



## RFP No. TRN074

### PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

---

City of Portland, Oregon  
October 21, 2009

## REQUEST FOR PROPOSALS for On-Call Services for A & E Services

PROPOSALS DUE: November 19, 2009 by 4:00 p.m.

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

Submit one (1) original and four (4) complete hard copies, and one (1) CD of the Proposal to:

City of Portland  
Richard Gray, Contract Administrator  
City of Portland Bureau of Transportation  
1120 SW Fifth Avenue, Suite 800  
Portland, Oregon 97204

**Refer technical questions to :**

Richard Gray, Contract Administrator  
Phone (503) 823-5250  
Fax (503) 823-7609  
Email [Richard.Gray@pdxtrans.Org](mailto:Richard.Gray@pdxtrans.Org)



## GENERAL INSTRUCTIONS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

**REJECTION OF PROPOSALS**- The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the

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

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

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

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

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

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

**CONFIDENTIALITY** – All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

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

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

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

# PART I

# CONTRACT REQUIREMENTS

## SECTION A

## GENERAL INFORMATION

### 1. INTRODUCTION

The Portland Bureau of Transportation (PBOT) is the steward of the City's transportation system and a community partner in shaping a livable city. We plan, build, manage, maintain and advocate for an effective and safe transportation system that provides access and mobility to all citizens and other stakeholders. We keep Portland moving. For more information about PBOT, see [www.portlandonline.com/transportation](http://www.portlandonline.com/transportation),

The City of Portland Bureau of Transportation (PBOT) is seeking proposals from qualified consultants or consultant teams to provide services on an "as needed" basis (*see Scope of Work below*). The City refers to these as-needed services as "on-call services". The services requested under these contracts will typically be for projects that are small to medium in size and limited in scope of work. They generally include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. The maximum total value for each service area is identified for each service area in Part I, Section B (Work Requirements).

PBOT may award contracts to multiple firms in each service area. Successful Proposers will enter into a 3-year contract (the City may choose to extend the contract in as many as two one-year extensions) for the service area as required. **There is no guarantee that the total dollar amount of the contracts in the service area will be reached.**

### 2. BACKGROUND

PBOT is comprised of five operating groups, each requiring a variety of professional services:

- Engineering and Technical Services
- Development and Capital Programs
- Maintenance Operations
- System Management
- Office of the Director – Planning and Business Services Divisions

PBOT anticipates that over the next three years, certain projects will require miscellaneous professional services. Projects include those with currently undefined scopes and generally include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. Individual projects will be assigned to successful Proposers as project needs are identified under these flexible service contracts. The scope of work, schedule and compensation for each project will be consistent with the proposal response and may be further developed by PBOT and the successful Proposer. Individual projects will be incorporated into a Work Order prior to commencement of work. **Successful Proposers may not begin work without a fully-executed Work Order and a Notice to Proceed issued by PBOT Contracts Services Group.** Negotiated dollar values for each Work Order will need approval by PBOT contracting staff. **The intent of these on-call contracts is to target smaller projects, however, PBOT may choose to use these on-call services contracts for projects up to \$75,000 per Work Order (\$250,000 for Street Design Contracts) or may choose to issue a stand-alone RFP for the project. There is no guarantee that there will be any work performed under these contracts and PBOT has no obligation to order work under these contracts.**

The City may award multiple contracts per service area. In order to receive a contract for a service area, Proposers must receive scores that place them in the top scoring for that service area. The City may, but is not obligated to, award up to the maximum number of contracts per area as indicated below.

**Proposers who submit separate proposals in multiple service areas may be awarded**

separate contracts in multiple service areas.

No.	Service Area Description	Maximum Number of Contracts to be Awarded	Maximum Contract Amount for the Three-Year Period (EACH CONTRACT)
I	Urban Design	3	\$150,000.00
II	Landscape Architecture	3	\$150,000.00
III	Transportation Planning	3	\$100,000.00
IV	Geotechnical Services	2	\$100,000.00
V	Traffic Engineering	4	\$250,000.00
VI	Street Design	4	\$500,000.00
VII	Traffic Signal Design	3	\$150,000.00
VIII	Street Light Electrical Design	3	\$150,000.00
IX	Computer Aided Drafting (CAD)	3	\$ 50,000.00
X	Structural Engineering	4	\$250,000.00

### 3. SCOPE OF WORK

PBOT is seeking proposals from qualified firms, teams or consultants, hereafter called "Proposers" with demonstrated experience in the appropriate service area(s) and proposes to engage the successful Proposer(s) to provide the services described below. Proposals will be accepted in the following ten distinct service areas:

- I) Urban Design,
- II) Landscape Architecture
- III) Transportation Planning
- IV) Geotechnical Services
- V) Traffic Engineering
- VI) Street Design
- VII) Traffic Signal Design
- VIII) Street Light Electrical Design
- IX) Computer-Aided Drafting (CAD)
- X) Structural Engineering.

