REQUEST FOR QUALIFICATIONS 18-09 FOR (ON-CALL) SURVEY SERVICES (QUALIFICATION-BASED SELECTION)

PROPOSALS DUE: DECEMBER 6, 2018
BY 2:00 PM (PACIFIC TIME)

Direct all questions, proposal and fee schedule to Solicitation Coordinator:

Kristy Branson
Senior Procurement Specialist
Prosper Portland

222 NW Fifth Avenue
Portland, Oregon 97209
503.823.3688 (direct)
bransonk@prosperportland.us (email)
http://www.prosperportland.us/ (www)

Prosper Portland encourages the participation of certified minority-owned, women-owned and emerging small businesses in this Request for Qualifications.

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LIST OF EXHIBITS

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1.0 REQUEST FOR QUALIFICATIONS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS SUMMARY

Through this Request for Qualifications (this "RFQ"), the **Portland Development Commission dba Prosper Portland** ("Prosper Portland") is requesting statements of qualifications, expertise and pricing ("proposals") from individuals or firms ("Proposers" or "you(r)") to provide Survey Services on an "as needed" basis. Prosper Portland may award one or more Flexible Service Contracts from this RFQ. A Flexible Service Contract is a price agreement to provide a range of services with work authorized through Work Orders (see Section 4 of this RFQ). PROSPER PORTLAND MAKES NO GUARANTEE OF WORK UNDER A FLEXIBLE SERVICES CONTRACT.

1.2 CONTACT AND PROPOSAL DELIVERY INFORMATION

Direct all questions and deliver **ONE (1) SIGNED ADOBE ACROBAT VERSION (.PDF) OF YOUR PROPOSAL AND ONE (1) ADOBE ACROBAT VERSION (.PDF) OF YOUR FEE SCHEDULE BY EMAIL** to the "Solicitation Coordinator" named here:

Solicitation Coordinator*	Proposal Delivery Location
Kristy Branson, Senior Procurement Specialist 503.823.3688 bransonk@prosperportland.us	**Email to:** bransonk@prosperportland.us **Subject Line:** "Response to RFQ 18-09"

* The Solicitation Coordinator named here is Prosper Portland's **SOLE POINT OF CONTACT** for this RFQ.

1.3 PROCUREMENT SCHEDULE

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

Procurement Activity	Date
Request for Proposals Issued	November 15, 2018
Deadline for Questions	November 28, 2018
Proposal Due Date and Time**	**DECEMBER 6, 2018 BY 2:00 PM (PACIFIC)**
Evaluation Period, Ending *(tentative)*	December 19, 2018
Contract Effective Date *(anticipated)*	January 15, 2019

** To be considered for award of the contract, proposals and fee schedules must be received by the Solicitation Coordinator **no later than** the date and time listed here.

A pre-proposal meeting is NOT scheduled for this RFQ.

2.0 ABOUT THE PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland 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, placemaking, 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 www.prosperportland.us.

3.0 WORK REQUIREMENTS

3.1 **RFQ Purpose.** Through this RFQ, Prosper Portland seeks to enter into one or more Flexible Services Contract(s) with successful Proposer(s) (the "Contractor(s)") for the provision of the services listed below. Contractor(s) will provide Prosper Portland with On-Call Survey Services on an as-needed basis. Project work will be authorized through Work Order issued from a Flexible Services Contract (see Section 4.0 below).

3.2 **Nature of Work.** The services requested under a Flexible Services Contract will typically be for projects that are small to medium in size and limited in scope. They generally include work with short deadlines, scopes that may need to be developed quickly and/or require expertise not currently in-house. In some cases, Prosper Portland may request work involving complex requirements and multiple tasks.

3.3 **Scope of Services.** The range of services which Contractor(s) may be asked to provide includes, but is not limited to, the following:

1. Surveys to establish, reestablish or verify boundaries, corners or monuments or to subdivide or plat land;
2. American Land Title Association/National Society of Professional Surveyors ("ALTA/NSPS") Land Title Surveys to verify boundaries, buildings, encroachments, Right-of-Ways, easements, flood evaluation and other conditions in accordance with (*Effective February 23, 2016)*;
3. Temporary boundary survey staking to demarcate approximate boundary lines;

4. General land surveying to determine area or building dimensions, existing features and conditions and development of topographic maps;
5. Surveying for construction design to establish existing conditions, lines, grades or elevations;
6. Surveying for construction work to include layout, vertical or horizontal control, staking, grades, determine or estimate quantities of materials removed, placed, stored and other construction related survey activities;
7. Other survey services to include but not limited to consultation, investigation, evaluation, and planning relating to land surveying to include reviewing records, boundary descriptions, plat maps and related activities.

