



PROSPER
PORTLAND
Building an Equitable Economy

REQUEST FOR PROPOSALS 17-02
HISTORIC PRESERVATION AND TAX CREDIT SERVICES:
ENGINE HOUSE #2 RENOVATION PROJECT

Proposals Due: September 26, 2017
by 2:00 PM (Pacific)

A voluntary pre-proposal meeting for this RFP will be held on
September 12, 2017 at 2:00 pm at Prosper Portland offices (see Section 6.2 of this RFP)

Direct all questions and submit one (1) original, five (5) photocopies, and one (1) electronic proposal
(on a USB flash drive or CD-R) to Prosper Portland's SOLE POINT OF CONTACT for this RFP:

Kristy Branson
Senior Procurement Specialist
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

503.823.3688
bransonk@prosperportland.us (email)
<http://www.prosperportland.us> (www)

Prosper Portland encourages the participation of certified minority-owned, women-owned,
disadvantaged businesses and emerging small businesses in this contract opportunity.

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **Historic Preservation and Tax Credit Services: Engine House #2 Renovation Project**

Solicitation Number: **17-02**

Solicitation Coordinator: **Kristy Branson, Senior Procurement Specialist**

Contact Information: **503.823.3688 (office)**
bransonk@prosperportland.us

Proposal Delivery Location: **Prosper Portland**
Attn: Kristy Branson, Professional Services
222 NW 5th Avenue
Portland, OR 97209

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission dba Prosper Portland (“Prosper Portland” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) to provide historic preservation and tax credit projection, accounting, and financial services for the Engine House #2 Renovation Project (the “Project”). The goal of the Project is to renovate and seismically upgrade an existing historic building for commercial occupancy. Prosper Portland intends to award two (2) contracts from this RFP.

1.3 SCHEDULE OF SOLICITATION and CONTRACT AWARD EVENTS

Prosper Portland reserves the right to change this schedule for any reason.

Solicitation or Contract Award Event	Date
Request for Proposals Issued	September 5, 2017
Voluntary Pre-Proposal Meeting	September 12, 2017
Deadline for Questions and Requests for Changes*	September 19, 2017
PROPOSAL DUE DATE AND TIME (no later than)	SEPTEMBER 26, 2017 by 2:00 PM (Pacific Time)
Finalist Interviews (<i>optional, tentative</i>)	September 29, 2017
Notice of Intent to Award, Issued (<i>tentative</i>)	October 4, 2017
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award is issued
Contract Effective Date (<i>anticipated</i>)	October 15, 2017

* Prosper Portland may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of changes to this RFP by regularly checking the appropriate RFP folder on Prosper Portland’s website at www.prosperportland.us/bids (under “Open Public Bid Opportunities”).

2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

2.1 ABOUT PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland (formerly the Portland Development Commission) has been a driving force in Portland's reputation for vibrancy and livability. As Portland's urban renewal and economic development agency, Prosper Portland seeks to create one of the world's most globally competitive, healthy, and equitable cities by investing in job creation, place-making, and economic opportunity throughout Portland.

Prosper Portland's [Strategic Plan](#) directs our efforts and investments toward five mutually-reinforcing goals:

- Create healthy, complete neighborhoods throughout Portland
- Provide access to high-quality employment for Portland residents
- Foster wealth creation within communities of color and low-income neighborhoods
- Form 21st century civic networks, institutions, and partnerships
- Operate an equitable, innovative, and financially sustainable agency

Prosper Portland engages in public-private partnerships to revitalize key commercial corridors and pursue catalytic redevelopment projects with a focus on maximizing the social and financial return for the city. Prosper Portland also helps existing and new businesses navigate a wide variety of resources, assists businesses in evaluating Portland as a viable and effective location where a company can thrive, and connects business owners with financial and technical programs that can give their companies a competitive edge. View our website at <http://www.ProsperPortland.us>.