### 4. WORK ORDERS

Contract services provided will be authorized by Work Orders (sample attached as Exhibit C) issued by the Contract Administrator in PBOT. These will not exceed the limits described above in the Background section.

Individual projects will be assigned to contracted, successful Proposers on a rotational basis within each service area as project needs are identified under these on-call contracts. The scope of work, schedule, deliverables and compensation for each project will be established in writing via a Work Order prior to commencement of the work. Any changes to cost, scope of work, deliverables or schedule must be done as an amendment to the Work Order. Any changes to the staff must be approved through an amendment to the contract.

Following the Notice to Proceed (Issued by the Contract Administrator and in conjunction with a signed Work Order), the Project Manager will work directly with the contracted successful Proposer for the duration of the project unless otherwise noted in the Work Order. No work shall begin until a signed Work Order has been issued. All work progress reports and invoices will be submitted to the Project Manager.

### 5. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services, but may award up to 32 contracts for a total dollar value of \$6,450,000. Services will be 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.

**6. TIMELINE FOR SELECTION** The following dates are proposed as a timeline for this solicitation:

Written proposals due at 4:00 p.m.	November 19, 2009
Announcement of short list of Proposers, if deemed necessary	December 21, 2009
Interviews, if deemed necessary	Week of January 4-8
Selection committee recommendation	January 8, 2010
Notice of Intent to Award issued	January 11, 2010
Contract negotiation with successful Proposers	Week of January 18-22, 2010
Contract executed	Week of February 1-5,2010

**The City reserves the right to make adjustments to the above noted schedule as necessary.**

**SECTION B**

**WORK REQUIREMENTS**

**1. TECHNICAL OR REQUIRED SERVICES**

The successful Proposer shall perform any combination of the tasks listed below within each specific service area. For each identified project, PBOT will provide the general scope of work. Consistent with the original proposal response and this solicitation, the successful Proposer will develop and negotiate the specific scope of work, budget, deliverables and schedule in writing. If accepted, a Work Order will be signed by both parties. Then, PBOT will instruct the successful Proposer to begin work via a Notice to Proceed.

**Service Area**

---

**Service Area I: Urban Design**

- a. Project scoping and analysis
- b. Conceptual design alternatives
- c. Streetscape planning and design
- d. Final plans and design details
- e. Public involvement / meeting facilitation

**Service Area II: Landscape Architecture**

- a. Design for renovation of existing facilities
- b. Identify, coordinate and obtain needed permits
- c. Cost estimating
- d. Final plans, details and specifications
- e. Public involvement / meeting facilitation

**Service Area III: Transportation Planning**

- a. Transportation planning analysis
- b. Transportation impacts analysis on land use and economic development
- c. Transportation research, including information collection, data entry, and literature research
- d. Graphic materials and maps for public meetings
- e. Public participation / meeting facilitation

**Service Area IV: Geotechnical Services**

- a. Geotechnical investigations
- b. Laboratory testing
- c. Engineering analysis
- d. Geotechnical design

**Service Area V: Traffic Engineering**

- a. Conceptual designs and feasibility analyses

- b. Public Involvement
- c. Traffic operations analyses
- d. Alternatives development and analyses
- e. Construction traffic control plans and details
- f. Quantities and cost estimates

**Service Area VI: Street Design**

- a. Civil design, including street and stormwater
- b. Roadway standards evaluations
- c. Determination of stormwater requirements based on 2008 Stormwater Management Manual and Sewer and Drainage Facilities Design Manual
- d. Characterization of site drainage area and runoff
- e. Street lighting design
- f. Conceptual design alternatives and feasibility analyses
- g. Engineering plans, details and specifications
- h. Quantities and cost estimates

**Service Area VII: Traffic Signal Design**

- a. Traffic signal design and signal timing plans
- b. Traffic operations analyses using signal optimizing models
- c. Recommended signal timing plans

**Service Area VIII: Street Light Electrical Design**

- a. Street lighting design and electrical engineering
- b. Engineering plans, details and specifications
- c. Street lighting standards evaluation

