

Investing in Portland's Future



**REQUEST FOR QUALIFICATIONS (RFQ) # 09 - 16
FOR
REAL ESTATE LANDSCAPE MAINTENANCE SERVICES**

PROPOSALS DUE: FEBRUARY 23, 2010 AT 2:00 PM (PACIFIC TIME)

Solicitation Coordinator:

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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: Real Estate Landscape Maintenance Services
Solicitation Number: RFQ # 09-16
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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 Real Estate Landscape Maintenance Services on an as-needed basis through a PDC "Flexible Services Contract". The awarded PDC Flexible Services contracts are anticipated to start on or about May 1, 2010. The initial contract(s) will be awarded for a one year period with PDC reserving the right to extend the contract(s) for two additional years, not to exceed a total of three years. The value of each PDC Flexible Services 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

PDC reserves the right to change the following schedule for any reason.

Request for Proposals Issued	January 25, 2010
Pre-Proposal Meeting	<i>Not applicable.</i>
Deadline for Proposer Questions and Request(s) for Change(s)	February 12, 2010
Proposal Due Date and Time	February 23, 2010 2:00 PM
Evaluation Period, Ending (<i>tentative</i>)	March 8, 2010
Notice of Intent to Award, Issued (<i>tentative</i>)	March 9, 2010
Deadline for Protest of Intent to Award	<i>Seven (7) calendar days after Notice of Intent to Award</i>
Anticipated Contract Execution Date (<i>tentative</i>)	April 14, 2010

NOTE: NO pre-proposal conference or meeting is scheduled for this solicitation.

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.

RFQ # 09-16

Real Estate Landscape Maintenance Services

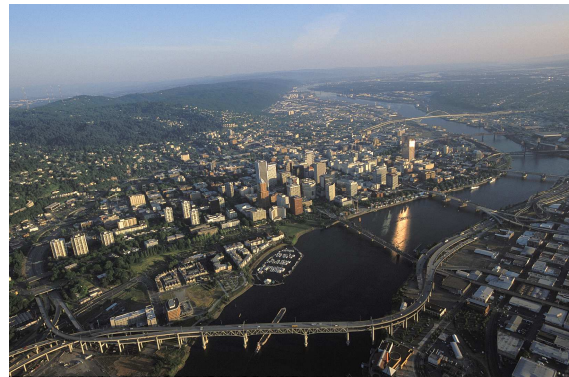
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I. BACKGROUND

A. About the Portland Development Commission

Created by a vote of Portland citizens in 1958, PDC serves as the urban renewal agency for the City of Portland, Oregon. In 2008, PDC celebrated its 50th anniversary. Throughout the past five decades, PDC has played a key role in keeping Portland one of America's most livable cities. Our mission is to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy and quality jobs and housing for all. Today, PDC is internationally recognized as a model for urban renewal success and sustainable practices.



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 Real Estate Landscape Maintenance 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 award of a Flexible Service contract does not authorize any work, unless a Work Order has been issued by PDC to authorize the work on a specific given project. The specific scope of work for a given project will be described in detail in a PDC issued Work Order form.

The range of services which selected contractors may be asked to provide may include, but not be limited to, the following:

Performance Expectations

The Commission is held to a higher standard of real estate maintenance than other agencies and the public. The Commission holds their real estate maintenance contractors to those higher standards in the services provided.