2.2 ABOUT THE PROJECT

Engine House #2, also known as the Old Fire Station, is owned by Prosper Portland and located in downtown Portland's Old Town/Chinatown neighborhood located at 310 NW 3rd Avenue (the "Property"). The two-story, 6,692 SF unreinforced masonry building was constructed in 1913 and designated Portland Fire Department Engine House #2. The Property has been designated a Portland Historic Landmark by the City of Portland. The Property is not located in a historic district and is not listed on the National Register of Historic Places. A May 2013 report by the Portland Historic Landmarks Commission identified the Property as one (1) of eleven (11) Threatened and Endangered Resources in the City of Portland.

The Property was last used as professional office space within the past ten (10) years and is currently vacant. The Property is generally in poor condition, including large settlement cracks, deterioration of the mortar, missing/broken bricks, spalled concrete, and water damage. In 2010 the Portland Fire and Rescue placed the Property on the Unsafe Building List. Building evaluations have found the Property to be in need of seismic, structural, roofing, masonry, electrical, plumbing, and other repairs.

Prosper Portland has also conducted soils and geotechnical analyses which found the Property is underlain by soft and loose fills to a considerable depth. These soils are highly susceptible to settlement due to increased static loading, and also to liquefaction which would result in both horizontal settlement and lateral spreading as a result of a strong earthquake.

A fire occurred in the building on August 11, 2017 and was extinguished by the Portland Fire Bureau. The cause of the fire has not been determined. Prosper Portland is still evaluating the

impacts the fire and firefighting efforts may have had on the building. At this time, this fire event has not modified the overall goal of and approach to renovating and seismically upgrading the building for commercial occupancy.

Prosper Portland is leading an effort to renovate and re-use Engine House #2 through private investment and has assembled a team of architects and engineers (the “Design Team”) to advance the renovation of the building through design, permitting, and construction. Given the historic nature of Engine House #2, Prosper Portland anticipates seeking designation of the property on the National Register of Historic Places and to incorporate federal historic tax credits as part of the financing for the renovation project.

Prosper Portland is issuing this RFP to seek two (2) Consultants, one (1) in each category, to provide the following services for the Project.

- 1) **Historic Preservation Consulting** – guiding Prosper Portland through the Federal Historic Preservation Tax Incentives program to secure Historic Tax Credits (“HTC”) and associated historic design review approvals and landmarks designations.
- 2) **Historic Tax Credit Accounting and Financial Consulting** – Historic Tax Credit (“HTC”) projection, accounting, and financial consulting services to assist Prosper Portland structure a HTC financing package.

Prosper Portland anticipates awarding two (2) Contracts from this RFP; one (1) for each major scope item in section 3.0 below. Examples of future Project needs are further described below.

3.0 STATEMENT OF WORK

This section describes, at a minimum, Prosper Portland’s expectations for each Consultant awarded a Contract from this RFP, it includes but not limited to the following services.

3.1 HISTORIC PRESERVATION CONSULTING SERVICES SCOPE OF WORK

Task	Description	Schedule
a.1	<p>Determination of Significance</p> <ul style="list-style-type: none"> a. Serve as the Design Team’s liaison to the State Historic Preservation Office (“SHPO”), National Park Service (“NPS”), and other historic preservation stakeholders. b. Conduct building evaluations in accordance with the National Register Criteria for Evaluation and other applicable standards and coordinate with SHPO and NPS to determine and document the eligibility of the Property for the National Register of Historic Places and associated HTC. c. Prepare and submit Certificate of Historic Preservation Significance Application – Part 1 (Evaluation of Significance) and similar materials to the SHPO and NPS and track and provide supplemental information as needed. 	November 2017 – February 2018

