



PROSPER
PORTLAND

Building an Equitable Economy

REQUEST FOR PROPOSALS #18-15

MASTER PROPERTY MANAGEMENT SERVICES

Proposals Due: May 30, 2019
by 2:00 PM (Pacific)

Mandatory Pre-proposal meeting and property tours will be held.
See Sections 1.3 and 6.3.

Direct all questions and submit one (1) hard-copy original and one (1) electronic proposal on USB flash drive 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 (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.

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1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **Master Property Management Services**
Solicitation Number: **RFP #18-15**
Solicitation Coordinator: **Kelly Hartle, Procurement Services Coordinator**
Contact Information: **(503) 823-3298 (office)**
hartlek@prosperportland.us

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), **Prosper Portland**, the assumed business name of the Portland Development Commission, the urban renewal and economic redevelopment agency of the City of Portland, Oregon requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) for property management services. The resulting award is intended to be a master contract so that properties can be added and removed, as needed, at the sole discretion of Prosper Portland.

Currently there are two properties (“Properties”) that require commercial property management services as indicated in EXHIBIT B and EXHIBIT C. Prosper Portland anticipates adding additional commercial properties in the future but makes no promise of number of properties to be added. Also, properties may be removed in accordance with the terms of this contract. While Prosper Portland intends the successful Proposer in connection with this RFP will be the primary property manager for its properties, Prosper Portland reserves the right to utilize other property management vendors at its sole discretion.

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 | 5-2-19 |
| Mandatory Pre-Proposal Meetings/Site Visits* | May 17, 2019 (9AM – Noon) |
| Deadline for Questions and Requests for Changes** | May 17, 2019 by 4PM |
| PROPOSAL DUE DATE AND TIME (no later than) | MAY 30, 2019 by 2:00 PM (Pacific Time) |
| Finalist Interviews (optional) | Week of June 10, 2019 |
| Notice of Intent to Award Issued (anticipated) | June 17, 2019 |
| Deadline for Protest of Intent to Award | Seven (7) calendar days after Notice of Intent to Award is issued |
| Contract Effective Date (anticipated) | July 1, 2019 |

*** Reservations are required for the Pre-Proposal/Site Visits. Please contact the Solicitation Coordinator with the numbers of attendees proposed to attend the Pre-Proposal/Site Visit.**

** 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 is the economic and urban redevelopment agency of the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that supports small businesses, improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones:

- ❖ Growing family-wage jobs
- ❖ Advancing opportunities for prosperity
- ❖ Collaborating with partners for an equitable city, and
- ❖ Creating vibrant neighborhoods and communities.

We support innovative civic solutions that promote mixed-income neighborhoods with both affordable and workforce housing, and that evolve in ways that honor cultural diversity. We prioritize property ownership and real estate projects with communities of color and in low-income neighborhoods to create assets that can be passed from one generation to the next.

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

2.2 ABOUT THE PROJECT

Prosper Portland has implemented a new business plan which requires increased financial self-sufficiency in service of the goals of the agency's Strategic Plan. The work through this RFP is to gain greater operational efficiency through economies of scale and consolidation of processes. This is meant to create consistency across some of Prosper Portland's owned commercial properties, thereby improving tenants' experience and providing administrative efficiency for Prosper Portland staff by having a single point of contact and reducing the need to manage multiple agreements. Prosper Portland intends to structure our master property management agreement to create better alignment between Prosper Portland's interests and those of the property manager, thereby maximizing net income from property operations.

2.3 ABOUT THE PROPERTIES

The Properties indicated in EXHIBIT B and EXHIBIT C, as well as properties added in the future, are intended to be profitable and self-funding, covering all operating, maintenance and

expenses while producing optimal returns for Prosper Portland. EXHIBIT B and EXHIBIT C include location detail, property specifications, and an estimated income and expense statement.

3.0 STATEMENT OF WORK

This section describes, at a minimum, Prosper Portland's expectations of the successful Proposer (the "Operator") under the contract awarded from this RFP (the "Contract"). EXHIBIT B and EXHIBIT C, which outline detail about each of the Properties, may also contain additional Scope of Work requirements beyond what is anticipated in this Section 3.

