



**IRFP NUMBER TRN104**

**PROFESSIONAL, TECHNICAL AND EXPERT SERVICES**

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**City of Portland, Oregon  
March 22, 2013**

**INTERMEDIATE REQUEST FOR PROPOSALS**

**for**

**Independent Ropeway Engineer for the Portland Aerial Tram**

**PROPOSALS DUE: April 19, 2013 by 4:00 p.m.**

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

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

**Submit the Proposal to:**

Patrick Boyd  
City of Portland  
*Bureau of Transportation*  
*1120 SW 5<sup>th</sup> Avenue, Suite 800*  
Portland, OR 97204

**Refer questions to:**

*Patrick Boyd*  
Fax: (503) 865-3453  
Email [Patrick.Boyd@portlandoregon.gov](mailto:Patrick.Boyd@portlandoregon.gov)

## GENERAL INSTRUCTIONS AND CONDITIONS

### **CORPORATE RESPONSIBILITY AND SOCIAL EQUITY CONTRACTING –**

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 M/W/ESBs on all 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 policies, go to: <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 this solicitation.

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

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

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

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

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

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

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

**LATE PROPOSALS –** Proposals received after the scheduled closing time for filing will be rejected as non-responsive and returned to the Proposer unopened.

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

submission of a proposal for a preliminary determination of whether its proposal will be rejected.

**CITY OF PORTLAND BUSINESS TAX –** Successful Proposer shall obtain a current City of Portland Business Tax registration 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 Request for Proposal has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

**PUBLIC RECORDS –** Any information provided to the City pursuant to this RFP 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

# SOLICITATION REQUIREMENTS

## SECTION A

## GENERAL INFORMATION

### 1. SCOPE OF WORK

The City of Portland, Bureau of Transportation is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in aerial passenger ropeway operations, including design, operations, maintenance, inspection, safety.

The Bureau of Transportation proposes to engage the successful Proposer to assume the role of Independent Ropeway Engineer hereinafter referred to as "IRE" and perform annual independent audits of the Portland Aerial Tram,

### 2. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services. The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work.

### 3. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this project:

Written proposals due at 4:00 p.m.	April 19, 2013
Announcement of short list Proposers	April 26, 2013
Interviews, if deemed necessary	May 3, 2013
Selection committee recommendation	May 10, 2013
Contract negotiation with successful Proposer	May 17, 2013
Notice to proceed – work begins	May 24, 2013

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

The selected IRE will perform the tasks listed below:

#### Operational Services

- 1) IRE will perform two annual inspections of the Portland Aerial Tram - one announced and one unannounced. The inspections shall verify preservation of original design integrity and cover the requirements of maintenance, operation, self-inspections, and record keeping standards as set forth by ANSI B77.1-2006 and the manufacturer's manuals.

The announced inspection will be conducted in conjunction with the annual brake, load and performance test procedures involving loaded carriers (as required by the manufacturer) so that the IRE may observe brake and other test procedures and results. The IRE will coordinate with the operator of the Portland Aerial Tram at least 10 working days in advance regarding any time in which the inspection will render the tram temporarily unavailable for public operation, pursuant to the closure guidelines specified in the Operator's "Standard Operating Procedure Manual."

- 2) IRE will submit the findings from each inspection in a draft written report that identifies

the current condition of the tram (referring to the Inspections Procedure Manual and applicable ANSI standards, as necessary) to the Director of the Bureau of Transportation and the City Project Manager for the Portland Aerial Tram. IRE will provide ten copies of the draft report to be dispersed to appropriate parties for review.

Items found either deficient, not in compliance, or posing an immediate threat to the life and safety of the public shall be both noted in the report and immediately brought to the attention of the Director of the Bureau of Transportation and the City Project Manager for the Portland Aerial Tram.

The IRE shall respond to any comments or questions regarding the draft report that are brought forward by the City.