a.2	Renovation Plan <ul style="list-style-type: none"> a. Provide ongoing direction to the Design Team on acceptable and recommended standards for rehabilitation to ensure compliance with applicable standards and eligibility for listing on the National Register historic tax credits. b. Represent Design Team and make presentations and prepare application materials needed for approvals by the Portland Landmarks Commission, SHPO, and NPS. c. Prepare and submit Certificate of Historic Preservation Significance Application – Part 2 (Description of Rehabilitation) to the SHPO and NPS and track and provide supplemental information as needed. 	June 2018 – September 2018
a.3	Certify Completion of Rehabilitation Project <ul style="list-style-type: none"> a. Following completion of the Renovation Plan, prepare and submit Certificate of Historic Preservation Significance Application – Part 3 (Request for Certification of Completed Work) and track and provide supplemental information as needed. b. Prepare and submit a National Register nomination to the SHPO and NPS. c. Advise Prosper Portland on other conditions or instruments that may be needed to secure or enjoy the benefits of National Register status including easements or special assessments for historic properties. 	Late 2019

3.2 HISTORIC TAX CREDIT ACCOUNTING AND FINANCIAL CONSULTING SERVICES SCOPE OF WORK

Task	Description	Schedule
a.1	Accounting Services <ul style="list-style-type: none"> a. HTC and other financial projections. b. Cost certification for qualified rehabilitation expenses. c. Identification of key tax and business issues. 	November 2017 – February 2018
a.2	Investor Services and Transaction Consulting <ul style="list-style-type: none"> a. Transaction and entity structuring, including combining HTC with other tax credits and financing sources. b. Debt and equity finance advice. c. Identification and evaluation of HTC investors. d. Evaluation of building tenants and lease terms and effect on deal structure and feasibility. e. Analysis of investor investment metrics such as Internal Rate of Return (“IRR”) and Return on Investment (“ROI”). f. Advice on timing and need for related financial materials such as appraisals and market studies. 	March 2018 – April 2019

Prosper Portland reserves the right to modify, add, and/or remove certain tasks or activities prior to Contract execution or through equitable amendment to the Contract after execution.

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality, completeness, and competitiveness of your proposal with the following Evaluation Criteria and the needs of Prosper Portland. Please organize your proposal in the order of the sections below.

Page Limit. Prosper Portland has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content.

4.1 COVER LETTER

Maximum Points Allotted for this Criterion: **Not Scored**

Provide a summary of your proposal in a one or two-page cover letter. This cover letter should include the following: a brief history of you, your firm or your organization, and which scope of service you are offering to Prosper Portland (Historic Preservation Consulting or Historic Tax Credit Accounting and Financial Consulting). Also include the name, mailing address, phone number and email address of your primary point of contact for this RFP.

4.2 QUALIFICATIONS AND EXPERIENCE OF FIRM/PROJECT TEAM

Maximum Points Allotted for this Criterion: **Thirty (30)**

Provide a description of your firm's experience in providing the scope of service you're offering to provide – Preservation Consulting or Accounting & Financial Consulting – described above. For this section also include:

- Number of years your firm has been in business, general scope of services provided, current principal area(s) of expertise, and current number of employees.
- Experience working across multiple perspectives and interest groups to realize implementation of recommended approaches and strategies.
- A short but complete profile of the key individual proposed to serve on the Advisory Group (the "Key Personnel"), including their work history, key project experience, and pertinent professional qualifications and certifications.
- A short summary of additional recommended services your firm can provide that may be of value to the Project. Include a short profile of additional key individuals (if any) proposed to perform the recommended tasks, including their work history, key project experience, and pertinent professional qualifications and certifications
- A discussion of your capacity to respond to the demands associated with this work including critical deadlines.

4.3 PREVIOUS RELATED PROJECTS

Maximum Points Allotted for this Criterion: **Fifteen (15)**

- **Previous Related Projects.** Provide a list of **no more than four (4)** past projects similar to the scope you're offering. For each project, provide the following:
 - A short summary of the project, highlighting scope and other similarities
 - Key personnel involved and their responsibilities
 - Work products generated

- o Approximate delivery timeline

No more than one (1) of the previous projects listed may be work performed for Prosper Portland.