A. Responsibilities

1. The Contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as outlined in this section.

2. Operators shall be licensed for functions requiring a license, including pesticide, fertilizer and herbicide application, and flagging where required.
3. The Contractor shall ensure that employees comply with all City of Portland and Oregon State Industrial regulations and practices.
4. Any Contractor having employees working on or near a street shall comply with City of Portland and Oregon State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Oregon State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
5. The Contractor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible Contractor identification.
6. The property manager or appointed representative shall inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the property manager or appointed representative shall notify the Contractor. Notification may be verbal or written. The Commission may choose to require the Contractor to rectify the deficiency within 24 hours.
7. Upon Award of contract, the Contractor shall provide proof of State of Oregon, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides, fertilizers and/or herbicides.
8. Upon Award of contract, the Contractor shall be issued necessary gate access codes or key(s). In no case shall the Contractor make duplicates of any Commission keys or divulge any codes.
9. The Contractor and his/her employees shall ensure that all gates and doors giving access to Commission properties are secured. Failure to properly secure Commission properties may result in a reduction of payment.
10. The Contractor shall report any damage or potential hazard involving Commission property immediately to the property manager or appointed representative during normal business hours, 8:00 am – 5:00 pm. An afterhours Commission contact list will be provided (upon award of contract) as needed. Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
11. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect the public from injury. It is the Contractor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.
12. Incidents, altercations or accidents involving the public, Contractor's employees or Commission employees shall be reported to the property manager or appointed representative immediately. The property manager or appointed representative, at his/her discretion, may require a written report from the Contractor describing the incident, altercation or accident.
13. The Contractor shall replace, at the Contractor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the Contractor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the Contractor shall be of first quality condition and shall be guaranteed by the Contractor for one year.

B. Equipment and Supplies

1. The Contractor shall furnish all tools, material, supplies and equipment to perform Real Estate Landscape Maintenance Services as specifically outlined in the work order.
2. The Contractor shall supply all pesticides, fertilizers, herbicides, chemicals and the like for servicing the properties as scheduled.

C. Waste/Materials Disposal

1. Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective. In no case shall debris and unsuitable materials be disposed upon Commission property or any property contiguous thereto.
2. All litter and animal feces shall be removed from Contractor maintained areas. The Contractor shall remove litter from the site for disposal.
3. The Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs.
4. It shall be the responsibility of the Contractor to pay all fees and costs incurred at time of disposing waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care
 - a. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February 28/29 shall be at the discretion of the Commission.
 - b. The Contractor shall maintain all lawns at the sites covered by this agreement in a healthy, neat, trim, and growing condition.
 - c. The Contractor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.
 - d. All rough mowing shall be to a height of four (4) to six (6) inches.
 - e. Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.
 - f. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
 - g. Any property damage resulting from the use of mowing equipment shall be the responsibility of the Contractor.
2. Line Trimming
 - a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or vegetation with equipment.

- b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.
- c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the Contractor.

E. Maintenance Task II: Plant Materials

1. Pruning

- a. The Contractor shall maintain all trees, shrubs, and groundcover of the properties in a healthy, growing condition.
- b. All pruning must be done under the supervision of a certified arborist.
- c. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the property manager or appointed representative.
- d. Ornamental trees shall be pruned to maintain access along sidewalks and streets. Trees shall be tip pruned, branch pruned and/or if of sufficient size and shape, pruned to lift the tree canopy to maintain overhead clearance. Immature ornamental trees must be carefully evaluated before any attempt is made to raise the canopy.
- e. Vertical sidewalk clearance is a minimum seven and a half (7.5) feet and horizontal clearance no further than sidewalk edge closest to the property. Horizontal clearance may vary depending on the style of construction, obstructions, and property boundaries. Topping or heading, which involves the cutting of limbs back to a stub, bud, or a lateral branch not large enough to assume the terminal role, is not an acceptable pruning method. Dead or diseased trees shall be removed and/or replaced at the option of the Commission. Pruning over twelve feet (12') is not part of the scope unless specifically called for in the bid request for a specific site.
- f. Ornamental trees without tree wells are to be grass free twelve to eighteen inches (12-18") from the tree base.
- g. Native trees shall not be pruned unless specifically called for in the bid request for a specific site.
- h. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.
- i. The Contractor shall be responsible for notifying the property manager or appointed representative of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestation.
- j. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.
- k. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