Once reviewed, the IRE shall prepare and submit the final written report (and ten copies) to the above named City representatives within 10 working days of receiving comments.

- 3) The IRE shall verify the records of daily operations, inspections, and maintenance on the part of the Tram operator. The IRE shall perform this task in conjunction with each audit of the Portland Aerial Tram. The IRE shall examine the Operator's records and logs including, but not limited to, daily operational logs, wire rope/strand/chain logs, maintenance logs, and other testing reports. The IRE shall also confirm that the testing and emergency drills are being performed and coordinated in a manner set forth by ANSI B77.1-2006. The IRE shall further witness an emergency rescue drill that includes use of the standby drive, rescue drive, and cabin rope down systems. Any recorded anomalies of the equipment or any deficiencies in record keeping or performance testing shall be reported to the Director of the Bureau of Transportation and the Project Manager for the Portland Aerial Tram via a written signed report by the IRE.

**The IRE will also investigate any concerns forwarded by employees of the operator or owner regarding the safety of tram operations, maintenance or other procedures. The IRE will file a separate written report and recommendation for resolution with the Director of the Bureau of Transportation and the Project Manager for the Portland Aerial Tram. Work performed under this task will be reimbursed on a cost plus basis.**

## **2. WORK PERFORMED BY THE CITY / OTHERS**

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed.

Specific duties the City will perform include:

- Coordinate the availability of all parties required to complete the inspection process.
- Will coordinate with Operator to ensure that all operational logs, maintenance records, and reports are made available to IRE upon request.
- Will notify OHSU and the Tram Operator of any corrective actions noted in the IRE's report(s) within a period of thirty calendar days unless otherwise noted by the IRE.
- In the case of recommendations constituting routine or non-routine maintenance of the **Civil Elements**, observed by the IRE while inspecting the Tram, the City shall cause the recommendations to be investigated and implemented.
- For longer-term corrective actions, a status report will be filed with the IRE every ninety (90) calendar days.
- When this cycle of inspection and correction is completed the Director of Transportation will file a complete report for City Council acceptance summarizing the results of the inspection, corrective actions taken, and final concurrence of the specialist.

The Bureau of Transportation will submit an annual report to City Council that summarizes the findings from each IRE inspection. The report shall note any corrective actions taken

and verify that the required testing, emergency drills, and record keeping are in compliance with both ANSI B77.1-2006 and the Tram Manufacturer's Standard Operating Procedures Manual.

### 3. PROJECT REVIEWS

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager.

### 4. DELIVERABLES AND SCHEDULE

On all contracts over \$50,000, the successful Proposer shall submit a Monthly Subconsultant Payment and Utilization Report by the 15<sup>th</sup> of each month with invoice (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. 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.

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 this project shall include:

- 1) Two inspections performed annually, covering all required items outlined in Part I, Section B.1 of this RFP, and as required by ANSI B77.1-2006.
- 2) Draft and final written reports of the findings from each inspection, submitted to the Director of the Bureau of Transportation and the Project Manager for the Portland Aerial Tram. The reports shall include verification that all components listed in the Inspection Procedures Manual have been fully inspected. The report should also include any and all items found to be in noncompliance with ANSI B77.1-2006 standards and/or the tram manufacturer's Standard Operating Procedures Manual. The report will, at a minimum include:
  - A review of the items listed in the previous report and update on their status, if required.
  - A numbered list of items found not in compliance with ANSI B77.1 and/or the manufacturer's maintenance and operations manual.
  - For each numbered item, a reference to the particular section of ANSI B77.1 or manufacturer's documents that apply to the item not in compliance.
  - A recommended time frame for correction of the item not in compliance.
  - Additional observations or recommendations relating to tram operations, maintenance, and inspection procedures.
- 3) Copies of all notes resulting from an inspection of the Portland Aerial Tram, to be submitted with each written report to the Director of Transportation.
- 4) Certifications, additional reports, or other such documents may be required if any concerns or problems arise regarding the safe operations of the tram, whereby additional inspections or services will have been requested of the IRE.