- **Project References.** For **at least three (3)** of the projects listed in the preceding section, supply reference information for Prosper Portland to contact regarding the quality of your firm’s work as well as cost, scope, and schedule control. References may or may not be contacted. For each reference, include the name of the client, contact person, and the contact’s phone number and email address.

4.4 PROJECT VISION AND METHODOLOGY

Maximum Points Allotted for this Criterion: **Twenty (20)**

Explain how you will satisfy the requirements of the Contract for your proposed scope of work. Comments and suggestions for improvements on the approach and scope of work are welcome. Input may be provided on the tasks, project schedule (including the time allotted to complete portions of the work), opportunities to obtain efficiencies and combine activities or work products, or ways of encouraging

Prosper Portland encourages creativity and innovation for all aspects of the proposed project approach and methodology.

4.5 BUSINESS EQUITY

Maximum Points Allotted for this Criterion: **Fifteen (15)**

Through its policy on Equity, Prosper Portland aims to ensure fair and equitable opportunities for Portland’s diverse populations, promote prosperity in all segments of Portland’s diverse communities, and expand competition in the market through explicit agreements with developers and contractors benefiting from the public investment, particularly Certified Firms. As used herein, Certified Firms include those minority-owned (“MBE”), women-owned (“WBE”), disadvantaged (“DBE”), and emerging small businesses (“ESB”) certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity (“COBID”). As part of your response to this RFP, address the following:

- **Certification Status.** Is your firm currently a Certified Firm or has your firm recently applied for certification COBID? If so, provide a copy of the COBID’s approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.
- **Subcontracting Plan.** Do you intent to subcontract any element of the work described in this RFP to Certified Firm? If so, provide the following information (a) the name(s) of the Certified Firms(s) and (b) the aspects of the work that will be subcontracted to Certified Firm(s).
- **Past Experience.** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past thirty-six (36) months? If so, indicate both the project(s) and the role of the Certified Firm(s) on the project(s)?
- **Innovation.** Describe any innovative or successful measures your firm has undertaken to work with or attempt to work with Certified Firms on previous projects.

Prosper Portland encourages you to do one or more of the following to learn more about Certified Firms:

- If applicable, [apply](#) to become a Certified Firm.
- Contact the Metropolitan Contractor Improvement Partnership (MCIP) for assistance with identifying and contacting capable and available Certified firms. MCIP can be reached at: (503) 288-1211 (phone), 503-288-5786 (fax), Chris@mcip-pdx.org (email), or www.mcip-pdx.org (website).
- Initiate and sponsor one-on-one meetings and project orientation sessions with potential Certified Firms to review Project specifications and requirements, and discuss guidelines for successful prime contractor/subcontractor partnerships.
- Find Certified Firm with in [COBID's directory](#).
- Attend an Oregon Association of Minority Entrepreneurs ("OAME") A&E / Contractors meeting and visit [OAME's](#) website.
- Attend the National Association of Minority Contractors-Oregon (NAMC-Oregon) monthly membership meeting to announce potential sub-contracting opportunities. (www.namc-oregon.org)

Proposers must respond to this submittal requirement in some way to be considered responsive to this RFP, even if they have not previously subcontracted work to Certified Firms and/or do not intend to create any subcontractor relationships with any Certified Firm for the work described in this RFP.

4.6 COST PROPOSAL

Maximum Points Allotted for this Criterion: **Twenty (20)**

Propose the estimated cost to effectively complete the work and requirements described Section 3 of this RFP. The total estimated cost must include:

- **Hourly rates** and **cost per meeting** for all personnel proposed to perform work under the Contract, by name and title or by title alone (all Key Personnel must be identified by name)
- Estimated **number of hours** each personnel will be expected to complete each task, by major task heading
- Any direct or indirect **reimbursable expenses**, including travel expenses (see below) and those of subcontractors. State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage. The maximum mark-up rate that can be applied to reimbursable expenses (including subcontractor costs) must not exceed 10%.