2. Weeds, Disease, and Pest Control

- a. Landscaped/planted areas shall be free of leaves, litter, debris, weeds, spent blooms, and diseased, insect infested or dead plants and/or trees.
- b. Landscape bed areas shall be kept in a weed free condition. Hand weeding is encouraged. Otherwise, beds will receive an approved pre-emergent or post-emergent herbicide. The Contractor shall receive approval from the property manager or appointed representative before making any chemical applications. Authorization to proceed will be given by the property manager or appointed representative once the site has been inspected.
- c. All pesticides and herbicides need to be approved by the property manager or appointed representative prior to application. All applications shall be done in compliance with federal, state and local laws and regulations. The Commission reserves the right to limit the use of specific pesticides.
- d. The Contractor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to Contractor negligence or misuse of pesticides and herbicides, where irrigation is available, negligence in providing adequate water supply for healthy plant growth and nourishment.
- e. The Contractor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications need to be approved by the property manager or appointed representative.
- f. The Contractor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the property manager or appointed representative.
- g. Plant materials supplied by the Contractor to the Commission shall be of first quality condition and shall be warranted by the Contractor for one year.
- h. Invasive species management shall be done in compliance with federal, state and local laws and regulations.

3. Other

- a. Leaves shall be removed from all Contractor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.
- b. Windfall branches and debris shall be removed from all Contractor maintained areas for disposal by the Contractor.
- c. Manual watering shall be administered to landscaped areas not covered by automatic irrigation systems. The amount of water applied should ensure plant viability with adequate moisture throughout the root zones of the various plant material present i.e. trees, shrubs, groundcovers, and annuals.
- d. Qualified Contractors will assist with Invasive Species Management according to City of Portland Resolution #36360.

F. Maintenance Task III: Hard Surface Maintenance

1. The sidewalks, curbs (inside and out), and other hard surfaces shall be kept free of leaves, weeds, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).
2. Drains, if present at the site, shall be cleaned and checked during each visit and any garbage or debris should be removed from them to allow for proper drainage. Additional drainage work may be included in a specific site's annual work program.
3. Snow and ice shall be removed from sidewalks and other hard surfaces according to the Commission's Winterization Plan (which will be provided to an awarded contractor).

G. Current Sites and Specific Scope of Services

Attached to this RFQ is a listing of current Owned/Controlled Properties that PDC may request the Contractor to provide Real Estate Landscaping Maintenance Services through Flexible Services contracts awarded pursuant to this RFQ.

Attachments "A-1" through "A-4" lists the following properties and list the Real Estate Landscaping Maintenance Services to be performed for each of the Properties.

- Attachment "A-1": **Festival Lots-Bioswales**, 5 SE Madison Street.
- Attachment "A-2": **Albina Triangle**, 4500 N Albina Avenue.
- Attachment "A-3": **Crossroads Plaza**, SE Foster Road and SE 92nd Avenue.
- Attachment "A-4": **Tina Christie-Block 47**, NE Holladay Street and NE MLK Jr Blvd.

Attachment "B-1" – Other Properties, lists other properties that PDC may request the Contractor to provide Real Estate Landscaping Maintenance Services. This list identifies the different maintenance tasks that may be provided, the Property Name, and the Land Size (Sq. Feet).

H. Added Sites and Specific Scope of Services

PDC reserves the right to add additional properties and specific scopes of services, or to delete properties as appropriate and as determined by PDC to be in best interest, overall value, benefit, convenience and service to PDC.

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 Real Estate Landscape Maintenance 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" Real Estate Landscape Maintenance Services, detailing the invoiced amounts at the labor hourly rate and reimbursable rate as listed in an awarded contract.

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.).

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Real Estate Landscape Maintenance Services

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.

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. Proposals shall be prepared in typewritten or printed form. No oral, email or facsimile Proposals will be accepted.

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 areas where the firm is interested in providing Real Estate Landscape Maintenance 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. Finally, if your proposal is printed on recycled paper, state the post-consumer waste recycled paper content of the proposal (and copies).