The City invites the IRE to provide any additional ideas, observations, or recommendations for how to improve operations and/or annual inspections. Any additional information should be included in the written report.

All deliverables and resulting work products from this contract will become the property of the City of Portland. Deliverables shall be in both paper and electronic (PDF) format. 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.

**5. PLACE OF PERFORMANCE**  
**6. PERIOD OF PERFORMANCE**

The Portland Aerial Tram, Portland Oregon

The City anticipates having the successful Proposer begin work immediately upon contract execution.

The contract period shall be subject to negotiation, however the City currently anticipates that a contract duration of one (1) year from the actual date of final contract execution. It is anticipated that the contract may be automatically renewed for an additional one (1) year period unless either the IRE or City provide notice of termination in writing at least six (6) months prior to the end of the initial one (1) year term. The City will reserve the right at its sole discretion to assign and transfer the contract to another public entity, including but not limited to a public corporation organized under the laws of the State of Oregon. The IRE will not be permitted to assign the contract without the express written permission of the City.

**7. ACH PAYMENTS**

Proposals containing earlier completion of the deliverables are acceptable and encouraged.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at:

<http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into vendor accounts with financial institutions. All payments shall be in United States currency.

**8. PUBLIC SAFETY**

Public safety in the operation and maintenance of the Portland Aerial Tram is of paramount importance. The IRE shall coordinate with the Tram operator and OHSU's Department of Public Safety to ensure that the highest level of safety is maintained during inspections.

The successful IRE (including all 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.

Public safety personnel may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice.

**9. BUSINESS COMPLIANCE**

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

**Certification as an EEO Affirmative Action Employer**

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

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

The successful Proposer(s) must be in compliance with the City's Equal Benefits Program as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: [www.portlandonline.com](http://www.portlandonline.com). To apply for certification go to our website at: [www.ebidexchange.com/cityofportland](http://www.ebidexchange.com/cityofportland).

**Business Tax Registration**

The successful Proposer(s) must be in compliance with the City of Portland Business Tax registration 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 Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

**10. 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 be able to 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, and an umbrella or excess liability coverage of \$2,000,000. 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.

**Additional Insurance:** As required by Federal Law, State Statute, or City Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

**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 and additional insured endorsement forms(s) 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.

## SECTION C

## ADDITIONAL INFORMATION

### 1. 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>.

### 2. PROJECT DATA

In addition to general specifications, attached hereto as Exhibit C, respondents may review complete specifications, drawings, construction documents, and the Tram Manufacturer's Standard Operating Procedures Manual, at the Portland Bureau of Transportation, 1120 SW 5<sup>th</sup> Avenue Room 800, Portland, OR 97204.

Copies of the Tram specifications and the Manufacturer's Standard Operating Procedures Manual will also be available upon request.

To arrange for a specific time and room to review these documents, to conduct a site visit, or request copies of tram related manuals, contact the Project Manager for the Portland Aerial Tram:

**Rich Eisenhauer**  
Bureau of Transportation  
E-mail: richard.eisenhauer@portlandoregon.gov  
1120 SW 5<sup>th</sup> Avenue, Room 800 Phone: (503) 823-6108  
Portland, Oregon 97204 Fax: (503) 279-3943

### 3. INDEX

Exhibit A	Cost Proposal Example
Exhibit B	Final Technical Specifications - Technical Main Data
Exhibit C	Portland Aerial Tram – Longitudinal Profile



## PART II

## PROPOSAL PREPARATION AND SUBMITTAL

### SECTION A

### PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING
2. IRFP CLARIFICATION

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

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

Patrick Boyd  
Bureau of Transportation  
1120 SW 5<sup>th</sup> Avenue, Suite 800  
Portland, Oregon 97204