Other Related Services Not Desired:
Related services specifically not desired under this RFQ include engineering, project management, architecture, landscape architecture, environmental, building inspection or construction project management.

3.4 **Work Products Requirements.** Any Work Products provided to Prosper Portland under the Contract must be in electronic format on CD, DVD, and/or send through email (at the Prosper Portland's Project Manager's request), meeting the following requirements:

- When requested by Prosper Portland, Contractor shall provide materials in the native file format of the programs they were created in (e.g., Microsoft Word; Adobe Creative InDesign, Illustrator, or Photoshop)
- Print projects require high-resolution electronic files of all "placed art and images" used in the layout (300-dpi minimum resolution in TIF, PSD, EPS, or JPEG format, as appropriate)
- Web projects require web-optimized graphics (all in their native file format), editable Photoshop and Flash files used to produce graphics and animations, and HTML and CSS files created in the development of the web site
- If any materials are protected by password, Contractor shall supply the applicable password to Prosper Portland

When requested by Prosper Portland, Contractor shall also provide three (3) hard copies of any document, preferably using double-sided printing on paper containing a minimum of 40% post-consumer waste recycled content. If any materials are used to bind the Work Products, such as three-ring binders, those materials should be easily recyclable.

4.0 CONTRACT REQUIREMENTS

4.1 **Form of Agreement.** The Proposer selected to perform the work described in this RFQ will be invited to enter into a Flexibles Services Contract (the "Contract") with Prosper Portland. The terms and conditions that will govern the Contract can be found in on Prosper Portland's website [**link**]. PROPOSERS WHO PROPOSE CHANGES TO ANY CONTRACT TERM OR CONDITION MUST INCLUDE THEIR PROPOSED CHANGES IN THEIR PROPOSAL; HOWEVER, PROSPER PORTLAND IS UNDER NO OBLIGATION TO ACCEPT ANY SUCH PROPOSED CHANGES. The Contract will become effective upon execution by both parties.

4.2 **No Obligation of Work.** CONTRACTS AWARDED FROM THIS RFQ WILL BE EXECUTED FOR WORK TO BE PROVIDED ON AN AS-NEEDED BASIS. AS SUCH, PROSPER PORTLAND MAKES NO GUARANTEE OF ANY WORK; NOR IS THERE ANY GUARANTEE THAT THE MAXIMUM COMPENSATION OF THE CONTRACT WILL BE EARNED.

4.3 **Contract Term.** Each Contract will have a term of approximately three (3) years

4.4 **Work Authorization (Work Orders).** The process for authorizing work under a Contract is explained in EXHIBIT A of this RFQ. NO WORK WILL BE AUTHORIZED WITHOUT A FULLY-EXECUTED WORK ORDER.

4.5 **Compensation and Payment**

4.5.1 **Contract Value.** The initial value of each Contract will be an amount not to exceed **$50,000**, which may be amended by the written agreement of the parties.

4.5.2 **Contractor Fees.** Fee schedules provided by the Contractor in their proposal will be used for all work under a Contract unless the Contract fee schedule is subsequently modified by the written agreement of the parties or negotiated prior to execution of the Contract.

4.5.3 **Method of Payment.** Contractors' personnel and reimbursable expenses, up to the not to exceed value of a Work Order, will be payable based on each Contractor's time and materials using the billing rates listed within each Contract.

4.5.4 **Billing and Payment Procedures.** Billing and payment procedures for work performed under a Contract are contained in EXHIBIT B of this RFQ.