**Service Area IX: Computer-Aided Drafting (CAD)**

- a. Use of Microstation software to create street and stormwater plans, engineering details and right-of-way exhibits
- b. Create base maps for construction plans, check for accuracy, resolve discrepancies and missing data; analyze field data
- c. Obtain record information from utilities and other agencies; research files, drawings and maps for facilities and line locations, depth and other relative information

**Service Area X: Structural Engineering**

- a. Bridge design, including alternative development and analyses
- b. Landslide repair / mitigation
- c. Retaining structures
- d. Plans, details and specifications
- e. Bridge Inspection and load rating

**2. WORK PERFORMED BY THE CITY**

The City will assign a project manager to oversee the successful Proposer's work and provide support as needed. The City will provide the successful Proposer with direction and access to City records as needed. Any specific duties the City will perform for each project will be identified in the individual Work 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 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 individual projects shall be defined via negotiated Work Orders prior to commencement of work.

For those contracts exceeding \$100,000, the successful Proposer(s) shall submit a Monthly Subconsultant Payment and Utilization Report by the 15<sup>th</sup> of each month (reference Part II, Section C.5 of the RFP).

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 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**

The City anticipates having the successful Proposer be available to work immediately upon contract execution with submittal of final deliverables to the City occurring no later than December 31, 2012, unless the contract is extended at the City's option as described above. The successful Proposer will perform no work under this contract until a Work Order has been approved by the City.

**6. PUBLIC SAFETY**

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

**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 from the successful Proposer or its insurer(s) to the City.

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

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

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

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

**Certificates of Insurance:** As evidence of the insurance coverages, the successful Proposer shall furnish acceptable insurance certificates to the City at the time signed contracts are returned to the City. The certificate will specify all of the parties who are

Additional Insureds and will include the 30-day cancellation clause as identified above. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **SECTION C**

### **ATTACHMENTS**

#### **1. INDEX**

Exhibit A PBOT Design Guidelines  
Exhibit B First Tier Subconsultant Disclosure Form 1 (submit Form 1 with proposal)  
Exhibit C Sample Blank Work Order

#### **2. SAMPLE CONTRACT**

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



## PART II

## PROPOSAL PREPARATION AND SUBMITTAL

### SECTION A

### PRE-SUBMITTAL CLARIFICATION

#### 1. PRE-SUBMITTAL MEETING

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

#### 2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is November 12, 2009.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Richard Gray, Contract Administrator  
Portland Bureau of Transportation  
1120 SW 5<sup>th</sup> Ave. Suite 800  
Portland, Oregon 97204

Phone: (503) 823-5250  
Fax: (503) 823-7609  
E-mail: [Richard.Gray@pdxtrans.org](mailto:Richard.Gray@pdxtrans.org)

### 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 (**including the Service Area for which the Proposal is intended**), the RFP number and the name and address of the Proposer. A Proposer wishing to submit in more than one Service Area must submit separate Proposals for each Service Area in separate envelopes for each Service Area in which the Proposer is interested. The Service Area must be clearly identified on the outside of the envelope and in the Cover Letter. Each proposal submitted must meet the RFP evaluative criteria as a stand alone response and cannot rely on information included in other proposals submitted by the same 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 fifteen (15) pages, including references. First Tier Subconsultant Disclosure Form, 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

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. Project Approach and Understanding
5. Diversity in Employment and Contracting Requirements
6. Proposed Cost
7. Supporting Information
8. A completed First Tier Subconsultant Disclosure Form (refer to Part II.C.5)

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

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

#### BUSINESS COMPLIANCE

The 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 the Bureau of Purchases, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com/omf/purchasing>

##### **Non-Discrimination in Employee Benefits (Equal Benefits)**

Proposers are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to contract award; otherwise your proposal may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits

Compliance Worksheet/Declaration Form can be obtained from the following web site:  
<http://www.portlandonline.com/omf/purchasing>

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

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

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

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

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure that 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**

### Management Approach

Describe or provide a detailed description of your firm's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.

### Key Personnel

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, including any subconsultants.

PBOT is particularly interested in:

- (1) How well does the Proposer's qualifications and experience relate to this specific service area?
- (2) Does the expertise of the Proposer cover all potential phases of the service area?