General Pricing Instructions

- A RANGE OF HOURLY RATES IS NOT ACCEPTABLE
- Hourly rates must include all wages, indirect costs, general and administrative expenses, and profit.
- To facilitate evaluation, the Price Proposal should be itemized by the major task headings in the "Statement of Work" section of this RFP
- All unspecified costs shall be borne by the Contractor

- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

Travel Expenses

If travel will be required to complete services under the Contract, propose a summary of such travel. This summary must include: (1) destination(s); (2) name(s) and/or title(s) of Key Personnel traveling; (3) travel days, plus days onsite; (4) method of local travel; (5) cost per Consultant personnel; and, (6) total estimated travel cost.

Under the contract awarded from this RFP, Consultant must receive prior written authorization from Prosper Portland for all travel. Except for meals, Consultant must supply copies of receipts to support expense reimbursement. Consultant shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to Prosper Portland and the public. As such, limit proposed travel expenses in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles*
- Meals and incidental expenses must be calculated using the current U.S. General Services Administration (“GSA”) per diem rate for Portland, Oregon with the first and last day of travel prorated accordingly
- Automobile travel using Key Personnel’s privately-owned vehicles (“POV”) to and from an airport will be reimbursed at the current GSA rate for POVs and the lesser of: (a) the distance from the Key Personnel’s residence to the airport or (b) the distance from the Key Personnel’s place of business to the airport; local ground travel using Key Personnel(s)’ POV will be reimbursed at the same rate
- Travel costs will be reimbursed at direct cost (i.e. without mark-up)

* Proposers should note that Portland, Oregon has an excellent [regional public transit system](http://trimet.org/)¹, including light rail transportation from the Portland International Airport (PDX) to downtown Portland. Prosper Portland strongly encourages the use of public transportation for all local transit in the performance of work under the Contract.

4.7 PROPOSER CERTIFICATION

Maximum Points Allotted for this Criterion: **Not Scored**

Complete and return Section 8.0 of this RFP, “Proposer Certification,” with your proposal.

¹ <http://trimet.org/>

5.0 CONTRACT REQUIREMENTS

5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Consultant”) will be invited to enter into a Personal Services Contract with Prosper Portland (the “Contract”). The Contract will become effective upon execution by both parties; commencement of work will be ordered upon Prosper Portland’s issuance of a Notice to Proceed to the Contractor.

5.2 CONTRACT TERMS AND CONDITIONS

The terms and conditions that will govern the Contract can be found on Prosper Portland’s website [at this location](#).² **Proposers who propose changes to any contract term or condition must include their proposed changes in their proposal.** Prosper Portland is under no obligation to accept any such proposed changes. Prosper Portland further reserves the right to modify any Contract term or condition prior to execution of the Contract.

5.3 COMPENSATION AND PAYMENT

The “Not to Exceed” value of the Contract will be based on the sum of all proposed costs, including personnel hours and applicable billing rates as well as reasonable reimbursable expenses, including travel expenses, all of which may be subject to reasonable negotiation. Consultant’s personnel and reimbursable expenses, up to the Not to Exceed amount, will be payable on the basis of the Consultant’s time and materials, based on the proposed billing rates and rate schedules. Prosper Portland PAYMENT TERMS: NET 30 DAYS. Any subsequent change of the billing rates, maximum compensation, and/or Contract term will be implemented by written amendment to the Contract.

5.4 CONTRACT BUDGET

Prosper Portland’s budget for the Contracts is approximately \$30,000 for Historic Preservation Consulting services and approximately \$25,000 for Historic Tax Credit Projections and Financial Consulting services. Prosper Portland reserves the right to deem any proposal in excess of these amounts as non-responsive to this RFP.

5.5 CONTRACT TERM

The initial term of the Contract will be for a period of two (2) years which may be extended upon the mutual written agreement between the parties to the Contract.