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 submitting a proposal for this RFQ must provide a detailed history of their company and its experience providing Real Estate Landscape Maintenance Services covered by the submittal. 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/or organizational chart depicting the management of the firm's organization and its relationship to any larger business entity.
- If Applicable, Name of the Parent Company: Home Office Address, Telephone Number and Website Address of the Parent Company: Describe the parent company's relationship with the Firm:
- Attach to this form, and label appropriately, documentation showing that the Firm is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City of Portland. If the Firm is not duly licensed, then the Firm must provide a sworn statement that it will take all necessary actions to become so licensed if selected.
- Attach an inventory listing of equipment that you currently own, by make, size, year and condition.
- Description of similar work performed involving public-private partnerships, diverse stakeholders, and extensive public processes and participation.
- Indicate the capacity to respond to critical time and complex scope requirements on short notice Projects will be assigned on an as-needed basis. The selected firm(s) 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 Real Estate Landscape Maintenance:

- Provide a list of the firm's key personnel to be used under the proposed contract. 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.
- Provide a list of at least three (3) current references, (maximum of eight (8), for most relevant completed contracts that directly relate to the scope of to be offered by the firm. Include reference company's 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
- Specify the person to be your firm's Contract Manager for an awarded Real Estate Landscape Maintenance Services contract with the Commission. List the Contract Manager's professional qualifications, licenses, certificates and years of applicable experience. The Contract Manager shall be the Commission's direct contact for the provisions within any contract(s) awarded from this RFQ.

4. **Proposed Fee Structure:**

(Mandatory Submittal Requirement – 25 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. Hourly rates shall include the cost of providing project estimates or to provide a bid if required. **A range of rates is not acceptable.** Rates must be listed specific to either a staff title or specific service.

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 – 20 Evaluation Points, Maximum. Proposals that do not address this mandatory submittal requirement will be considered non-responsive and will not be considered for contract award.)

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 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 information on any innovative or particularly successful methods 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 M/W/ESB coordinator at PDC for assistance: John Classen at (503) 823-3667 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. **Sustainability of Proposal**

(Required, 5 Evaluation Points, Maximum.)

PDC values and is committed to practices that satisfy present needs without compromising the ability of future generations to meet their needs. Accordingly, the materials and methods used to submit a proposal in response to this RFQ should meet or exceed the requirements listed in Section V.2. of this RFQ, "Sustainability of Proposal". **This includes the use of a) double-sided**

printing and recycled paper and b) exclusion of ring binders, section dividers, plastic or metallic spines and other extraneous presentation materials. State the post-consumer waste recycled paper percentage in the cover letter of the proposal. Other than identifying the recycled paper content in the cover letter, Proposers are not required to respond to this submittal criterion in writing.

**7. 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	25 Points
5. Promotion of Diversity	20 Points
6. Sustainability of Proposal	5 Points
7. Proposer Certification (RFQ Section VIII)	<i>Required, but not scored</i>

Total: 120 Points

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.
 - Quantities of Proposals to be submitted. Proposers shall submit the following which must be received by PDC no later than the proposal due date and time:
 - o **ONE (1) ORIGINAL** proposal (including the Cover Letter and Proposer Certification sheet,
 - o **Six (6) copies** of the same pages; and
 - o **one (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word.

The original proposal and the copies should not be submitted as loose sheets. The original and each copy should be stapled or otherwise securely fastened to separate copies. The original proposal must bear an original ink signature and shall be marked "ORIGINAL."

- Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all such package(s) or envelope(s) must be **marked with the proposer's company name and address and clearly marked as follows:**
 - **RFQ Solicitation Number**
 - **the name of the PDC Solicitation Coordinator**
 - **the date and time the RFQ proposals are due.**

PDC shall not be liable for any lost, late or improperly marked proposals.

- Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
- Proposals should address the submittal requirements of this RFQ in a clear, concise and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.
- **Sustainability of Proposal.** Unless specifically required in this RFP, PDC strongly discourages the submission of elaborate artwork, corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled. Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing at least 40% post-consumer waste content. Double-sided printing is strongly preferred.

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, issue an addendum to amend or 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.

NOTE: It is the responsibility of all parties interested in this or any other RFQ to refer frequently to PDC's "RFPs/RFQs and Bid Opportunities" website to check for any addenda that have been issued for this or other contract opportunity, up to the solicitation closing time. PDC may make a **courtesy** effort to notify interested parties of any addenda used for this RFQ. PDC is not responsible to notify interested parties by email or by any other means in the event an Addendum is issued by PDC.

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 ninety (90) 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).

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" 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, *[Section VII "Insurance Requirements" of this RFQ]*, 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.

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 (CGL) (including Personal Advertising and Injury Liability)** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for Bodily Injury and Property Damage as well. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. Additionally, **"The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees"** shall be named as Additional Insured with respect to the contractor's services to be provided under the contract. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate 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.

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.

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 employee.
7. Proposer agrees that submitted Proposal will be a binding offer to the PDC for the next ninety (90) 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: _____

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

Contact's Phone Number: _____ Contact's Fax Number: _____

Contact's Email Address: _____

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 # 09-16

Real Estate Landscape Maintenance Services

EXHIBIT A. PRICE PROPOSAL WORKSHEET – LANDSCAPE MAINTENANCE SERVICES

Proposers **MUST** complete this Price Proposal Worksheet ("Worksheet") to propose their cost for providing the services described in the Scope of Services section of this RFQ.

1. **Hourly Rate Schedule.** Propose the contract hourly rates of each Proposer staff title or by specific service described in the Scope of Services Section of this RFQ. **A RANGE OF HOURLY RATES IS NOT ACCEPTABLE.** These rates will be used in awarded contract.

HOURLY RATE SCHEDULE – REAL ESTATE LANDSCAPE MAINTENANCE SERVICES		
Position Title	Specific Service	Hourly Rate
		\$
		\$
		\$
		\$
		\$

2. **Reimbursable Expenses.** If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work performed under a PDC Work Order, Proposer must quote the cost of such expenses in the space provided below. If a mark-up rate will apply to reimbursable expenses, indicate a mark-up rate. These rates will be used in awarded contract.

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

REIMBURSABLE EXPENSES					
Type of Expense	Cost / Unit	Mark-up Rate	Type of Expense	Cost / Unit	Mark-up Rate

If Proposer is awarded a PDC contract from this RFQ any such expenses will be reimbursed by PDC only with an adequate description of the expense and a cost per unit not to exceed those listed above. The Hourly Rates, and Reimbursable rates, included in a contract awarded pursuant to the RFQ shall be in effect and not eligible for renegotiation for a minimum of twelve (12) months from the contract execution date. For any request to amend the contract to be considered, it must be received in writing by the Commission. The Commission will issue a contract amendment incorporating the requested changes to the contract or will issue a letter of explanation to the Contractor if the request to amend the contract is declined. If an adjustment to the contract rates is approved by the Commission, those contract rates shall be in effect and not eligible for renegotiation for a minimum of twelve (12) months.

3. **Electronic Payments.** Indicate whether or not your firm accepts payment for services with credit card (Yes ☐ | No ☐), electronic funds transfer (Yes ☐ | No ☐) or another electronic method (if so, indicate this method _____).

Proposers may attach additional sheets to this EXHIBIT A if they wish to provide additional pricing information.

