



IRFP No. WTR - A49

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon
January 28, 2013

INTERMEDIATE REQUEST FOR PROPOSALS

for

On-Call Services for Commercial Real Estate Brokerage Services

PROPOSALS DUE: February 18, 2013, by 3:00 p.m.

Mark envelope(s) with the IRFP number and project title.

SUBMITTAL INFORMATION: Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)

Submit the Proposal to:

City of Portland
Water Bureau
Attn: Corrina Rodriguez
1120 SW 5th Avenue
Room 600
Portland, OR 97204

Refer questions to:

City of Portland
Water Bureau
Attn: Corrina Rodriguez
Phone: (503) 823-7550
Email: corrina.rodriguez@portlandoregon.gov

GENERAL INSTRUCTIONS AND CONDITIONS

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

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

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

INVESTIGATION – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this intermediate request for proposal.

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

Oral instructions or information concerning the Intermediate Request for Proposal given out by City bureaus, employees or agents to prospective Proposers shall not bind the City.

ADDENDUM – Any change to this IRFP 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 Intermediate 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 Intermediate Request for Proposal.

CANCELLATION – The City reserves the right to modify, revise or cancel this IRFP. 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 rejected as non-responsive and returned to the Proposer unopened.

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

subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

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

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

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

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

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

CONFLICT OF INTEREST – A Proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this Intermediate 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 intermediate request for proposals, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

PUBLIC RECORDS – Any information provided to the City pursuant to this IRFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192.410 to 192.505). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4) and/or ORS 646.461 et seq. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

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

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

These Professional, Technical and Expert Services Request for Proposal "General Instructions 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

1. SCOPE OF WORK

The City of Portland (City) Water Bureau (PWB), Property Management is seeking proposals from experienced and qualified individuals, firms, teams or consultants, hereafter called "Proposer(s)," who can provide a variety of Commercial Real Estate Brokerage Services on an as needed basis during a term of three (3) years with the tasks issued via Task Orders.

These as-needed services are referred to as "on-call services," and generally include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. Task Orders will be issued to successful Proposer(s) under these on-call service contracts as individual project needs are identified.

The successful Proposer(s) will assist the PWB in Commercial Real Estate Brokerage Service tasks that exceed PWB's resources or expertise. The Successful Proposer's tasks will include but not be limited to the following services:

- Site Search/Survey and analysis of market conditions;
- Valuations, Financial and Project Feasibility Analysis;
- Site Acquisition;
- Sale or Disposition of Property;
- Leasing Services; and,
- Additional real estate analysis and support services as required.

The successful Proposer will be expected to enter into a not-to-exceed Professional, Technical, and Expert Services Contract with the City. A sample of the City's standard contract can be viewed at:

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

2. PROJECT FUNDING

The total not-to-exceed amount of these contracts will be **\$23,600** for a three (3) year term contract. Each individual contract will not exceed **\$11,800**. The Proposer will include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work.

Services are requested as the need arises via Task Order, therefore there is no guarantee of work to be assigned under any resulting contract, or that the total dollar limit of any contract will be reached. The cost for services performed under any Task Order may vary depending upon the amount of work estimated for that particular project. However, under no circumstance will an individual Task Order amount exceed **\$5,900**.

The City intends to award an on-call service contract to two (2) successful Proposers in the category listed below. Successful Proposers may be called upon to provide consulting services and/or undertake fixed-term projects. The services requested under this on-call service contract will be small to medium in scope. Task Orders may range from a few thousand dollars up to **\$5,900** subject to specific needs and budget availability in any given year.

No	Service Category Description	Maximum Number of Contracts to be Awarded	Maximum Contract Amount for the Three-Year Period
1.	Commercial Real Estate Brokerage Services	2	\$11,800

3. TASK ORDERS

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

PWB's Contract Administration Branch (CAB) will provide the general scope of each task/project to the successful Proposer. If accepted, a Task Order will be completed by the PWB's CAB and will be signed by each party. Work to be performed may proceed once all parties have signed the Task Order.