4.6 **Contract Compliance.** Before Prosper Portland will execute any Contract with a Contractor, that Contractor must comply with the following for the duration of the Contract term:

4.6.1 **Authority to Transact Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon. The Oregon Secretary of State Corporation Division's website: http://filinginoregon.com/business/index.htm

4.6.2 **Portland Business License.** Obtain a City of Portland Business License (for Contracts in excess of $50,000). The City of Portland Revenue Bureau's website: http://www.portlandonline.com/omf/index.cfm?c=29554

4.6.3 **Equal Employment Opportunity.** Certify as an Equal Employment Opportunity (EEO) employer. The City of Portland's EEO website: http://portlandonline.com/omf/index.cfm?c=45665&

4.6.4 **Insurance Requirement.** Provide insurance documents consistent with the requirements in Section 4.8 below.

Note that requirements listed in this section are NOT a condition to respond to this RFQ and apply only to the successful Proposer(s).

4.7 **Insurance Requirements.** At all times during the term of the Contract, Contractor shall maintain, on a primary basis and at its sole expense, the following insurance:

4.7.1 **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.

4.7.2 **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 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.

4.7.3 **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.

4.7.4 **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.

4.7.5 **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.

Prior to execution of the Contract, Contractor must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFQ. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon.

5.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFQ will be evaluated by comparing Proposers' written responses with the Submittal Requirements and Evaluation Criteria listed below. To facilitate evaluation, include a table of contents and organize your proposal corresponding to the order of the sections below.

All submittal requirements listed as **"Mandatory"** below must be addressed in sufficient detail in a proposal submitted in response to this RFQ. PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS OF THIS RFQ WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

5.1 Cover Letter

(**Mandatory Submittal Requirement – Not Scored, but Required**)

Provide a cover letter **clearly indicating** the firm is interested in providing On-Call Survey Services on an as-needed basis to Prosper Portland. Include the mailing address, phone and fax numbers and email address of your primary point of contact for this RFQ.

5.2 Qualifications and Experience
(Mandatory Submittal Requirement – 20 Maximum Points)

Provide a detailed history of your firm and your experience providing On-Call Survey Services. For this section, include the following information:

5.2.1 Number of years in business, general scope of services provided, principal area(s) of expertise, years supplying the type(s) of services requested in this RFQ, and number of employees.

5.2.2 A short but complete profile of each individual proposed to perform work under the Contract, whether they are your direct personnel or personnel of a subcontractor (the "Key Personnel"). For each Key Personnel, include information on their work history, education, key responsibilities on past projects, and relevant professional licenses and certifications. Limit one page per person.

5.2.3 Indicate your firm's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice—including the ability to perform onsite work within Portland city limits with limited advance notice.

5.2.4 List similar services your firm has provided to other public agencies.

5.2.5 Any information that you believe makes your work superior to that of others or information about your specialty or particular skill.

If you intend to have services provided by subcontractor(s) or subconsultant(s), your firm must serve as the prime contractor for all services provided under the Contract and Prosper Portland will look solely to your firm for satisfaction of all obligations under the Contract.

5.3 Previous Related Projects and References
(Mandatory Submittal Requirement – 15 Maximum Points)

5.3.1 **Previous Related Projects.** Provide a list of **no more than five (5)** past projects similar to the services described in this RFQ. For each of the projects listed, provide the following:

- A short summary of project, highlighting scope and other similarities
- Key personnel involved and their responsibilities
- Work products generated

No more than one (1) of the past projects listed may be a Prosper Portland project.

5.3.2 **References.** For **at least three (3)** of the related projects listed for Section 5.4.1 of this RFQ, 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 checked. For each reference, include the name of the client and a contact name with phone number and email address.

No more than one (1) of the references listed may be a Prosper Portland staff member.

5.4 Corporate Responsibility
(Mandatory Submittal Requirement – 15 Maximum Points)

Prosper Portland demonstrates its commitment to contracting with socially and environmentally responsible businesses through the adoption of its *2015-2020 Strategic Plan* and its policies on Equity and Sustainable Purchasing. We value and support diversity and are dedicated to advancing equity in public contracting by increasing opportunities for State-certified Disadvantaged Business, Minority Owned, Women Owned and Emerging Small Business enterprises (collectively, "Certified Firms").

Prosper Portland's Business and Workforce Equity program promotes economic growth of Certified Firms and encourages partnering and mentoring between large and small Certified Firms on Prosper Portland contracts. Therefore, Prosper Portland has established an overall aspirational goal of twenty percent (20%) in awarding contracts to 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 and partners: (https://oregon4biz.diveristysoftware.com/FrontEnd/VendorSearchPublic.asp)

All Proposers shall address the following in their proposals:

5.4.1 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.