E-mail: Patrick.Boyd@portlandoregon.gov  
Fax: (503) 865-3453

### SECTION B

### PROPOSAL SUBMISSION

1. PROPOSALS DUE

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

2. PROPOSAL

Proposals must be clear, succinct and **not exceed 25 pages**. Section dividers, title page, table of contents, and the cover letter 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 shall 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 shall 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 and (5) additional printed copies, and one (1) MS Word format copy on CD disk or flash drive**. If the proposer requests redactions please submit an unprotected MS Word format document with redactions highlighted on a USB flash drive or CD disk. If no redactions are requested in a proposal, please state that clearly 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 shall 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 RFP 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. COST OF RESPONDING

All costs incurred by the Proposer in preparation of proposals to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the Proposer; the City shall not be liable for any of these costs. At no time will the City provide reimbursement for submission of a proposal unless so stated herein.

#### 5. ORGANIZATION OF PROPOSAL

For evaluation purposes, Proposers must provide all information as requested in this Request for Proposal (RFP). Proposals 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. Proposals shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Corporate Responsibility
6. Proposed Cost
7. Supporting Information
8. PTE Participation Disclosure Form 1

### SECTION C

### EVALUATION CRITERIA

## 1. COVER LETTER

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

The Cover Letter must include the following:

- RFP number and project title
- full legal name of proposing business entity
- structure or type of business entity
- 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
- 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.**

If your firm currently has a business tax registration, is in compliance with the Equal Benefits Program, and is EEO certified, include in the Cover Letter your firm's City of Portland Business Tax number, a statement that your firm's Equal Benefits Application has been approved as well as your Equal Employment Opportunity (EEO) expiration date.

## 2. PROJECT TEAM

The experience and qualifications of the successful Proposer will be critical to the thorough inspection and review of the tram and its operating, maintenance, and record-keeping procedures. The expertise and background of the IRE is also of paramount importance in ensuring that the safety and welfare of the traveling public is maintained at all times.

Respond to the following questions in your proposal:

- How well do the Proposer's qualifications and experience relate to the specifics of the Portland Aerial Tram Project and the requirements set forth for independent inspection and review?
- Does the expertise of the Proposer cover all phases and aspects of the project?

Also respond to the following:

- Approximate number of people to be assigned to the project (if applicable)
- Extent of company's principal member's involvement
- Team qualifications and experience on similar or related projects:
  - a) qualifications and relevant experience of prime consultant
  - b) qualifications and relevant experience of sub-consultants, if any
  - c) project manager's experience with similar projects

Names of key members who will be performing the work on this project, and:

- their responsibilities on this project
- current assignments and location
- experience on similar or related projects
- unique qualifications
- percentage of their time that will be devoted to the project

## 3. PROPOSER'S CAPABILITIES

This relates to the IRE's capabilities, resources, and track record in aerial tramway design, operations, maintenance and safety as it relates to inspections and testing (set forth in ANSI B77.1-2006)

Provide a narrative describing how the individual or firm meets the following qualifications:

- Licensed as a Professional Engineer in the State of Oregon
- Demonstrated experience with reversible aerial tramways that transport passengers. The applicant shall document his or her type and depth of experience.
- Has performed "Annual General Inspections", for use by an Authority Having

Jurisdiction as defined in ANSI B77.1, on aerial ropeways that transport passengers (i.e. chairlifts, gondola, reversible aerial tramways). The applicant shall document experience by location and type of aerial ropeway

- Has performed “Annual General Inspections” on **reversible aerial tramways**. The applicant shall document experience by listing the location and date of each “Annual General Inspection” on a reversible aerial tramway.

In addition, please provide a narrative describing:

- The individual’s or firm’s relevant experience
- The individual or firm’s safety record for both employees and passengers as it relates to the operation of aerial ropeways.
- Describe the individual or firm’s resources available to perform the work for the duration of the project and other on-going projects.
- Describe the individual or firm’s internal procedures and/or policies associated or related to work quality and cost control.

