



**PROSPER**  
PORTLAND

Building an Equitable Economy

**REQUEST FOR PROPOSALS #17-21**  
**INSURANCE BROKER and**  
**RISK MANAGEMENT CONSULTANT**

**Proposals Due: March 12, 2018**  
by 2:00 PM (Pacific)

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

Kelly Hartle  
Procurement Services Coordinator  
Prosper Portland  
222 NW Fifth Avenue  
Portland, Oregon 97209

(503) 823-3298

[HartleK@ProsperPortland.us](mailto:HartleK@ProsperPortland.us) (email)  
<http://www.prosperportland.us> (www)

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

## RFP TABLE OF CONTENTS

SECTION	PAGE NO.
1.0 Request for Proposals Summary and Schedule	3
2.0 Prosper Portland and Project Background	4
3.0 Statement of Work	5
4.0 Contract Requirements	8
5.0 Submittal Requirements and Evaluation Criteria	11
6.0 Conditions of this RFP	12

  

LIST OF EXHIBITS
EXHIBIT A Proposer Certification

## 1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

### 1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **Insurance Broker and Risk Management Consultant**

Solicitation Number: **RFP #17-21**

Solicitation Coordinator: **Kelly Hartle, Procurement Services Coordinator**

Contact Information: **(503) 823-3298 (office)**

[HartleK@ProsperPortland.us](mailto:HartleK@ProsperPortland.us)

Proposal Delivery Location: **Prosper Portland  
Attn: Kelly Hartle  
222 NW 5th Avenue  
Portland, OR 97209**

### 1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission d/b/a Prosper Portland (“Prosper Portland” or “we”) requests competitive proposals from qualified and experienced insurance brokers (“Proposers” or “you(r)”) to provide insurance placement and servicing, risk exposure analysis, general advice and claims assistance for liability and property coverage.

Prosper Portland intends to award an exclusive contract to the successful Proposer in connection with 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	February 20, 2018
Deadline for Questions and Requests for Changes*	March 2, 2108
<b>PROPOSAL DUE DATE AND TIME (no later than)</b>	<b>MARCH 12, 2018 by 2:00 PM (Pacific Time)</b>
Notice of Intent to Award, Issued ( <i>tentative</i> )	March 22, 2018
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> )	April 4, 2018

\* 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 Prosper Portland’s website at [www.prosperportland.us/bids](http://www.prosperportland.us/bids) (under “Open Public Bid Opportunities”) for any update.

## 2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

### 2.1 ABOUT PROSPER PORTLAND

Prosper Portland creates economic growth and opportunity for Portland. Our vision is to make Portland one of the most globally competitive, healthy, and equitable cities in the world by investing in job creation, encouraging broad economic prosperity, and fostering great places throughout the city. We aspire to be a workplace of choice with passionate staff excelling in an open and empowering environment and sharing a commitment to our collective success.

Formally known as the Portland Development Commission, the agency uses its resources to focus public attention in specific areas of the city, which helps Portland realize capital projects, commercial growth, and small business expansion within eleven traditional urban renewal areas. It also carries out a comprehensive range of economic development programs that support small business, improve access to workforce training, and create jobs for all Portland residents across the city with particular focus on six neighborhood prosperity initiative districts.

The agency is headed by an executive director who reports to a five member, volunteer Board of Commissioners appointed by the mayor and approved by City Council. The Board is authorized by City Charter to administer the business activities of the agency.

View our website at <http://www.prosperportland.us>

### 2.2 ABOUT THE PROJECT

Prosper Portland hereby requests competitive proposals from qualified and experienced insurance brokers to provide insurance placement and servicing, risk exposure analysis, general advice and claims assistance for the agency's liability and property. The scope of work also includes an appraisal of the agency's properties for insurance purposes. An overview of the organization is as follows:

#### 2.2.1 Organizational Overview

- Prosper Portland is currently staffed with approximately eight-seven (87) full-time equivalent (FTE) employees.
- The agency's approved spending for Fiscal Year 2017-18 is approximately \$185 million.
- Property holdings:
  - **Total insured value (TIV):** Approximately \$80 million, as based on the Multnomah County Tax Assessor's office of combined Real Market Value; Proposers should note that Prosper Portland intends to replace this figure as part of the Insurance Appraisal described in Section 3.3 below.
  - **Total personal property:** \$3.8 million (est.)
- Prosper Portland does not own any vehicles

2.2.2 **Current Insurance Coverages.** Prosper Portland is currently insured via the following types of coverage:

- General Liability (\$1 million each occurrence; \$3 million general aggregate), includes hired and non-owned automobile liability
- Excess Liability (\$8 million general aggregate)
- Public Officials Errors & Omissions Liability (\$1 million each wrongful act; \$3 million aggregate)
- Cyber Liability (\$1 million each electronic information security event; \$250 thousand each privacy event)
- Employment Practices and Third-Party Discrimination Liability (\$3 million)
- Property Insurance (see 2.2.1 above; sublimit for earthquake liability: \$50 million)
- Boiler & Machinery
- Employee Theft

Workers' compensation insurance is provided through SAIF and is outside the scope of this RFP. Marsh USA is Prosper Portland's current broker of record.

Prosper Portland's policy period mirrors its fiscal year, July 1 – June 30.

2.2.3 **Prosper Portland's Budget.** A copy of Prosper Portland's Adopted Budget for Fiscal Year 2017-18 can be found here:

<https://prosperportland.us/wp-content/uploads/2017/04/FY2017-18-Prosper-Portland-Adopted-Budget.pdf>

2.2.4 **Prosper Portland's Strategic Plan.** A copy of Prosper Portland's 2015-20 Strategic Plan, which includes details on Prosper Portland's primary business lines, can be found here:

<http://prosperportland.us/wp-content/uploads/2016/07/PDC-Strategic-Plan.pdf>

## 3.0 STATEMENT OF WORK

This section describes, at a minimum, Prosper Portland's expectations of the successful Proposer (the "Broker") under the contract awarded from this RFP (the "Contract").

### 3.1 BROKER OF RECORD

Under the Contract, Broker shall:

- a. Design, market, and implement the broadest coverage, including all insurance types summarized in Section 2.2.1 above, at the most reasonable cost for the risk presented.
- b. Meet at least annually with Prosper Portland's staff to review existing coverage, advise on trends in the insurance marketplace, and plan for upcoming policy renewals.
- c. Research insurance markets to determine appropriateness of current coverage and recommend additional or different coverage as needed.

- d. Assess and report insurance company stability, solvency, and service records.
- e. Provide and assist Prosper Portland in preparing and submitting insurance coverage applications.
- f. Act in Prosper Portland's best interest in obtaining competitive quotes for coverage.
- g. Receive and analyze underwriters' quotations to determine whether quotes adhere to specifications and whether the premium quoted is fair and reasonable.
- h. Be an effective advocate for Prosper Portland when marketing insurance coverage (e.g., obtaining favorable rates, premiums, exclusion removal, and endorsements).
- i. Place insurance coverage at Prosper Portland's direction.
- j. Administer insurance policies, including timely review for accuracy, analysis of policy terms, coverage, and processing endorsements or changes in a timely manner.
- k. Provide Prosper Portland with binders, billings, and insurance policies in a timely manner.
- l. Issue verification of insurance coverage (e.g., certificates of insurance) as needed.
- m. Provide an annual summary of insurance by coverage, including:
  - o Insurer
  - o Policy number
  - o Limits and sub-limits of coverage
  - o Conditions of coverage
  - o Premium and deductible amount
  - o A brief description of each coverage
- n. Be an effective advocate for the Prosper Portland in processing claims (e.g., assist Prosper Portland in working and negotiating with insurance companies for broad interpretations of coverage, mediation of disputes, etc.).
- o. Provide estimates and projections of future premiums for budgeting purposes.
- p. Provide assistance in the form of advisory services or written reports as is customarily expected from an insurance broker.

### **3.2 RISK MANAGEMENT SERVICES**

Under the Contract, Broker shall:

- a. Provide general risk management, insurance, and loss prevention consulting.
- b. Assist with loss modeling, coverage scenario development, and assessing potential frequency and severity of loss exposures.
- c. Research and provide access to resources and experts related to insurance coverage, risk financing and transfer, loss prevention and risk analysis, and safety management.
- d. Analyze and make recommendations for retention and/or transfer of risk.

- e. Assist in the review and analysis of contract, lease, loan, grant, and other agreement-related exposures and recommend contract clauses, insurance types, and limits to address exposures and protect the Prosper Portland's interests
- f. Review and recommend updates to Prosper Portland's standard contract insurance provisions.
- g. Provide updates on federal and state legislation regarding insurance and risk management matters that may impact Prosper Portland.
- h. Research, prepare, and present educational and training sessions on relevant insurance, safety, and risk management-related topics.