5.4.2 Subcontracting with Certified Firms

- Please list all scopes of work being performed by subcontractors, the specific dollar amount, the firm name and certification status (if any) proposed to perform that work.
- Evaluation points will be awarded based upon the dollars contracted with the State certified firms utilized as subcontractors. The listed dollar amounts and specific firms must flow through to the final contract.

5.4.3 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)?

5.4.4 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 expects thoughtful consideration of all the above Corporate Responsibility criteria in the preparation of proposals. Prosper Portland will enforce all commitments to Certified Firms under its Contract with the successful Proposer. The successful Proposer will not be permitted at any time to substitute, remove, or add a subcontractor without the prior written approval of the Contract Manager.

5.5 Fee Schedule
(Mandatory Submittal Requirement – Not Scored, but Required)

5.5.1 **Hourly Fees.** In a sealed envelope, separate from all other RFQ submittal materials, propose an hourly fee schedule for the provision of services that may be requested under the Contract by completing and returning EXHIBIT C of this RFQ. Proposers who do not complete EXHIBIT C must provide the requested information in a format similar to that listed in EXHIBIT C. The Fee Schedule must include hourly rates for all known Contractor and subcontractor or subconsultant Key Personnel by name and title or by title alone. A RANGE OF HOURLY RATES IS NOT ACCEPTABLE.

If your firm is selected for contract award from this RFQ, any subcontractors or subconsultants not identified in your proposal that you wish to engage under the Contract must be approved by Prosper Portland in a Work Order or Work Order Amendment. Such a Work Order or Work Order Amendment must detail the subcontractor or subconsultant personnel to be used including their title and billing rate.

Given the broad range of services that may be requested or ordered under a Flexible Service Contract, Proposers are encouraged to propose a comprehensive range of personnel and skills in their Fee Schedules.

5.5.2 **Billing Increment.** Propose how hourly personnel expenses are to be billed, including billing increments (e.g., quarter-of-an-hour, tenth-of-an-hour, etc), and any business rules your firm has for tracking and billing personnel time

5.5.3 **Reimbursable Expenses.** In addition to expenses related to personnel, Prosper Portland will reimburse other direct costs expended by the Contractor to complete the work required under a Work Order ("Reimbursable Expenses"). 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 must not exceed 10%.

5.5.4 **Travel Expenses.** Prosper Portland will not reimburse any expenses related to Contractor's travel unless Prosper Portland explicitly directs Contractor to travel to a project site. If so directed, reimbursement of Contractor's travel expenses are limited solely to reimbursement of local automobile travel, which will be reimbursed at the current U.S. General Services Administration mileage rate for privately-owned vehicles (http://www.gsa.gov/portal/content/100715), or expenses related to local public transportation (which will be reimbursed at actual cost). In no case will Prosper Portland reimburse travel expenses related to attendance at a meeting at Prosper Portland offices (e.g. mileage, parking, etc).

5.5.5 **Review of Pricing Information**. The sealed pricing information will only be opened and reviewed only after Prosper Portland determines the highest-ranked responsive respondent(s) to the RFQ. All pricing information that Prosper Portland deems unreasonably high (as based on a comparison of competitor's pricing, available market data, historical information, etc.), will be subject to negotiation.

5.8 Proposer Certification
(**Submittal Requirement**)

Complete and return Section 7.0 of this RFQ, "Proposer Certification," along with the rest of the required submittal materials.

SUMMARY OF SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA FOR THIS RFQ	
EVALUATION CRITERIA	**MAXIMUM POINTS**
➢ Qualifications and Experience	20 Points
➢ Previous Related Projects and References	15 Points
➢ Corporate Responsibility	15 Points
NON-SCORED SUBMITTAL REQUIREMENTS	
➢ Cover Letter	Not Scored
➢ Fee Schedule	Not Scored
➢ Proposer Certification	Not Scored

6.0 CONDITIONS OF THIS RFQ

All proposals submitted in response to this RFQ are subject to the terms and requirements of this RFQ. All matters not specifically addressed in this RFQ, or a subsequent contract entered into, 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.** You must email your proposal and separate fee schedule to the Solicitation Coordinator identified in Section 2 of this RFQ no later than the "Proposal Due Date and Time" listed in Section 1.3. Your proposal and fee schedule must be typewritten, formatted for printing on 8.5" x 11" paper, in no less than 11-point font, and should not exceed a file size of four megabytes (4 MB). You are encouraged to follow-up with a phone call to the Solicitation Coordinator if receipt of your proposal was not confirmed prior to the time proposals are due. IN NO CASE WILL PROSPER PORTLAND BE LIABLE FOR ANY LOST, LATE, OR UNDELIVERABLE PROPOSALS.