#### **4. PROJECT APPROACH AND UNDERSTANDING**

The Proposer’s understanding and approach to this particular transportation system is an important aspect of the RFP process. Proposers should provide clear and concise understanding of the Portland Aerial Tram and clarify any major issues based upon project information and attached materials provided in this RFP, governing rules and standards, and general code compliance for reversible aerial ropeways.

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 also 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. CORPORATE RESPONSIBILITY**

Per the City’s Social Equity Contracting Strategy and Sustainable Procurement Policy, the City is committed to contracting with diverse, socially and environmentally responsible businesses. The City of Portland values, supports and nurtures diversity, and is committed to increasing contracting opportunities for State of Oregon certified Minority, Women and Emerging Small Business enterprises (“M/W/ESB”). The City seeks to advance equity in public contracting, achieve the vision of the Portland Plan, promote M/W/ESB economic growth, and provide additional competition for City contracts while minimizing the environmental impacts of procuring professional services.

The Social Equity Contracting Strategy encourages the maximization of M/W/ESB business participation by partnering and mentoring between large and small firms on City contracts. Therefore, the City has established an overall aspirational goal of 20% in awarding PTE contracts to State of Oregon certified M/W/ESB firms. The City encourages proposers to use the State’s OMWESB website (<http://www4.cbs.state.or.us/ex/dir/omwesb/>) for identifying potential M/W/ESB subconsultants.

**All Proposers shall address the following four Corporate Responsibility criteria subsections in their proposals:**

**a. Oregon State Certification**

Please indicate in your response if your firm is currently certified in the State of Oregon as an MBE, WBE, or an ESB.

**b. Minority, Women, and Emerging Small Business Contracting**

- If your firm is acting as the prime consultant or utilizing subconsultants on this project, please list the total project participation (Proposer and subconsultant(s))

added together) including scopes of work on PTE Participation Disclosure Form 1.

- **Failure to submit the PTE Participation Disclosure Form 1 with the proposal may result in the proposal being found non-responsive and rejected.**
- Points will be awarded based upon the maximum dollars contracted with State of Oregon certified M/W/ESB prime and/or subconsultants.

**c. Workforce Diversity and Community Involvement**

- Describe your firm’s workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- How do you approach internal on the job training, mentoring, technical training, and/or professional development opportunities for women and people of color?
- Describe your firm’s employee compensation structure, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe your firm’s commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

**d. Sustainable Business Practices**

- List the top five actions/ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.).
- Regarding your top five actions, please reference implementation dates, timelines, and any performance metrics or third-party awards/recognition (such as [Sustainability at Work](#)).
- Does your firm participate in any third-party sustainability related organizations, networks, or committees? If so, list up to five examples and how long your firm has been an active participant in each.

The City expects thoughtful consideration of all four of the above Corporate Responsibility criteria subsections in the preparation of proposals. The City will enforce all M/W/ESB commitments submitted by the successful Proposer, and on all contracts over \$50,000, the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report (“MUR”) 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, delete, or add a subconsultant without the prior written approval of the Chief Procurement Officer. For reference, a copy of this MUR form may be obtained at:

<http://www.portlandoregon.gov/bibs/45475>

Evaluation Criteria Subsection Scoring for Corporate Responsibility:

<b>CORPORATE RESPONSIBILITY</b>	<b>Maximum Points for each Subsection</b>	
<b>Criteria Subsections</b>		
a. Oregon State Certification	4	
b. M/W/ESB Contracting	8	
c. Workforce Diversity & Community Involvement	3	
d. Sustainable Business Practices	5	
<b>Maximum Criteria Score</b>		<b>20</b>

**6. PROPOSED COST**

The proposal shall 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 shall 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.