PBOT may consider any of the following:

- Extent of company's principal member's involvement.
- Team qualifications and experience on similar or related projects:

- qualifications and relevant experience of prime consultant
- qualifications and relevant experience of sub-consultants, if any
- project manager's experience with similar projects
- Names of key members who will be performing the work on projects, and:
  - their responsibilities on past projects
  - current assignments and location
  - experience on similar or related projects
  - unique qualifications

**3. PROPOSER'S CAPABILITIES**

- Describe similar projects performed within the last five (5) years, which best characterize firm's capabilities, work quality and cost control.
- Describe similar projects with other government agencies.
- Describe firm's resources available to perform the work for the duration of any potential projects and other on-going projects.
- Describe firm's internal procedures and/or policies associated or related to work quality and cost control.
- Describe firm's management and organizational capabilities.

**4. PROJECT APPROACH AND UNDERSTANDING**

- Describe the proposed work tasks and activities, the methodology that will be used to accomplish them, and identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with City staff.
- Identify the time frame estimated to complete each task.

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

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

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
  - Number of total employees and description of type of work performed.
  - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
  - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
  - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
  - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:

- List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
  - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
  - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of certified M/W/ESB firms on this project. Include in your response:
- Subcontracting opportunities your firm has identified in the scope of this project.
  - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?
  - Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.
  - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal. In addition, **all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1** in their proposal, which requires Proposers to identify the following:
- The names of **all** subconsultants to be used on this project with subcontracts greater than or equal to \$10,000.
  - The names of all State of Oregon certified MBE, WBE and ESB firms. If firms have more than one certification (i.e., ESB and MBE, and/or ESB and WBE) note that on the form so that proper credit can be given for the ESB goal and for tracking MBE and WBE utilization.
  - The proposed scope or category of work for each subconsultant.
- If Proposers will not be using any subconsultants that are subject to the above disclosure requirements, Proposers are required to indicate "**NONE**" on the First Tier Subconsultant Disclosure Form 1.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals. The City will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer, and the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent originally proposed and submitted in its proposal. The successful Proposer will not be permitted at any time to substitute or add a subconsultant without the prior written approval of the Purchasing Agent. ALL subconsultants, including M/W/ESB firms, and first tier subconsultants shall be reported on the Monthly Subconsultant Payment and Utilization Report as well as contract amounts and payments. For reference, a copy of this form may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851> .

## 6. PROPOSED COST

The proposal shall include the Proposer's true cost for the proposed work. This cost shall include the hourly rates of each person associated with the project as well as other associated costs. It is understood that the number of hours and associated costs will vary based on the effort required for each Work Order to be specified in the future. This cost is to be irrespective of the City's anticipated cost.

In this section, list billing rates by classification for all staff (including subconsultants) that

may be assigned project tasks. Salary ranges by classification are acceptable. Multipliers for all firms must be listed. Any specific costs such as subconsultant mark-up must be listed. Describe how costs will be managed to the benefit of the City of Portland. Refer to the Multiplier Policy below. An example of how these costs could be displayed is as follows:

$$\text{Hourly Wage Paid (by class OK)} \times \text{Multiplier} = \text{Hourly Billing Rate}$$

**Multiplier Policy**

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

**Allowed Reimbursable Costs**

The only additional costs that are reimbursable are as follows:

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of successful Proposer and/or experts when specified in the contract or requested by PBOT, directly attributed to specific tasks and when to a location outside a 100 mile radius of successful Proposer's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines, which are based on the General Services Administration (GSA) per diem rates. These costs will be reimbursed without mark-up

**Subconsultant Costs**

Compensation for subconsultants shall be limited to the same restrictions imposed on the successful Proposer. The Proposal must specify the successful Proposer's proposed markup for subconsultant costs. The maximum markup on subconsultant services shall not exceed 5%. Successful Proposer is not guaranteed the maximum mark-up will be allowed, it may be less or none at all. The actual rate will be determined during contract, Work Order negotiations.

**Adjustment of Hourly Rates Due to Inflation**

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

Rate increases are subject to the following limitations:

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

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

**7. SUPPORTING INFORMATION**

Supporting material must include a minimum of 2 references, and may include other information pertinent to the project or work to be performed. References must include the contact person's name, agency, address, phone number, their role in the project (e.g., project manager, etc.), name of the project and when the work was done.