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

6.3 **Preparation Costs.** Proposers responding to this RFQ 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 RFQ.

6.4 **Requests for Clarification or Change.** All requests for clarification or change to any matter contained in this RFQ (e.g., the Scope of Services, procurement process, contract terms, insurance requirements, etc.) must be submitted in writing to the Solicitation Coordinator for this RFQ no later than the "Deadline for Questions and Requests for Changes" listed in Section 1.3 above. All such requests for clarification or changes must contain the following:

- RFQ Solicitation Number and Title
- RFQ section being questioned
- Specific request for change or clarification

These requests must be sent by either email or mail (preferably, email) to the Solicitation Coordinator identified in Section 1.1 of this RFQ.

6.5 **Changes to this RFQ.** All material clarifications and changes to any matter contained in this RFQ will be issued in the form of a written Addendum to this RFQ. 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 RFQ to refer frequently to Prosper Portland's Contract Opportunities website (**http://www.prosperportland.us/bids**) to check for any addenda that have been issued for this RFQ. Prosper Portland may make a courtesy effort to notify interested parties that an Addendum has been issued for this RFQ; however, interested parties are ultimately responsible for being aware of any addenda issued by Prosper Portland and modifying their proposal accordingly.

6.6 **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 RFQ, except upon invitation by Prosper Portland in a formal interview. Doing so may be cause for proposal rejection. Prosper Portland will not hold "one-on-one" meetings with any interested party during the RFQ process outside of a formal interview.

6.7 **Section Headings.** The section headings and titles used in this RFQ are for convenience only and in no way modify the scope or intent of any provision contained in this RFQ.

6.8 **Public Records and Disclosure.** All proposals submitted in response to this RFQ will become the property of Prosper Portland and will be subject to disclosure pursuant to 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). 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," that proposal 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(s) executed by Prosper Portland and the successful Proposer(s) will be subject to public disclosure and no part of the Contract(s) can be designated as "Confidential." Unless this RFQ 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.

6.9 **Information Submitted.** Proposers are cautioned that it is their sole responsibility to submit information related to the submittal requirements contained in this RFQ and Prosper Portland is under no obligation to request such information if it is not included within your proposal. However, Prosper Portland may a) request a Proposer to submit additional information during or after the proposal evaluation period; or b) overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.

6.10 **Proposer Offer, Withdrawal and Modification.** By submitting a proposal in response to this RFQ, Proposer agrees their proposal is a binding offer to provide the services described in this RFQ 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 RFQ. Proposals may not be withdrawn or modified after the proposal due date and time unless Prosper Portland agrees to the proposal withdrawal or modification in writing.

6.11 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFQ, 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 Proposers' 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 reserve 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.

6.12 **Method of Evaluation.** All responsive proposals will be evaluated by Prosper Portland in accordance with the evaluation criteria listed in this RFQ. A "responsive proposal" is a proposal that substantially complies with all prescribed submittal requirements and procedures contained in this RFQ. Evaluation will be based on the Proposer's written response as well as any relevant information that Prosper Portland may subsequently request or discover. Prosper Portland will then rank the Proposers to determine the "Finalist Proposer(s)." Finalist Proposer(s) will be those highest-ranked, responsive Proposers after evaluation.

6.13 **Interviews.** Formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFQ. Interviews may be conducted in-person, over 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 and failure to meet with Prosper Portland within a reasonable period of time will be grounds for proposal rejection. Following the interview, Prosper Portland may re-score the Finalist Proposer(s)' proposals or use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award decision based on the overall strength of the Finalist Proposer(s)' proposal and interview. If interviews are not conducted, Prosper Portland will award the Contract(s) to the highest-ranked responsive Proposer.

6.14 **Selection Process.** Prosper Portland reserves the right to award one or more contracts to the Proposer(s) that a) has/have submitted a responsive Proposal(s); b) is/are deemed responsible; and c) offer(s) Prosper Portland the best overall value, benefit, convenience and service.