**7. SUPPORTING INFORMATION**

Supporting material must include a minimum of three (3) 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	20
c.	Proposer's Capabilities	20
d.	Project Approach and Understanding	25
e.	Corporate Responsibility	20
f.	Proposed Cost	15
g.	Supporting Information	0
	Total Points Available	100

### 2. PROPOSAL REVIEW

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

The successful Proposer shall be selected by the following process:

- 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 **10** 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 or additional review, 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 or additional review is determined to be necessary, the scores from the written proposals will be considered preliminary and not final. Final scores, based on the same or similar evaluation criteria, will be determined following the oral interviews or additional review.

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, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation selection process.

**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.

**4. EVALUATION OF COST**

The evaluation of Proposers' cost will be based upon the evaluators' judgment as to how the proposed cost or fee schedule relates to the value to the City of the proposed cost or fee schedule.

**SECTION B**

**CONTRACT AWARD**

**1. CONSULTANT SELECTION**

Following the Evaluation Committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. 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 shall be a public record and not exempt from disclosure, including items redacted from the proposal. The form of contract shall be the City's Contract for PTE Services.

**3. REVIEW**

REVIEW:

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

**4. KICK-OFF MEETING**

If requested by the City, the successful Proposer shall begin work by attending an orientation meeting to take place within 30 days following execution of the contract. The successful Proposer shall then develop and maintain a comprehensive schedule for all elements of the project.



**CITY OF PORTLAND  
PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES  
PARTICIPATION DISCLOSURE FORM 1**

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**CITY PTE DISCLOSURE REQUIREMENTS**

The City's disclosure program was adopted to document the utilization of Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs) on City projects.

This Request for Proposal (RFP) requires submission by the Proposer of the PTE Participation Disclosure Form 1. The Proposer must disclose the following information:

- 1) Contact information and Employer Identification Number (EIN or FED ID#) for all contract participants
- 2) State of Oregon M/W/ESB designation  
(Verify current certification status with the Office of Minority, Women, and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>)
- 3) The proposed scope or category of work that the Proposer and any subconsultants will be performing
- 4) The dollar amount of the Proposer's self-performing work and of all subconsultants' contract(s)
- 5) Percentage of total contract amount allocated to Oregon certified M/W/ESB participation

Report all amounts in United States Dollars (USD). The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If the Proposer will not be using any subconsultants, the Proposer is required to enter its own information in the appropriate section and to indicate "**NONE**" in the subconsultant section of the accompanying form and submit the form with its proposal.

**FAILURE TO SUBMIT THE PTE PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT  
INTHE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION**

**CITY OF PORTLAND  
PTE PARTICIPATION DISCLOSURE FORM 1**

This Request for Proposal requires submission by the Proposer of this PTE Participation Disclosure Form 1. Proposers must disclose the following information:

**Please print all information clearly.**

**Proposer Name:** \_\_\_\_\_ **Proposer's Total Cost: \$** \_\_\_\_\_

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

**Proposer Contact Information: Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Percentage of total contract amount allocated to Oregon certified M/W/ESB participation	(Proposer & subconsultants added together)		%
PROPOSER INFORMATION (Please Print)	M/W/ESB	SCOPE / TYPE OF WORK	SELF-PERFORMING AMOUNT
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
SUBCONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE / TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
<b>NOTE:</b>			
<ol style="list-style-type: none"> <li>1) Report all amounts in US Dollars (USD); using 'TBD', 'N/A', or similar symbols is <u>not acceptable</u>.</li> <li>2) The Proposer and all subconsultants must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed as currently certified through the State of Oregon Office of Minority, Women, and Emerging Small Business: <a href="http://egov.oregon.gov/DCBS/OMWESB/index.shtml">http://egov.oregon.gov/DCBS/OMWESB/index.shtml</a>.</li> <li>3) If the Proposer will not be using any subconsultants, the Proposer is required to indicate "NONE" in the Subconsultant Information section of this form and submit this form with its proposal.</li> <li>4) Do not enter Social Security numbers on this form.</li> </ol>			

**Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.**