5.6 CONTRACT COMPLIANCE

Consultant must comply with the following before Prosper Portland will execute the Contract with that firm:

- 5.6.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 5.6.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.6.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer.
- 5.6.4 **Insurance Requirement.** See the following section.

Fulfilling the requirements listed in this section is not a condition to respond to this RFP and apply only to the selected Proposer.

² http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Under50k.pdf

5.7 INSURANCE REQUIREMENTS

At all times during the term of the Contract, Consultant shall maintain, on a primary basis and at its sole expense, the following insurance:

- 5.7.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 5.7.2 **General Liability (GL)** insurance on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: **"The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees."** Acceptable endorsement types include the "CG2026 07 04" (Designated Person or Organization), "CG2010 10 01" (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.
- 5.7.3 **Automobile Liability** insurance with a combined single limit of not less than **\$500,000**, each accident, covering owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 5.7.4 **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000** against arising from the Contractor's professionally negligent acts, malpractice, errors, or omissions related to the Contract.
- 5.7.5 **Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Contractor shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty-four (24) months following Contractor's completion and Prosper Portland's acceptance of the Work required under the Contract.
- 5.7.6 **Insurance Certificates.** Prior to execution of the Contract, Consultant must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it.

6.0 CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by Prosper Portland's *Local Contract Review Board Administrative Rules* as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at Prosper Portland.

6.1 Proposal Preparation and Submission Instructions

6.1.1 **Quantities of Proposals.** Proposers must submit the following materials which must be received by Prosper Portland at the proposal delivery location listed in Section 1.1 of this RFP no later than the “Proposal Due Date and Time” listed in Section 1.3 of this RFP:

- **One (1) original** proposal
- **Five (5) photocopies** of the same pages
- **One (1) electronic copy** on a USB flash drive or CD-ROM in either Adobe Acrobat or MS Word

THE ORIGINAL PROPOSAL MUST BEAR AN ORIGINAL INK SIGNATURE AND MUST BE MARKED “ORIGINAL.”

6.1.2 **Packaging and Labeling.** Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, the package or envelope must be **clearly marked** with the following:

- RFP Solicitation Number
- Proposer’s name and address
- Date and time proposals are due
- Name and address of Prosper Portland’s Solicitation Coordinator for this RFP

PROSPER PORTLAND IS NOT LIABLE FOR ANY LOST, LATE, OR IMPROPERLY MARKED PROPOSALS.

6.1.3 **Form of Proposal.** Proposals must be typewritten on 8.5” x 11” white paper in no less than 11-point typeface. NO ORAL, EMAIL OR FACSIMILE PROPOSALS WILL BE ACCEPTED. Proposals should address the submittal requirements of this RFP in a clear, concise, and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.

6.1.4 **Sustainability of Proposal.** Prosper Portland strongly discourages the submission of corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. **Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled.** Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing 100% post-consumer waste content. Double-sided printing is strongly preferred.

6.2 **Pre-Proposal Meeting.** A voluntary pre-proposal meeting for this RFP will be held on **September 12, 2017 at 2:00 pm** (Pacific Time) at Prosper Portland offices at **222 NW 5th Avenue, Portland, Oregon** in the **First Floor, Green Room**. Attendance at this meeting is recommended but not required. This RFP, the project and Prosper Portland’s procurement and contract process will be explained at the meeting. Attendees will also be given the opportunity to ask questions to Prosper Portland’s project staff to help clarify Prosper Portland’s expectations of the Project. Verbal comments or responses given by Prosper Portland staff are not binding and will not serve to modify any portion of this RFP unless later confirmed in a written addendum to this RFP. Prosper Portland may request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing (see Section 6.3 below).

Proposers are encouraged to bring a copy of this RFP to the pre-proposal meeting as copies will not be provided. Proposers are responsible for all costs associated with attendance at this meeting.

- 6.3 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email (preferred), mail, or fax and must contain the following:
- RFP solicitation number and title
 - RFP section being questioned
 - Specific question or request for change

All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3 of this RFP.