Compensation for each Task Order will be determined through negotiation with the successful Proposer based on the scope of work, the hours the successful Proposer estimates for performance of the work and the successful Proposer's hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the successful Proposer will be paid for the actual hours necessary to complete the Task Order. If the successful Proposer underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order will be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

The successful Proposer must be able to start the work per the Task Order no later than seven (7) calendar days from the date of the Task Order's last signature as projects often require work with short deadlines. Once the successful Proposer is directed by CAB, the PWB Project Manager will work directly with the Contractor for the duration of the Task Order unless otherwise noted in the Task Order.

If the successful Proposer is unable or unwilling to complete the project within the required time, it will so state in writing to the City's Project Manager and will forfeit the Task Order within forty-eight (48) hours of being notified.

In the event that the contract maximum amount is reached prior to the end of the contract term, the successful Proposer's Contract will be closed.

Following the execution of each Task Order, the City's Project Manager will work directly with the successful Proposer for the duration of the project unless otherwise noted on the Task Order.

- 4. TECHNICAL OR REQUIRED SERVICES** The successful Proposers will perform Commercial Real Estate Brokerage Services on an as-needed basis, and will be expected to work closely with the designated PWB, Property Management personnel to accomplish the following goals:
- **Site Search/Survey and Analysis of Market Conditions:** The successful Proposer will perform site search/survey and analysis of market availability for the lease and/or purchase of real property land and/or improvements.
 - **Valuations, Financial and Project Feasibility Analysis:** The successful Proposer will perform valuations analysis and report services to support decision making processes regarding the purchase, license, lease, acquisition, sale and/or development of real property.
 - **Site Acquisition:** The successful Proposer will perform site acquisition of land and/or improvements via purchase, lease, license, sale-leaseback, build-lease, and/or option to purchase.
 - **Sale or Disposition of Property:** The successful Proposer will perform the marketing and sale of real property.
 - **Leasing Services:** The successful Proposer will conduct and manage lease negotiations to successful execution and conclusion.
 - **Additional Real Estate Analysis and Support Services as Required:** The successful Proposer will perform additional real estate analysis and support services requirements to include, but not be limited to, income cash flow (pro-forma) analysis; project feasibility studies; discount cash flow analysis (net present value) for leasehold interest value/cost; and, own versus lease cost study/analysis and redevelopment potential studies.
- The successful Proposer's staff assigned to a task should have a minimum of three (3) years experience performing the types of duties required by the specific project.
- 5. WORK PERFORMED BY THE CITY** The City has assigned a Project Manager to oversee the successful Proposer's work and provide support as needed. The City's designee will work closely with providing information needed for successful marketing of its properties. Site addresses and specific concerns will be given to the successful proposers by the PWB Project Manager.
- 6. DELIVERABLES AND SCHEDULE** Deliverables will be considered those tangible items resulting from work products that are to be delivered to the PWB 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>.
- All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Contractor and any Subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.
- 7. PERIOD OF PERFORMANCE** The City anticipates having the successful Proposer begin work immediately upon contract execution.
- 8. PUBLIC SAFETY** Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer will anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents will 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.

9. INSURANCE

The successful Proposer(s) shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract. Successful Proposer shall provide evidence that any or all subcontractors performing work or providing goods or services under the contract have the same types and amounts of insurance coverage as required herein or that the subcontractor is included under the Successful Proposers policy

Workers' Compensation Insurance: Successful Proposer shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The Successful Proposer and any/all subcontractors shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

Commercial General Liability Insurance: Successful Proposer shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent successful Proposer's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Automobile Liability Insurance: Successful Proposer shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Professional Liability & Errors & Omissions Insurance: Successful Proposer shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Successful Proposer under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Successful Proposer may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Successful Proposer obtains *an unlimited* extended reporting period or tail coverage. Successful Proposer shall provide proof of insurance through satisfactory certificate(s) of insurance to the City.