6.15 **Notice of Intent to Award.** After completion of the evaluation process, Prosper Portland will name one or more "apparent successful Proposer(s)" and issue a "Notice of Intent to Award" the Contract(s) to this/these Proposer(s). Identification of the "apparent successful Proposer(s)" is procedural only and creates no right in the named Proposer(s) to receive a Contract. All competing Proposers will be notified of Prosper Portland's Notice Intent to Award by email, the identity of the apparent successful Proposer(s) and will be given seven (7) calendar days to review the solicitation file at Prosper Portland offices. Appointments can be made by contacting the Solicitation Coordinator for this RFQ.

6.16 **Protest of Selection Process.** Any protest of Prosper Portland's selection process must be submitted in writing to the Prosper Portland Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of issuance of the Notice of Intent to Award. The envelope containing the protest must be marked with the Proposer's name and corresponding solicitation number and conspicuously identified as an "RFQ Protest." 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. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.

6.17 **Serial Negotiations.** After Prosper Portland has issued its Notice of Intent to Award and resolved all protests, Prosper Portland reserves the right to enter into limited negotiations with the apparent successful Proposer(s) to finalize pricing, scope of services and other contractual matters. All such negotiations will be minimal, expedited and completed by the anticipated Contract effective date. If Prosper Portland, in its sole discretion, determines that such negotiations have reached an impasse with an apparent successful proposer, Prosper Portland reserves the right to terminate negotiations with that Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until the desired number of agreements is reached and the Contract(s) is/are executed or Prosper Portland cancels this RFQ.

7.0 PROPOSER CERTIFICATION

Each Proposer must read, comply and sign this section.
Failure to do so may be grounds for Proposal rejection.

7.1 By submitting a proposal in response to this RFQ, you expressly represent you have read and taken no exception to any term, condition, obligation or requirement contained in this RFQ, or any addenda to this RFQ, which is not clearly stated in your proposal.

7.2 If selected to enter into a contract as a result of this RFQ, you agree to satisfy all contract compliance requirements contained in Section 4.6 of this RFQ.

7.3 You acknowledge receipt of addenda numbers _____ through _____ or ☐ N/A.

7.4 To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.

7.5 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.

7.6 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.

7.7 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFQ instructions, specifications, contract terms and conditions contained herein (including all addenda issued for this solicitation); 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 RFQ (if different): _____

Phone Number: _____ Email Address: _____

EXHIBIT A. WORK ORDER PROCESS

This exhibit explains the process and conditions for authorizing work under a Flexible Services Contract (each "Contract") awarded to the successful Proposer(s) (each "Contractor") from this RFQ. Billing and payment procedures are explained in EXHIBIT B.

1. **Authorization of Work.** Work Orders will be issued by Prosper Portland to the Contractor to authorize the performance all work under the Contract. The specific statement of work, performance schedule, deliverables and compensation for a given assignment will be included in each Work Order. PROSPER PORTLAND IS NOT RESPONSIBLE FOR PAYMENT OF ANY WORK THAT IS NOT PROPERLY AUTHORIZED.

2. **Proposals and Cost Estimates.** Prior to issuance of any Work Order, the Contractor will be asked to provide a proposal and/or detailed cost estimate for the requested services which must include all labor hours, Contractor and subcontractor personnel and anticipated reimbursable expenses. All such proposals and cost estimates are subject to reasonable negotiations prior to execution of a Work Order. The Parties acknowledge that Work Order hour allocations by personnel are estimates only. Actual and therefore invoiced work hours by personnel may vary from those estimates; however, Consultant's billings will not exceed the Work Order budget nor include billings for personnel not listed on the Work Order without Prosper Portland's prior consent (per Section 3.3 below).

3. **Work Order Amendments.** Except for changes to the expiration date of a Work Order, any change(s) to the scope, budget or other matters of an approved Work Order will be implemented by a written amendment to that Work Order prepared by Prosper Portland and signed by the parties. The expiration date of any Work Order may be changed through email approval between the Contractor and the Prosper Portland employee identified as the Work Order Manager on the cover page of an approved Work Order (the "Prosper Portland Work Order Manager").