3.1 STATEMENT OF WORK

1. Management and Operations

Operator will manage and operate property in a professional, high-quality manner throughout the Term of the agreement. Services to be provided by Operator under the agreement will include, but are not limited to the following:

- a. Maintain the Property in a clean and safe condition according to generally-accepted property management standards.
- b. Repair, replace and/or alter the Property as may be necessary to meet health, life, safety and generally-accepted maintenance standards.
- c. Contract for electricity, gas, fuel, water, trash removal, telephone service, cleaning, vermin extermination, and any other required service(s). If deemed necessary and upon direction by Prosper Portland, contract for third-party security services.
- d. Provide 24-hour emergency response service for the Property and its tenants. Immediately inform Prosper Portland's designated point(s) of contact in the event of an emergency event or situation, including any structural fire, police action or other emergency situation that has occurred on or within the Property.
- e. Initiate legal actions or proceedings, after obtaining Prosper Portland's prior approval, for the purpose of collecting rents and other income due, recovering possessions, forcible entry and detainer actions and other legal actions to enforce terms of the tenant's lease agreements, and other legal actions, suits or proceedings that may affect the Property, tenants and/or Operator.
- f. Establish a written tenant conflict resolution process and implement this process with Prosper Portland approval. Promptly inform Prosper Portland's designated point(s) of contact of any conflicts that cannot be resolved through this process.
- g. Encourage and facilitate the participation of disadvantaged (DBE), minority-owned (MBE), women-owned (WBE), and emerging small businesses

(ESB), certified by the [State of Oregon Office of Minority, Women and Emerging Small Businesses](#), as contractors and vendors for services and products necessary for performance of work under the Contract.

- h. All employees and subcontractors/service providers retained by the Operator are the sole responsibility of the Operator and will be acting under the direction and supervision of the Operator without liability to Prosper Portland.
- i. Contractor will initiate periodic consultation with Prosper Portland on matters relating to the management and operation of the Property.

2. Financials

Monthly net revenues shall be forwarded to Prosper Portland and are due on or before the 15th of the following month in which those revenues are accrued.

- a. Operator shall deposit and account for all lease income, other property income and miscellaneous receipts. Any interest earned in any Prosper Portland Client Trust Account(s) shall be considered other income and accrue to the benefit of Prosper Portland. The maximum monthly carry-forward balance to be used for the Property operating expenses shall not exceed five thousand dollars (\$5,000.00) unless otherwise specified by the Prosper Portland Project Manager. Maximum monthly petty cash to be used for day-to-day miscellaneous Property expenses shall not exceed two hundred fifty dollars (\$250.00). All petty cash expenditures require justification and approval by Prosper Portland. Tenant security deposits should be collected and deposited in accordance with ORS 90.300.
- b. Operator shall be authorized to withdraw all permitted management fees, carry-forward operating balance, petty cash, turn-over costs, services, operation, marketing, maintenance, staff and other costs from receipts, prior to disbursement to Prosper Portland. All expenditures that exceed the monthly budget require justification and approval by Prosper Portland.
- c. Wages, salaries, and other compensation paid to the Operator's employees for performance of work under the contract, including, without limitation to, unemployment insurance, social security, workers' compensation insurance and disability benefits, as well as direct costs for other subcontractors/service providers, shall constitute operating expenses of the Property and are therefore chargeable to Prosper Portland. Upon written request by Prosper Portland, the Operator shall not unreasonably refuse to replace any person in its employment or any subcontractor/service provider.
- d. Operator shall maintain full and complete accounting records and make these records available for review and/or audit by Prosper Portland or Prosper Portland's representative(s) upon request.

3. Financial Reporting and Budgeting Responsibilities

- a. On or before the 15th of each month, Operator shall prepare and deliver the following reports to Prosper Portland's designated point(s) of contact pertaining to the previous month:
 - i. Monthly completed "Owner Property Management Report" which must include a narrative summary of any problem areas, steps or recommendations to rectify any problems and a summary of the Property maintenance activities
 - ii. Monthly occupancy and availability reports
 - iii. Monthly statement of receipts and disbursements
 - iv. Monthly complete and accurate Rent Roll
 - v. Monthly cash balances shown to be due to Prosper Portland
 - vi. Monthly itemization of all expenses, bills and invoices
 - vii. Budget comparison/variance report for each month and for the fiscal year-to-date, with an explanation of the reason for any significant variances
 - viii. Any additional reports upon request by Prosper Portland
- b. On or before May 1 preceding the fiscal year, Operator shall prepare and submit to Prosper Portland, a July through June fiscal year budget to include all projected monthly operating revenues and expenditures. Prosper Portland's financial year runs from July 1 to June 30 of the following year. The budget must include sufficient detail for all anticipated revenue sources and expenditures including, but not limited to, monthly management fees, carry-forward operating balance, petty cash, vendor services, operation, maintenance, security, staff costs and allocation of staff resources on-site and supervision. In addition, the budget shall include a maintenance plan and a priority list of capital improvements (items/actions anticipated to cost in excess of \$5,000) that may be necessary to protect health, life and safety of the tenants and/or Property.