### **3.3 INSURANCE APPRAISAL**

Shortly after the effective date of the Contract, Broker or Broker's independent consultants shall conduct an insurance appraisal of Prosper Portland's properties prior to obtaining quotes for such coverage. This audit must meet the Uniform Standards of Professional Appraisal Practice (USPAP), preferably performed by a MAI-certified appraiser, and may require a personal inspection of properties to determine value-relevant characteristics. The outcome of this appraisal will be a thorough but concise appraisal report that:

- a. Identifies properties with pertinent data (e.g., size, location, construction type),
- b. States their valuation for insurance purposes,
- c. Includes an explanation of appraisal means and methods,
- d. Provides recommendations on how the values should be adjusted in future years; and,
- e. If applicable for the property, includes an estimate of insurable value of building contents.

### **3.4 ADDITIONAL SERVICES**

In addition to the Basic Services (i.e., those services listed in Sections 3.1 – 3.3 above), Proposers may offer Additional Services at no additional cost to the fee for the Basic Services or for additional cost. If offered, Prosper Portland reserves the right to utilize such Additional Services at its sole discretion. Such Additional Services may include:

- Risk-exposure reports (e.g., seismic susceptibility) for a particular property or project;
- General or customized training on insurance, safety, and risk management; or
- A certain number of hours for general loss prevention services or consulting beyond those that would routinely be provided under the Contract.

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 your proposal with the following Evaluation Criteria and the needs of Prosper Portland. To facilitate evaluation, include a “Table of Contents” and 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 without unnecessary content.

### 4.1 COVER LETTER

Provide a summary of your proposal in a one-page cover letter. This letter should include:

- A brief history of your firm and the services your firm proposes to provide Prosper Portland;
- A list of any subconsultants that will be working on the Contract (if any), including a brief description of their role; and,
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP.

### 4.2 QUALIFICATIONS AND EXPERIENCE

Provide a description of your firm’s experience in providing insurance and risk management services. For this section also include:

- Number of years your firm has been in business, general scope of services provided, and current principal area(s) of expertise;
- A summary of your firm’s ability to access insurance markets, identifying where an intermediary/wholesale broker (owned by your company or otherwise) would be required;
- An organization chart showing the relationship of the Key Personnel (see below) with their management structure, any parent or subsidiary company of your firm, and Prosper Portland;
- A short but complete profile of the proposed account representative and other key individuals under the Contract (the “Key Personnel”), including their work history, current location, key project or account experience, and pertinent professional qualifications and certifications (*limit: one page per person*);
- A list of other public agencies that you also serve as broker of record; and,
- Three (3) current or past professional references for Prosper Portland to contact regarding your firm’s ability to perform the work described in this RFP. Include the following for each reference:
  - Your reference’s company name,
  - Contact person with phone number and email address, and,
  - Description of the services provided for each reference.

No reference may be a past or present Prosper Portland employee. References may or may not be contacted at Prosper Portland’s discretion.

### 4.3 APPROACH AND UNDERSTANDING

Provide a clear and concise description of the approach your firm proposes to complete the work described in Section 3 of this RFP and your understanding of Prosper Portland’s needs for insurance brokerage and risk management services. For this Section:

- Describe what steps, tools, and methods you will employ to perform the work;
- Summarize, in your view, the key exposures Prosper Portland faces from an insurance perspective;
- List any Additional Services you propose to provide for Prosper Portland, indicating whether such services are offered for an additional fee or included within the cost for the Basic Services; and,
- A proposed timeline and sequence of activities to complete the insurance appraisal described in Section 3.3.

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

### 4.4 CORPORATE RESPONSIBILITY

Prosper Portland values and supports diversity and is committed to advancing equity in public contracting by increasing opportunities for Oregon-certified Disadvantaged Business, Minority Businesses, and Women-Owned Business enterprises (collectively, “Certified Firms”). Proposing firms are encouraged to use Oregon’s Certification Office for Business Inclusion and Diversity (“COBID”) website for identifying potential Certified Firm subcontractors where applicable:

<https://oregon4biz.diveristysoftware.com/FrontEnd/VendorSearchPublic.asp>

All Proposers should address the following in their proposals:

4.4.1 **Certification Status.** Please indicate in your Cover Letter whether your firm is currently a Certified Firm or if you’ve recently applied to become a Certified Firm.

4.4.2 **Subcontracting with Certified Firms.** Please list all scopes of work proposed to be performed by subcontractors, the specific dollar amount, the firm name, and certification status (if any) proposed to perform that work.

