requirements. The proposals shall address the hourly rates charged for the various types of personnel required for these types of projects, and some detail on how costs will be managed to the benefit of the City. Hourly rates shall remain the same through the term of the contract.

7. SUPPORTING INFORMATION

Supporting material may include graphs, charts, photos, resumes, and other information pertinent to the work to be performed.

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:

Criteria		Maximum Score
a.	Cover Letter	0
b.	Project Team	20
c.	Proposer's Capabilities	25
d.	Communication, Work Relationship, and Availability	20
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	20
g.	Supporting Information	0
Total Points Available		100

2. PROPOSAL REVIEW

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

The successful Proposer shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted written proposals.
- The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- The committee will require a minimum of 5 working days to evaluate and score the written proposals.
- 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.
- 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 oral 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 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 may 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 who are 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**

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

SECTION B

CONTRACT AWARD

**1. CONSULTANT
SELECTION**

The City will attempt to reach a final agreement with the highest scoring Proposer(s). However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring Proposer(s) and may continue on, in the same manner, with remaining proposers until an agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

**2. CONTRACT
DEVELOPMENT**

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

**3. AWARD REVIEW AND
PROTESTS**

REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the Chief Procurement Officer only for formal solicitations resulting in contract(s) individually valued at or above the Formal Solicitation Process Dollar Threshold (reference www.portlandonline.com/omf/index.cfm?c=44169&a=74585), and only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, **UNLESS OTHERWISE NOTED**, following the date the City's [Notice of Intent to Award](#) was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and 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 Chief Procurement Officer may waive any procedural irregularities that had no material effect 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 Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.



CITY OF PORTLAND

OFFICE OF MANAGEMENT AND FINANCE

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Kenneth L. Rust, Chief Administrative Officer
Jeffrey B. Baer, Director, Bureau of Internal Business Services

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EXHIBIT A - SAMPLE TASK ORDER

TASK ORDER No. xx

Supplement to Contract #xxxxxx for SAP/Order No. xxxxxxxx

The Contract between the City of Portland and

Consultant Name

(Firm name)

provides for the assistance of the undersigned firm on

On-Call Electrical Engineering Project

This Task Order adds the following specific services to the Purchase Order:

Provide On-Call Electrical Engineering services for...(project description)..., and per the attached scope of work dated xxxxxx (Exhibit A). Total task order amount not to exceed \$xx.xxx.

COMPENSATION:

The maximum compensation relating to these services shall not exceed \$xx,xxx without written authorization.

The hourly rates shall be as indicated in the Basic Agreement.

All provisions of the original Contract shall remain in full force and effect.

In witness hereof, the parties have duly executed this Task Order as of the date written below.

CONSULTANT

CITY of PORTLAND

BY: _____

By: _____

Date: _____

Date: _____

An Equal Opportunity Employer

To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities upon request.