4. **Contractor Notification Responsibilities.** Contractor must notify the Prosper Portland Work Order Manager if either a) the agreed-upon budget or b) the expiration date of a Work Order needs to be amended prior to exceeding the agreed-upon budget or the expiration date of a Work Order.

5. **Work Order Termination.** Unless otherwise specified in a particular Work Order, Prosper Portland may terminate any Work Order issued from the Contract for any reason by providing fifteen (15) calendar days prior written notice to the Contractor. Such an action will not affect the balance of any other Work Orders that may have been issued from that Contract.

6. **Performance Evaluation.** At the completion of each Work Order, the Contractor may be evaluated by the Prosper Portland Work Order Manager with regards to quality of work products and services provided; budget, scope and schedule control; contract administration (e.g. accuracy of billings); and other matters relevant to the work performed pursuant to that Work Order. Any such evaluation will be included in the Contractor's contract file.

EXHIBIT B. BILLING, PAYMENT AND PERSONNEL REQUIREMENTS

This exhibit explains the process and conditions for payment of work provided by the successful Proposer(s) (each "Contractor") under a Work Order issued from a Flexible Services Contract (each "Contract").

1. **Addition, Replacement and Removal of Personnel.** The Contractor and subcontractor positions listed in the "Hourly Fee Schedule" in the Contract (the "Contracted Personnel") are the only Contracted Personnel assigned to perform work under the Contract. Any replacement, substitution or addition of the Contracted Personnel shall be subject to the written approval of Prosper Portland. Prosper Portland's approval of a Work Order that identifies additional Contractor and/or subcontractor positions not otherwise identified in the Contract will suffice for purposes of the "written approval" required by this paragraph. The Contractor shall remove any individual performing services under the Contract if so directed by Prosper Portland in writing following discussion with the Contractor, provided that the Contractor is given a reasonable period of time to find a suitable replacement.

2. **Billing increment.** Unless an alternate agreement is reached, Contracted Personnel expenses shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., fifty (50) minutes of work shall be billed as 1 (one) billable hour; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.).

3. **Adjustment to Hourly Rates.** All Contract pricing is protected for the first twelve (12) months following the Contract Effective Date. Thereafter, the Contractor may request an adjustment to the hourly rates contained in the Contract by sending a written request (such as through email) to the Prosper Portland Contract Manager. If a rate increase request is approved, the new Contract pricing will be protected for the twelve (12) month period following the date the new rates are in effect. Rate increase requests are further subject to the following limitations:

   - All requests must include verifiable documentation that clearly demonstrates increased costs to the Contractor
   - Any request to increase the hourly rate(s) shall only be proposed in proportion to increases in the Contractor's costs for the Contracted Personnel and be in a format similar that found in the Hourly Fee Schedule above
   - If the rate increase request is approved, the Parties will agree to the approved increase by a written amendment to the Contract, prepared by Prosper Portland
   - The hourly rate increase will be effective only upon execution of the Contract amendment
   - Rate increases will not be retroactive

   Approval of any such rate increase request is solely within Prosper Portland's discretion and Prosper Portland is not obligated to approve such a request. If Prosper Portland rejects the hourly rate increase request, Prosper Portland will provide a written explanation to the Contractor detailing the reason(s) the hourly rate increase was not approved.

4. **Invoicing.** For payment, the Contractor shall submit to Prosper Portland an itemized invoice in a form and with sufficient detail to determine the work performed for the amount requested. Invoices submitted by the Contractor shall be prepared in such a way as to make it easy for

Prosper Portland to determine if the hourly rates billed match the Hourly Fee Schedule contained in the Contract or an approved Work Order. All invoices must contain, at a minimum:

- Invoice date
- Contract and Work Order Number
- Date or range of dates worked
- Number of hours work, or portions of hours worked, by name and title or by title alone, with a brief description of activities (exactly matching the titles contained in the "Hourly Fee Schedule" in the Contract or in an approved Work Order)
- Billing rate applied (not exceeding the rates listed in the "Hourly Fee Schedule" in the Contract or in an approved Work Order)
- Any approved reimbursable expenses

5. **Subcontracting Fees.** The Contractor shall submit invoices for work to include subcontractor hours and applicable rates for the work performed (i.e. subcontractor personnel expenses shall not be billed as a line-item reimbursable expense).