Attachment “A-1”
Maintenance Schedule – Festival Lots-Bioswales

N/A = Not Applicable

Festival Lots-Bioswales, 5 SE Madison Street		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	N/A
Mowing Non-Irrigated Areas	N/A	N/A
Line Trimming	N/A	N/A
Maintenance Task II: Plant Materials		
Weed Removal	Twice monthly	24
Groundcover Trimming	N/A	N/A
Pruning Shrubs	Twice monthly or As Needed	24
Pruning Trees	N/A	N/A
Tree Sucker Removal	N/A	N/A
Condition Evaluation	Inspected twice monthly	24
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	N/A
Weed Removal	N/A	N/A
Snow & Ice Removal	N/A	N/A
Maintenance Task IV: Other Services		
Leaf Removal	N/A	N/A
Litter Removal	Twice monthly	24
Brush Control	N/A	N/A
Windfall Debris Removal	As Needed	24
Manual Watering	N/A	N/A
Pest Removal	As Needed	As Needed
Irrigation ON/OFF	N/A	N/A
Sand and Stormwater Filtration Systems	Inspected once a month	12
Sand Filtration System	Clean System as Needed	As Needed
Stormwater Filtration System	Replace filters annually	1

Specifications for each task will be addressed in each work order issued.

Attachment "A-2"
Maintenance Schedule – Albina Triangle

N/A = Not Applicable

Albina Triangle, 4500 N Albina Avenue		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	N/A
Mowing Non-Irrigated Areas	N/A	N/A
Line Trimming	N/A	N/A
Maintenance Task II: Plant Materials		
Weed Removal	Weekly March thru September As Needed monthly October thru February	9 5
Groundcover Trimming	Weekly March thru September As Needed monthly October thru February	9 5
Pruning Shrubs	As Needed	As Needed
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Condition Evaluation	Weekly March thru September As Needed monthly October thru February	9 5
Maintenance Task III: Hard Surfaces		
Sweeping	As Needed	As Needed
Pressure Washing	As Needed	As Needed
Weed Removal	As Needed	As Needed
Snow & Ice Removal	As Needed November thru March	As Needed
Maintenance Task IV: Other Services		
Leaf Removal	October through November as needed	As Needed
Litter Removal	Weekly March thru September Monthly October thru February	9 5
Brush Control	N/A	N/A
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	N/A
Pest Removal	As Needed	As Needed
Irrigation ON/OFF	Once in Spring and Fall	2
Irrigation Repair	As Needed	As Needed
Irrigation Adjustments	As Needed	As Needed

Specifications for each task will be addressed in each work order issued.

Attachment “A-3”
Maintenance Schedule – Crossroads Plaza and 92nd Avenue Street Trees

N/A = Not Applicable

Crossroads Plaza, SE Foster Road and SE 92 nd Avenue		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	N/A
Mowing Non-Irrigated Areas	N/A	N/A
Line Trimming	N/A	N/A
Maintenance Task II: Plant Materials		
Weeding	Bi-Monthly	6
Groundcover Trimming	N/A	N/A
Pruning Shrubs	Once in April	1
Pruning Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Condition Evaluation	Biweekly March through October Monthly November through February	16 4
Plant Replacement (color change per season)	January, April, June, October	4
Maintenance Task III: Hard Surfaces		
Sweeping	As Needed	As Needed
Pressure Washing	As Needed	As Needed
Weed Removal	As Needed	As Needed
Snow & Ice Removal	As Needed November thru March	As Needed
Maintenance Task IV: Other Services		
Leaf Removal	As Needed	As Needed
Litter Removal	N/A	N/A
Brush Control	N/A	N/A
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	N/A
Pest Removal	As Needed	As Needed
Irrigation ON/OFF	Once in Spring and Fall	2
Irrigation Repair	As Needed	As Needed
Irrigation Adjustments	As Needed	As Needed

Specifications for each task will be addressed in each work order issued.