# PART III

# PROPOSAL EVALUATION

## SECTION A

## PROPOSAL REVIEW AND SELECTION

### 1. EVALUATION CRITERIA SCORING

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

	<b>Criteria</b>	<b>Maximum Score</b>
a.	Cover Letter	0
b.	Project Team	35
c.	Proposer's Capabilities	20
d.	Project Approach and Understanding	15
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	15
g.	Supporting Information	0
	<b>Total Points Available</b>	<b>100</b>

### 2. PROPOSAL REVIEW

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

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of 15 working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, may be selected for oral interviews if deemed necessary. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- e. If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

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

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

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

**preliminary determination of whether its proposal will be rejected.**

**3. CLARIFYING PROPOSAL DURING EVALUATION**

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

**SECTION B**

**CONTRACT AWARD**

**1. CONSULTANT SELECTION**

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

**2. CONTRACT DEVELOPMENT**

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

**3. AWARD REVIEW AND PROTESTS**

REVIEW:

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

PROTESTS OF CONTRACT AWARDS:

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

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

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

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

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



## **EXHIBIT A PBOT DESIGN STANDARDS**

Design standards, guidelines, requirements and methodologies to be used are prescribed in the latest editions of the publications listed below. The list is not intended to be exhaustive.

### **General and Administrative**

- City of Portland Standard Construction Specifications, 2007

### **Geotechnical**

- Soil and Rock Classification Manual, ODOT
- Foundation Design Report and Writing and Report Writing for Projects Designed By Consultants, ODOT, June, 1994

### **Roadway**

- A Policy on Geometric Design of Highways and Streets AASHTO, 2001
- Highway Design Manual, ODOT 1996
- Manual of Uniform Traffic Control Devices (MUTCD), Millennium edition
- Uniform Appraisal Standards for Federal Land Acquisition
- Guide for Design of Pavement Structural Manual, ODOT 1994
- Oregon Bicycle and Pedestrian Plan
- Portland Pedestrian Design Guidelines, 1998

### **Electrical**

- National Electrical Code (NEC)

### **Structural**

- AASHTO LRFP Bridge Design Specifications, 2004
- Bridge Design & Drafting Manual, ODOT

### **Specifications and Standards**

- City of Portland Standard Construction Specifications, 2007
- City of Portland Standard Drawings
- Oregon Department of Transportation Standard Drawings

## EXHIBIT B

### CITY OF PORTLAND PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES FIRST TIER SUBCONSULTANT DISCLOSURE FORM

---

#### **CITY PTE DISCLOSURE REQUIREMENTS**

The City's disclosure program was adopted to document the use of subconsultants on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information
- 2) State of Oregon M/W/ESB designation  
*(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://eqov.oregon.gov/DCBS/OMWESB/index.shtml>)*
- 3) The proposed scope or category of work that the subconsultant will be performing
- 4) The amount of the subconsultant's contract

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

**ATTACHMENTS:**    Form 1: City of Portland PTE First Tier Subconsultant Disclosure Form

**CITY OF PORTLAND  
PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM  
(FORM 1)**

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that subconsultant.

**Proposer Name:** \_\_\_\_\_ **Proposed Cost:** \_\_\_\_\_

**RFP Number:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

SUBCONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$

**NOTE:**

- 1) If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 2) All subconsultants with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*: <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>.

**EXHIBIT C-Sample of PBOT Flexible Services Work Order**

**Flexible Service Work Order**

**Contract #**

Project: \_\_\_\_\_ Work Order #: \_\_\_\_\_

SAP Cost Object: \_\_\_\_\_ Proposed Consultant: \_\_\_\_\_

(PBOT)Project Manager: \_\_\_\_\_ initials: \_\_\_\_\_ Phone: \_\_\_\_\_

(Vendor)Work Order Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Bureau and Section: PBOT

Funding Source: \_\_\_\_\_ Fiscal Year Funds come from (Year): \_\_\_\_\_

Effective date of Work Order: As signed by all Cost (not to exceed): \$ \_\_\_\_\_

Expiration Date: \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_

Total to Date \$ \_\_\_\_\_

Project Synopsis of Statement of Work (Statement of Work is attached and incorporated by this reference):

The City of Portland pays on a net 30 day basis after receipt of invoice. Please reference Contract & WO number on all invoices.

**Approved By:**

**Acceptance of Terms by Consultant:**

\_\_\_\_\_  
**Contracts** **Date**

\_\_\_\_\_  
**Name/Title** **Date**

\_\_\_\_\_  
**Financial Analyst** **Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Division Manager** **Date**

\_\_\_\_\_  
**City, State, Zip code**

E-Mail address: \_\_\_\_\_

**THIS IS A SAMPLE**