4.4.3 **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).
- Give the percentage of management to staff, including percentage of women and people of color in those areas of your organization.
- How do you approach internal on the job training, mentoring, technical training and/or professional development opportunities for women and people of color?

4.4.4 **Sustainable Business Practices**

- List the top three actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, used of recycled content or non-toxic products, use of public transit or

alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices).

- Does your firm hold any third-party certifications related to sustainable business operations (e.g., Sustainability at Work, B-Corp certification)? If so, reference the name of the certification.

Prosper Portland expects thoughtful consideration of all the above Corporate Responsibility criteria in the preparation of proposals.

#### 4.5 COMPENSATION PROPOSAL

Propose the cost to effectively perform the Basic Services listed in this RFP. Proposers are given flexibility in how they choose to propose such pricing, including any combination of the following: (a) services provided for fixed fee, payable in annual or quarterly installments; (b) services payable in the form of a commission from the placement of insurance; or, (c) services payable on a time and materials (“T&M”) basis using a schedule of hourly rates and payable as work is performed.

Regardless of the payment method, Prosper Portland seeks transparency in how the Broker will be compensated for its work as a result of the Contract. Accordingly, please include the following information:

- A summary of your firm’s policies, procedures, or practices for collecting contingency fees, commissions of any kind (including, but not limited to retail, wholesale, and enhanced commissions), or any other form of compensation related to the Contract or directly charged to Prosper Portland.
- The cost of completing the Insurance Appraisal referenced in Section 3.3 above.
- The cost for any Additional Services offered in Section 3.4 above.
- Any direct or indirect reimbursable expenses, including those of subcontractors (if applicable) and expenses related to travel.

#### 4.6 PROPOSER CERTIFICATION

Complete and return EXHIBIT A of this RFP, the “Proposer Certification,” with your proposal.

<b>SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP</b>	
<b>EVALUATION CRITERIA (SCORED)</b>	<b>MAXIMUM POINTS</b>
➤ Qualifications and Experience	20 Points
➤ Approach and Methods	10 Points
➤ Corporate Responsibility	5 Points
➤ Compensation Proposal	15 Points
<b>Total Available Points</b>	<b>50 Points</b>
<b>NON-SCORED SUBMITTAL REQUIREMENTS</b>	
➤ Cover Letter	N/A
➤ Proposer Certification	N/A

## 5.0 CONTRACT REQUIREMENTS

### 5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Contractor”) 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](#).<sup>1</sup> **Proposers who propose changes to any contract term or condition, or include supplemental terms, must include their proposed changes in their proposal.** Prosper Portland is under no obligation to accept any such proposed changes.

### 5.3 CONTRACT TERM

The initial term of the Contract will be for a period of three (3) years and may be extended upon the mutual written agreement between the parties to the Contract.

### 5.4 CONTRACT COMPLIANCE

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

- 5.4.1 **Authority to Transact Business and Broker Insurance in Oregon.** Be a legal entity that has the authority to transact business and broker insurance placement in the state of Oregon.
- 5.4.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.4.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer through the City of Portland.
- 5.4.4 **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.*

### 5.5 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:

- 5.5.1 **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.
- 5.5.2 **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.”**

---

<sup>1</sup> [http://prosperportland.us/wp-content/uploads/2017/04/PSC\\_Template\\_Over-50K.pdf](http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf)

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.

- 5.5.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, 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.
- 5.5.4 **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.
- 5.5.5 **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.
- 5.5.6 **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) color 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 pre-proposal meeting is not scheduled for this RFP.

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 must be sent by email and 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](http://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**
- 6.9.1 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.
- 6.9.2 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 public 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."**
- 6.9.3 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.
- 6.9.4 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.
- 6.9.5 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.”

- 6.9.6 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 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. The 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, relevance, and competitiveness 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 **Best and Final Offers (Optional).** Prosper Portland may enter into discussions with one or more of the Finalist Proposer(s) and request revised proposals (the "best and final offers"). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements of Prosper Portland and those contained in this RFP. If Prosper Portland requests best and final offers, Prosper Portland will establish a common date and time that proposals are due. If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.11 of this RFP) or a revised proposal, the original proposal will be considered their best and final offer.
- 6.15 **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.

- 6.16 **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.
- 6.17 **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 contacting the Solicitation Coordinator for this RFP.
- 6.18 **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.
- 6.19 **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.
- 6.20 **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.

**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 #17-21: Insurance Brokerage and Risk Management Services**

- 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 5.4 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: \_\_\_\_\_