Additional Insured: The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Successful Proposer's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Continuous Coverage; Notice of Cancellation: The Successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Successful Proposer to the City. If the insurance is canceled or terminated prior to completion of the Contract, Successful Proposer shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Certificate(s) of Insurance: Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The insurance coverage required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Successful Proposer shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

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

2. IRFP CLARIFICATION

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

Attn: Corrina Rodriguez
E-mail: corrina.rodriquez@portlandoregon.gov

SECTION B

PROPOSAL SUBMISSION

1. PROPOSALS DUE

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

2. PROPOSAL

Proposals must be clear, succinct and not exceed **10** pages. Section dividers, title page, resumes, 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 requests the use of submittal materials (i.e. paper, envelopes, etc.) that contain post-consumer recycled content and are readily recyclable. Submittals will NOT include 3-ring binders or any plastic binding, folders, or indexing materials. Reusable binding posts, clips or rings and recycled content paper envelopes or folders are examples of acceptable bindings. Submittals will be printed 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. PROPOSAL SUBMISSION For purposes of this proposal submission, the proposer shall submit: one (1) original printed copy, four (4) additional printed copies and one (1) electronic copy on CD. If the proposer requests redactions please submit one (1) unbound Redacted Copy. If no redactions are requested please state that in the Cover Letter portion of your submittal. The entire proposal submittal must be received at the place and on or before the time and date specified on the cover page of this RFP document.

REDACTION FOR PUBLIC RECORDS: Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. Proposers are required to submit a redacted copy of their proposal and all attachments. "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

When preparing a redaction of your proposal submission, a proposer must plainly mark, but leave readable, the redactions by highlighting the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur will be included with the proposal submission (summary is not included in page limitations). **If a proposer fails to submit a redacted copy of their proposal as required, the City may release the proposer's original proposal without redaction.** 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.

Unless expressly provided otherwise in this IRFP or in a separate written communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. The City agrees not to disclose proposals until the City has completed its evaluation of all proposals and publicly announces the results.

Please refer to the GENERAL INSTRUCTIONS AND CONDITIONS for more information about confidential information within public records.

4. ORGANIZATION OF RESPONSE

Proposers must provide all information as requested in this Intermediate Request for Proposal (IRFP). Responses must follow the format outlined in this IRFP. 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 will be organized in the following manner:

1. Cover Letter
2. Experience and Capabilities
3. Diversity in Employment and Contracting Requirements
4. Proposed Cost
5. Project Approach and Understanding

SECTION C

EVALUATION CRITERIA

1. COVER LETTER

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

The Cover Letter must include the following:

- IRFP number and project title;
- name(s) of the person(s) authorized to represent the Proposer in any negotiations;
- name(s) of the person(s) authorized to sign any contract that may result;
- contact person's name, mailing or street addresses, phone and fax numbers and email address; and,
- statement that no redactions are requested, if applicable

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 will be responsible for the following:

Certification as an EEO Affirmative Action Employer

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award.

Details of certification requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-5047, website: www.portlandonline.com. To apply for certification go to our website at: www.ebidexchange.com/cityofportland

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 firms' City of Portland Business License number as well as the Equal Employment Opportunity (EEO) expiration date.

2. EXPERIENCE AND CAPABILITIES

The Proposer will provide information relating to the firm's experience, capabilities and resources in relation to Real Estate Brokerage Services and should describe such things as:

- Experience with similar projects;
- Key personnel's qualifications and relevant experience on similar or related projects;
- Resources available; and,
- Internal procedures and/or policies relating to work quality, cost control and organizational management.

3. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

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

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

All Proposers will address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB). Provide a copy of the State of Oregon certification letter confirming receipt of application, or a copy of the approval letter certifying your firm as a State of Oregon M/W/ESB (a copy of this letter does not affect the page-limit identified under Part II, Section B.2 of this document).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
 - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of State of Oregon certified M/W/ESB firms on this project. Include in your response:
 - Subcontracting opportunities your firm has identified in the scope of this project.
 - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?
 - Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.
 - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal.

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

4. PROPOSED COST

The proposal will include the Proposer's true estimated cost or fixed-price estimate for the proposed project approach irrespective of the City's anticipated cost. Additionally, this cost will include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task.

5. PROJECT APPROACH AND UNDERSTANDING

The Proposer's understanding and approach to the project is an important aspect of RFP process. The Proposers should provide clear and concise understanding of the project by describing and clarifying any major issues based upon project information provided in this RFP.