4. Expenditure Authority and Purchasing (per Property)

- a. **Work and Supplies Under \$2,500.** Operator may incur costs for budgeted services and goods in amounts under \$2,500 provided documentation in the form of receipts or invoices is transmitted to Prosper Portland as part of the monthly report. Solicitation of quotes is not necessary for single purchases of less than \$2,500.
- b. **Work and Supplies Between \$2,501 and \$5,000.** Operator may incur costs for budgeted services and goods in amounts between \$2,501 and \$5,000 after obtaining two (2) quotes. Documentation of solicitation and receipts for goods and services rendered shall be transmitted to Prosper Portland as part

of the monthly report. If only one quote is obtained, a written record of the efforts to obtain more than one quote needs to be submitted.

- c. **Work Between \$5,001 and \$10,000.** Operator may incur costs for budgeted services and goods in amounts between \$5,001 and \$10,000 after obtaining a minimum of three (3) quotes. Documentation of solicitation and receipts for goods and services rendered shall be transmitted to Prosper Portland as part of the monthly report. If three (3) quotes are not possible, a written record of the efforts to obtain the quotes must be submitted.
- d. **Work Over \$10,000.** Unless it is an emergency, the Operator shall identify and refer all work items estimated to cost over \$10,000 to Prosper Portland for further action.
- e. **Emergencies.** Emergency repairs (example: gas-leak, water leak) do not require quotes. However, the Operator must provide appropriate documentation to support the emergency repairs and, if over \$1,000, to the extent possible, gain pre-approval and/or notify Prosper Portland within twenty-four (24) hours of any/all emergencies.
- f. **Non-Budgeted Work.** All non-emergency goods and services needed that are not budgeted require prior approval by Prosper Portland.

5. Addition and Deletions

- a. Prosper Portland will have the right to modify, add, or subtract from the Properties on a temporary or permanent basis for any reason.
- b. Operator will work with Prosper Portland to accommodate these changes in its operation of the Properties. Prosper Portland will provide adequate notice of any such changes. In the event of additions additional fees will be negotiated commensurate to the added scope of operations but shall generally conform to the proportion of those in place.
- c. Within thirty (30) days after execution of a contract awarded from this RFP, Operator shall prepare and submit to Prosper Portland a written "Building Operation Plan" which must include, but not be limited to, a preventative maintenance plan and monthly schedule, an assessment of any necessary and projected capital improvements, an assessment of any issues concerning the life, safety, fire and security related to the Property and an assessment of the building condition and operating systems.
- d. Within thirty (30) days prior to termination of the contract awarded from this RFP, Operator shall prepare and submit to Prosper Portland a written "Property Management Transition Plan" which must include, but not be limited to, providing Prosper Portland with all utility account information, all vendor service contracts, an inventory of any Prosper Portland-owned property and equipment, copies of all tenant files, copies of all public

authority building permits, inspection reports and violation notices and the turnover of all building keys.

This RFP does not include any property leasing services.

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. 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 and to the point without unnecessary content.

4.1 COVER LETTER

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 your firm and the services your firm proposes to provide Prosper Portland.
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP.

4.2 GENERAL EXPERIENCE

Provide a description of your firm’s experience in providing services similar to those described in this RFP. For this section also include:

- Names and titles of principal officers and personnel who would be directly involved in the management, leasing, and maintenance activities of the Property. For each, include information on their work history, relevant certifications, key responsibilities, and experience with market rate and affordable properties. **MAXIMUM ONE PAGE PER INDIVIDUAL.**
- Length of time your firm has been in business under its current name. Include geographic location of firm’s office and any satellite offices.
- Experience in working with other governmental agencies.
- A summarized description of four (4) similar commercial properties managed by your firm.
- Any other information that you believe sets your firm apart from other property management firms.