**Attachment “A-4”
Maintenance Schedule – Tina Christie-Block 47**

N/A = Not Applicable

Tina Christie-Block 47, NE Holladay Street and NE MLK Jr Blvd		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week March thru October	32
Mowing Non-Irrigated Areas	N/A	N/A
Line Trimming	Once per week March thru October	32
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	As Needed	As Needed
Groundcover Trimming	N/A	N/A
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Condition Evaluation	Weekly	52
Maintenance Task III: Hard Surfaces		
Sweeping	As Needed	As Needed
Pressure Washing	As Needed	As Needed
Weed Removal	As Needed	As Needed
Snow & Ice Removal	As Needed November thru March	As Needed
Maintenance Task IV: Other Services		
Leaf Removal	As Needed	As Needed
Litter Removal	Weekly	52
Brush Control	N/A	N/A
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	N/A
Pest Removal	As Needed	As Needed
Irrigation ON/OFF	Once in Spring and Fall	2
Irrigation Repair	As Needed	As Needed
Irrigation Adjustments	As Needed	As Needed

Specifications for each task will be addressed in each work order issued.

Attachment "B-1" - Other Properties		
Maintenance tasks may include, but not limited to:		
• Field Mowing • Tractor Mowing • Hedge Trimming • Tree Pruning • Weed/Grass Trimming • Invasive Species Management		
Property Name	Land Size (Sq. Feet)	
Cascades Station Parcel A	561,834	
N SIDE NE CASCADE PKWY		
Portland, OR 97220		
Cascades Station Parcel D	257,316	
SEC NE CASCADE PKW/NE MT ST HELENS		
Portland, OR 97220		
Cascades Station Parcel E	339,819	
SWC NE CASCADE PKWY/NE MT ST HELENS		
Portland, OR 97220		
Cascades Station Parcel G	403,695	
S SIDE NE CASCADE PKWY		
Portland, OR 97220		
NE Riverside Parkway Lots 1&2	356,646	
NE Riverside Parkway		
Portland, OR 97230		
Block 67 (partial) - Former Bridgeport Hotel	7,760	
5-13 NE 3rd Avenue		
Portland, OR 97232		
Block 75 - Ararat Bakery	26,570	
111 NE MLK JR BLVD		
Portland, OR 97232		
Light Watercraft Dock & Springwater Trail	54,416	
49 SE Clay Street		
Portland, OR 97232		
Former JJ North Restaurant	38,600	
10520 NE Halsey Street		
Portland, OR 97220		

Glisan Street Property and Side Lot	60,985
9929 & 9999 NE Glisan Street	
Portland, OR 97220	
SW 3rd & Taylor	10,000
820-838 SW 3rd Avenue	
Portland, OR 97204	
SW 3rd & Oak	10,000
209 SW Oak Street	
Portland, OR 97204	
One Waterfront Place South Parcel	35,050
NW Naito Parkway	
Portland, OR 97209	
Lot at Children's Receiving Center	46,118
10225 NE Burnside Street	
Portland, OR 97216	
Killingsworth Right-of-Way	1,410
5510-5514 N Interstate Avenue	
Portland, OR 97217	
Killingsworth Station	30,516
5513-5515 N Maryland Avenue	
Portland, OR 97217	
9020 N Chatauqua Blvd	8,023
Portland, OR 97217	
8920 N Drummond Avenue	5,000
Portland, OR 97217	
3220 N Hunt Street	5,000
Portland, OR 97217	
8606 N Curtis Avenue	5,000
Portland, OR 97217	
3325 N Halleck Street	7,500
Portland, OR 97217	
3309 N Halleck Street	5,000
Portland, OR 97217	
3107 N Houghton Street	5,000
Portland, OR 97217	
3101 N Arlington Place	4,350
Portland, OR 97217	

3702 N Arlington Place	6,000
Portland, OR 97217	
Parking Lot & Former Church Lots	30,630
5728-5808 SE 91st Avenue	
Portland, OR	
93rd & Woodstock	9,200
9316 SE Woodstock Blvd	
Portland, OR 97266	
Dagel Triangle Lot	7,405
SW Corner of SW Couplet Street & Foster Rd	
Portland, OR 97266	
93rd & Woodstock – Davis	7,500
6116 SE 93rd Avenue	
Portland, OR 97266	
Former Lents Little League	117,848
9330 SE Harold Street	
Portland, OR 97266	
92nd Street Club	16,941
5933 NE 92nd Avenue	
Portland, OR 97266	
McGalliard Lot	15,526
5815 SE 92nd Avenue	
Portland, OR 97266	
6317 SE 89 th Avenue	4,000
Portland, OR 97266	
6719 SE 86 th Avenue	4,000
Portland, OR 97266	
6801 SE 86 th Avenue	4,000
Portland, OR 97266	
8730 SE Rural Street	7,340
Portland, OR 97266	
6936 SE 91 st Avenue	5,100
Portland, OR 97266	