For each phase of work, the project approach should:

- 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; and,
- Identify the time frame estimated to complete each task.

PART III

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA SCORING

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

Criteria		Maximum Score
a.	Cover Letter	0
b.	Experience and Capabilities	40
c.	Diversity in Employment and Contracting	20
d.	Proposed Cost	30
e.	Project Approach and Understanding	10
Total Points Available		100

2. PROPOSAL REVIEW

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

The successful Proposer will be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted proposals.
- The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- The committee will require a minimum of **10** working days to evaluate and score the written proposals.
- A short list of Proposers, based on the highest scores, may be selected for oral interviews if deemed necessary. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the oral interviews.

All communications will be through the contact(s) referenced on the cover of this solicitation. 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 IRFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

The City has the right to reject any or all proposals for good cause, in the public interest.

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

3. CLARIFYING PROPOSAL DURING EVALUATION

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

SECTION B

1. CONSULTANT SELECTION

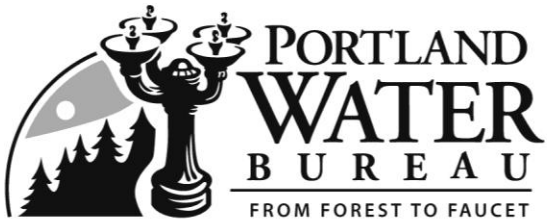
The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring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

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this contract will be a public record and not exempt from disclosure, including items redacted from the proposal. The form of contract will be the City's Contract for PTE Services.

3. REVIEW

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



Randy Leonard, Commissioner
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandonline.com/water



An Equal Opportunity Employer

Exhibit A

Task Order No. ____

Contract No. _____

The Contract by and between {include contractor's name}, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for On-Call Services Contract for (Project Name) for the {include project name}.

As directed in the Contract, this executed Task Order directs Contractor to perform the services as outlined in the attached Exhibit A and Exhibit A1 and as directed in the Contract. These tasks shall be performed by personnel listed below and as referenced in the attached Exhibits.

CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

CONTRACTOR PERSONNEL NAME	ROLE ON PROJECT

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

SUBCONTRACTOR BUSINESS NAME	ROLE ON PROJECT

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

DELIVERABLES AND SCHEDULE

Contractor shall provide the modular office building at Headworks and complete the deliverables per the schedule as described in Exhibits A and Exhibit A1 attached to this Task Order.

COMPENSATION

The total not exceed amount for all services being provided by the Contractor under this Task Order shall not exceed {include task order limit amount}. Unless authorized by a written Amendment to the Task Order no additions or changes shall be made to this Task Order. The hourly rates shall be as indicated in the Contract and amendments to the Contract. This Task Order shall expire month, day, and year.

PAYMENTS

On or before the 15th of each month, the Contractor shall submit to the Water Bureau's Accounts Payable an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number, Task Order, Service item number, and set out all items for payment including, but not

limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, tasks performed, and the percentage of work successfully completed for the task.

The Contractor shall also attach photocopies of claimed reimbursable expenses. The Contractor's Project Manager shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract and task order. The billing from the Contractor must clearly roll up labor and reimbursable costs for the Contractor and subconsultants – matching the subconsultant invoices.

Invoices shall be e-mailed to the PWB's Accounts Payable Department at: wbaps@portlandoregon.gov.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Bureau to Contractor.

CITY CONTACT INFORMATION

The Portland Water Bureau's Project Manager for this project is *{include City PM's name}*. For questions the Contractor shall contact the Project Manager at 503-823-xxxx or by e-mail at *{include email address name@portlandoregon.gov}* For contract questions the Contractor shall contact the Contract Administration Branch at 503.823.7550.

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

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

Contractor's Name,

BY: _____ Date: _____

Name: _____

Title: _____

CITY OF PORTLAND WATER BUREAU:

BY: _____ Date: _____

{PWB Approving Authorities Name}
Chief Engineer
Portland Water Bureau

Note: Attached to the Task order will be an Exhibit A, which includes Task Background, Scope of Work, and the deliverables required by the Contractor. In addition, Exhibit A1 will be included as an attachment to the task order and will provide a defined budget detail.