4.3 OPERATIONAL CAPABILITIES AND REFERENCES

- A description of your firm’s management and organizational capabilities, particularly with regards to staff and resource capacity to respond to emergencies on a 24-hour basis and critical issues on short notice.
- A list of any subcontractors that will be working on the project, including a brief description of their role.
- Examples of your monthly financial reporting and annual budget forecasting.
- Provide a list of **no more than five (5)** past or present property management engagements similar to those described in this RFP. For each property, provide the following:
 - A short summary of the project, highlighting scope and other similarities
 - Key personnel involved and their responsibilities

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

- 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 and scope. References may or may not be contacted. For each reference, include the name of the client and a contact name with phone number and email address.

4.5 MANAGMENT APPROACH

Provide a clear and concise description of the approach and methods your firm proposes to complete all requirements listed Section 3 of this RFP. Include the following:

- Approach and methods that will be used to successfully manage the property.
- List any additional Prosper Portland resources (staff time, materials, network access, etc.) that are necessary to complete any aspect of the project.

4.6 CORPORATE RESPONSIBILITY

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 minority-owned, women-owned, disadvantaged, and emerging small businesses (collectively, “Certified Firms”) as certified by Oregon’s Certification Office for Business Inclusion and Diversity (“COBID”).

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 COBID’s Certified Firm directory to identify potential Certified Firms as subcontractors, suppliers, or partners for the contract awarded from this RFP:

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

All Proposers must address the following in their proposals:

a. **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.

b. **Subcontracting with Certified Firms**

- Please list *all* scopes of work proposed to be performed by subcontractors; include the proposed subcontract value, the firm name, and certification status (if any) proposed to perform that work.

c. Describe your firm's approach to prioritizing the hiring and contracting of certified firms.

Workforce Diversity and Community Involvement

- Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce including women and people of color.
- Give the percentage of management to staff, including percentage of women and people of color in those types of positions.
- How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities for women and people of color?

d. **Sustainable Business Practices**

- List the top three (3) actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices).
- 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. Prosper Portland will enforce all commitments to Certified Firms under its Contract with the successful Proposer. The successful Proposer will notify Prosper Portland Contract Manager in writing of any substitutes, removals, or additions of subcontractors. Prosper Portland will review the circumstances of the change and provide or approval or modification.

4.7 **MANAGEMENT FEE STRUCTURE**

Propose the **fixed monthly management fee, by Property**, to be charged to Prosper Portland. A percentage of revenues monthly management fee will **not** be utilized due to the possibility that Prosper Portland may provide future vacant space to an organization or business at a below market rental rate for reasons including, but not limited to, the promotion of economic opportunities, social services, etc. Payment of the monthly management fee shall

constitute an operating expense of the Property and shall be paid out of the operating revenues for the Property.

Management Fees for properties that are added to this contract after execution will be negotiated on a property-by-property basis.

4.8 PROPOSER CERTIFICATION

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

| SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP | |
|--|-------------------|
| EVALUATION CRITERIA (SCORED) | MAXIMUM POINTS |
| ➤ General Experience | [10] Points |
| ➤ Operational Capabilities and References | [20] Points |
| ➤ Management Approach | [20] Points |
| ➤ Corporate Responsibility | [25] Points |
| ➤ Management Fee Structure | [25] Points |
| Total Available Points | 100 Points |
| NON-SCORED SUBMITTAL REQUIREMENTS | |
| ➤ Cover Letter | Not Scored |
| ➤ Proposer Certification | Not Scored |

5.0 CONTRACT REQUIREMENTS

5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Operator”) 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.

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](#).¹ **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.

5.5 CONTRACT TERM

The initial term of the Contract will be for a period of three (3) years which may be extended for two (2) additional one-year periods upon the mutual written agreement between the parties to

¹ http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf

the Contract. The maximum duration of the Contract, including all extensions, will not exceed five (5) years.

5.6 CONTRACT COMPLIANCE

Operator 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.

5.7 INSURANCE REQUIREMENTS

At all times during the term of the Contract, Operator 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. Operator 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 **\$1,000,000**, each accident, covering owned, non-owned, or hired vehicles. If Operator does not own any automobiles, Operator shall maintain coverage for hired and non-owned automobiles.
- 5.7.4 **RESERVED**
- 5.7.5 **RESERVED**
- 5.7.6 **Insurance Certificates.** Prior to execution of the Contract, Operator must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Operator's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Operator'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 **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.