8732 SE Rural Street	6,140
Portland, OR 97266	
6109 SE 90 th Avenue	4,000
Portland, OR 97266	
8037 SE Duke Street	4,000
Portland, OR 97206	
6325 SE 86 th Avenue	4,000
Portland, OR 97266	
6111 SE 86 th Avenue	4,097
Portland, OR 97266	
10105 SE Pardee Street	5,333
Portland, OR 97266	
Former Architectural Iron Products	31,837
9231 SE Foster Road	
Portland, OR 97266	
Former Tate	7,925
9320 SE Ramona Street	
Portland, OR 97266	
South Waterfront Lot 8	48,645
NEC SW River Drive/SW River Parkway	
Portland, OR 97201	
South Waterfront Lot 3	91,476
SW River Parkway/SW Moody Avenue	
Portland, OR 97201	
South Waterfront Lot 4	81,978
2397 SW Moody Ave.	
Portland, OR 97201	
Former King Crusher Parts	10,000
1306 NE 2nd Avenue	
Portland, OR 97232	

Former Living Color 5001 NE MLK JR BLVD Portland, OR 97211	15,251
Marco Building Remaining Back Lot NE Garfield/Sumner/Emmerson Portland, OR	10,440
Former Wirf's Warehouse 5125-5131 NE MLK JR BLVD Portland, OR	33,000
Former Walnut Park Theater site 5029 NE MLK JR BLVD Portland, OR 97211	5,550
Former Eagle Summit Lots 6431-6435 NE MLK JR BLVD Portland, OR 97211	24,000
Former Ashbrook Site 6445 NE MLK JR BLVD Portland, OR 97211	10,439
Former Grant Warehouse Lot 3368 NE MLK JR BLVD Portland, OR 97212	16,200
Former Walnut Park Theatre Parking Lot 5044 Garfield Avenue Portland, OR 97211	19,130
Former McCann Lots 427 NE Cook Street Portland, OR 97212	10,800
Former Lenske Lot NEC/NE Cook Street & MLK JR BLVD Portland, OR 97212	5,400
One Waterfront Place North Parcel NW Naito Parkway Portland, OR 97209	50,947
Station Place @ 9th & Naito NW 9th Avenue/NW Naito Parkway Portland, OR 97209	5,074
Yards @ Union Station Lot 5 615 NW Naito Parkway Portland, OR 97209	44,302
Specifications for each task will be addressed in each work order issued	

SAMPLE INVOICE

Company Name _____
Address _____
City, State, Zip _____
Phone Number _____
Fax Number _____

Or Logo with this information

Date of Invoice:
Invoice Number:
Work Order Number:
Term:

Billed to: Portland Development Commission
Attention: Real Estate Services
222 NW 5th Avenue
Portland, OR 97209

Service Location: Name of Property (found on work order)
Address
City, State, Zip

Date of Services	Description of Services	Quantity	Unit Price	Total
July 2, 2008	Removed Graffiti	1 hour	\$50.00	\$50.00
	Paint	1 gallon	\$20.00	\$20.00
July 5, 2008	Routine Maintenance			
	Mowed, Removed Weeds,	1.5 hours	\$50.00	\$75.00
	Trimmed			
	Dump Fee	1	\$3.50	\$3.50
	Grand Total			\$148.50

Note: if there is a mileage charge it would be called out separately as well.