6. **Corrections to Incorrect Billings.** Prosper Portland will review the invoices to ensure the rates billed do not exceed the Hourly Rates contained in the Contract or an approved Work Order. Contractor shall adjust and resubmit any invoice that contains (a) personnel positions not matching the Contracted Personnel positions contained in the Contract or an approved Work Order; or (b) hourly rates exceeding those contained in the Hourly Fee Schedule.

7. **In the Event of Overpayment.** If payment is made to Contractor at rates higher than those listed in the Hourly Fee Schedule contained in the Contract or an approved Work Order, at Prosper Portland's sole discretion, the Contractor shall either (a) promptly return the difference between the amount paid and the amount that should have been paid to the Contractor; or *b) credit Prosper Portland for that amount which shall be deducted from future invoices. This provision survives the termination of the Contract for a period of thirty-six (36) months following the Expiration Date of the Contract.

8. **Payment Terms.** Prosper Portland shall process payment in its normal course and manner for accounts payable, **NET 30 DAYS** from the date Prosper Portland receives all properly-prepared invoices. Discounts offered by the Contractor for earlier payment are encouraged.

9. **Billing Intervals.** Invoices may be submitted monthly, or at such other interval as approved by the Prosper Portland Work Order Manager.

10. **Tax Reporting.** Payment information will be reported to the U.S. Internal Revenue Service ("IRS") under the name on page 1 of the Contract with the taxpayer identification number provided prior to the Contract Effective Date. Information not matching IRS records may subject Contractor 20% backup withholding.

11. **Prompt Invoicing.** The final invoice for any Work Order issued under the Contract must be received by Prosper Portland either within ninety (90) days following (a) the date on which the final work product is accepted by Prosper Portland, or (b) the expiration date of that Work Order, whichever is sooner. PROSPER PORTLAND RESERVES THE RIGHT TO REJECT AND REFUSE PAYMENT OF ANY INVOICE NOT SUBMITTED WITHIN THE TIMELINES DESCRIBED IN THIS PARAGRAPH.

EXHIBIT C. FEE SCHEDULE WORKSHEET

Proposer: _____

1. **Hourly Rates.** In a sealed envelope, separate from your other RFQ submittal materials, propose an hourly fee schedule for your personnel as well as personnel for your proposed subcontractors and subconsultants. Proposers who do not complete this EXHIBIT C must provide pricing information in a format similar to that listed in this document.

CONTRACTOR HOURLY FEE SCHEDULE		
Position Title	**Personnel Name**	**Hourly Rate**
		$
		$
		$
		$
		$
		$
		$

SUBCONTRACTOR HOURLY FEE SCHEDULE			
Name of Subcontractor	**Position Title**	**Personnel Name**	**Hourly Rate**
			$
			$
			$
			$
			$
			$

2. **Billing Increment.** Propose the following: (a) how Contracted hourly personnel expenses are to be billed, including proposed billing increments (e.g., quarter-of-an-hour, tenth-of-an-hour, etc); and (b) business rules applicable to tracking and billing personnel time.

Billing Increment:

Billing Rules (if any):

If your firm is selected for contract award from this RFQ, any subcontractors or subconsultants not identified in your proposal that you wish to engage under the Contract must be approved by Prosper Portland in a Work Order or Work Order Amendment. Such a Work Order or Work Order Amendment must detail the subcontractor or subconsultant personnel to be used including their title and applicable billing rates.

3. **Reimbursable Expenses.** If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work performed under a Prosper Portland Work Order, Proposer must quote the cost of such expenses in the space provided below. If a mark-up rate will apply to reimbursable expenses, indicate a mark-up rate.

Mark-up rate: ☐ At cost or ☐ cost plus _____ % (maximum 10%)

REIMBURSABLE EXPENSES			
Type of Expense	**Cost / Unit**	**Type of Expense**	**Cost / Unit**

4. **Electronic Payments.** Indicate whether or not your firm accepts payment for services with:

- **Credit card (Yes ☐ \| No ☐)**
- **Electronic funds transfer (Yes ☐ \| No ☐)**
- **Another electronic method (if so, indicate this method _____)**

Proposers may attach additional sheets to this EXHIBIT C
if they wish to provide additional pricing information.

Microsoft Word version of this worksheet is available by email request to the Solicitation Coordinator for this Request for Proposals.