6.2 Proposal Preparation and Submission Instructions

6.2.1 **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** hard-copy proposal - **Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled. Please staple.**
- **One (1) electronic copy** on a USB flash drive in either Adobe Acrobat or MS Word

6.2.2 **Packaging and Labeling.** Proposals will be submitted in a sealed package or envelope. To ensure proper identification and handling, the package or envelope will 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.

6.2.3 **Form of Proposal.** Proposals will 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 will address the submittal requirements of this RFP in a clear, concise, and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.

6.2.4 **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.

6.3 Pre-Proposal Meeting.

There will be two mandatory pre-proposal meetings to provide Proposers an opportunity to tour the Properties outlined in EXHIBIT B and EXHIBIT C.

| | | |
|---|--|---|
| Nelson Building – 8411 N. Denver Ave. Portland | | 10 th & Yamhill – 730 SW 10 th Ave., Portland |
| Date: May 17, 2019 | | Date: May 17, 2019 |
| Time: 9 – 10am | | Time: 11am- Noon |
| Meet in the adjacent parking lot; close toed shoes required | | Meet at the job site trailer on SW 10 th & Morrison; close toed shoes required |

Attendees will be given the opportunity to ask questions 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 6.4 below). Proposers are responsible for all costs associated with attendance at these meetings.

6.4 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.

6.5 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.

- 6.6 **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.
- 6.7 **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.
- 6.8 **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.
- 6.9 **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.
- 6.10 **Public Records and Disclosure**
- 6.10.1 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.
- 6.10.2 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 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."**
- 6.10.3 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.
- 6.10.4 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.
- 6.10.5 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.”

- 6.10.6 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.
- 6.11 **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.
- 6.12 **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.
- 6.13 **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).
- 6.14 **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.
- 6.15 **Best and Final Offers (Optional).** Prosper Portland may choose to 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 and evaluation criteria contained in this RFP. If Prosper Portland elects to solicit best and final offers, Prosper Portland will do so in the following manner:
- 6.15.1 Prosper Portland will initiate oral and/or written discussions with one or more of the Finalist Proposer(s) regarding one or more sections of their proposals. Prosper Portland may conduct these discussions only for the following purposes of: (a) informing Finalist Proposer(s) of perceived weaknesses in their initial proposals; (b) requiring the submission of additional information in one or more sections of a Proposer’s proposal; and/or, (c) otherwise allowing the Finalist Proposer(s) to develop and submit their best and final offers.

- 6.15.2 Prosper Portland may conduct discussions with each Finalist Proposer necessary to fulfill the purposes described in this section but need not conduct the same amount of discussion with each Finalist Proposer. Prosper Portland may terminate discussions with any Finalist Proposer at any time; however, Prosper Portland will offer all Finalist Proposer(s) the same opportunity to discuss their proposal prior to the date and time revised proposals are due.
- 6.15.3 In accordance with ORS 279B.060(6)(a) and (b), Prosper Portland will only disclose the identity of other proposers who responded to the RFP but will not include any details on their proposals until after the evaluation process is complete and Prosper Portland has issued its Notice of Intent to Award a contract.
- 6.15.4 At any time during this process, Prosper Portland may (a) continue discussions with one or more Finalist Proposer(s); (b) terminate discussion with a particular Finalist Proposer and continue discussions with other Finalist Proposers; or, (c) conclude discussions with all remaining Finalist Proposer(s) and provide notice requesting their best and final offers.
- 6.13.5 If Prosper Portland requests best and final offers, Prosper Portland will establish a common date and time that proposals are due at Prosper Portland. Revised proposals shall only be submitted once; however, Prosper Portland may make a written determination that it is in Prosper Portland's best interest to conduct additional discussions and require submission of revised proposals. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award.
- 6.15.6 If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.12 of this RFP) or a revised proposal, the original proposal will be considered their best and final offer. Prosper Portland will then evaluate the best and final offer in accordance with the requirements and evaluation criteria contained within this RFP and Prosper Portland will not modify the evaluation criteria or their relative weighting after the date and time revised proposals are due.
- 6.16 **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.
- 6.17 **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.

- 6.18 **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.
- 6.19 **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.
- 6.20 **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.

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 #18-15: Master Property 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 5.6 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: _____