- 6.4 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the Proposer’s proposal to be rejected.

Up to the date and time proposals are due; it is the responsibility of all parties interested in this RFP to refer frequently to Prosper Portland's Contract Opportunities website (www.prosperportland.us/bids) to check for any addenda that have been issued for this RFP. Prosper Portland may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by Prosper Portland and modifying their proposal accordingly.

- 6.5 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and Prosper Portland will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.
- 6.6 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.
- 6.7 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the Prosper Portland Board of Commissioners or any Prosper Portland employee not specifically named in this RFP, except upon invitation by Prosper Portland in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. Prosper Portland will not hold “one-on-one” meetings with any interested party during the RFP process outside of a formal interview.
- 6.8 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

- 6.9 **Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of Prosper Portland and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192. Any portion of a proposal that a Proposer claims to constitute a “trade secret” must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS 192."

If a Proposer marks every page or includes a blanket statement that the entire proposal is “Confidential” or “Proprietary,” the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed. Prosper Portland will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise. After award, the Contract between Prosper Portland and the successful Proposer will be a public document and no part of the Contract can be designated as “Confidential.” Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until Prosper Portland has issued its Notice of Intent to Award.

- 6.10 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and Prosper Portland is under no obligation to request additional information if it is not included within your proposal. However, Prosper Portland may request Proposers submit additional information during or after the proposal evaluation period; or overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.11 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between Prosper Portland and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless Prosper Portland agrees to the withdrawal or modification in writing.
- 6.12 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. The responsive proposals are those proposals that substantially comply with all required submittal procedures and requirements. This evaluation committee will include staff of Prosper Portland and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 5 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer’s written response as well as any relevant information that Prosper Portland may subsequently request or discover. Prosper Portland will then add individual committee members’ scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).

- 6.13 **Interviews (Optional).** At Prosper Portland’s option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.
- 6.14 **Selection Process.** If interviews are not conducted or best and final offers not requested, Prosper Portland will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, Prosper Portland reserves the right to either re-score the Finalist Proposer(s)’ proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and re-rank the proposals based on the combined strength of the Finalist Proposer(s)’ proposal and interview.
- 6.15 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, Prosper Portland may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to Prosper Portland, with respect to the Proposer’s successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. Prosper Portland reserves the right to use any information or reference that may be discovered. Prosper Portland may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.16 **Notice of Intent to Award.** After completion of the evaluation process, Prosper Portland will name an “apparent successful Proposer” and issue a Notice of Intent to Award (“NOIA”) a contract to this Proposer. Identification of the “apparent successful Proposer” is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 6.17 **Protest of Selection Process.** Any protest of Prosper Portland’s selection process must be submitted by email writing to the Solicitation Coordinator of this RFP within seven (7) calendar days of issuance of the NOIA. The Proposer’s written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.
- 6.18 **Serial Negotiations.** After Prosper Portland has issued its NOIA and resolved all protests, Prosper Portland reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If Prosper Portland, in its sole discretion, determines that such negotiations have reached an impasse, Prosper Portland reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or Prosper Portland cancels this RFP.

6.19 **Reservation of Rights.** Prosper Portland, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279B.100; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer's past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates Prosper Portland to award a contract from this RFP.

[Remainder of page intentionally left blank]

EXHIBIT A. PROPOSER CERTIFICATION

Each Proposer must complete and return this page with their proposal.
Failure to do so may be grounds for proposal rejection.

RFP 17-02: Historic Preservation and Tax Credit Services: Engine House #2 Renovation Project

- 8.1 You acknowledge receipt of addenda number ____ through ____ or N/A.
- 8.2 If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 5.6 of this RFP.
- 8.3 To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
- 8.4 You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over Prosper Portland.
- 8.5 You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to Prosper Portland; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any Prosper Portland officer or employee that is not clearly disclosed in your proposal.
- 8.6 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer's Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer's Mailing Address: _____

Proposer's Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____