



PROSPER
PORTLAND

Building an Equitable Economy

REQUEST FOR PROPOSALS #19-51

CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES FOR THE UNITED STATES POSTAL SERVICES RETAIL SPACE 715 NW HOYT STREET PORTLAND, OREGON

Proposals Due: Thursday, October 3, 2019, by 2:00 P.M. (Pacific)

A voluntary pre-proposal meeting and job site tour for this RFP will be held on **Thursday, September 12, 2019, from 2:30 – 4:30 pm (Pacific) at the United States Postal Services site.** Details below.

Direct all questions and submit one (1) original and one (1) electronic proposal (USB Thumb 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 (direct) | hartlek@prosperportland.us (email) | <http://www.prosperportland.us/>

Prosper Portland encourages the participation of certified minority-owned, women-owned, 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: **Construction Manager/General Contractor Services for the United States Postal Services Retail Space**

Solicitation Number: **RFP #19-51**

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

Contact Information: **503.823.3298** (direct)

hartlek@prosperportland.us (email)

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

1.2 **Executive Summary.** Through this Request for Proposals (“RFP”), Prosper Portland (“Prosper”, “we”, or “Owner”), the duly authorized economic redevelopment and urban renewal agency for the City of Portland, Oregon, requests proposals from qualified and experienced contractors to provide Construction Manager/General Contractor (“CM/GC”) services to implement core and shell improvements and tenant improvements for a new retail post office at 715 NW Hoyt Street (“Project” or “Property”). One CM/GC proposal is requested, inclusive of pre-construction and construction services as further described in this RFP.

1.3 **Schedule of Solicitation and Contract Award Events.** Prosper Portland reserves the right to change this schedule through a written addendum at any time:

Solicitation or Contract Award Event	Date
Request for Proposals Posted and Advertised	September 3, 2019
Voluntary Pre-Proposal Meeting and Job Site Tour	Thursday, September 12, 2019, 2:30 – 4:30 pm
Deadline for Questions and Requests for Changes	September 16, 2019
Proposal Due Date and Time (no later than)	Thursday, October 3, 2019, by 2PM PT
Finalist Interviews (optional)	Week of October 14, 2019
Notice of Intent to Award, Issued (tentative)	October 21, 2019
Deadline for Protest of Intent to Award	Seven days after Notice of Intent to Award is issued
Contract Award, Issued (tentative)	October 29, 2019
Pre-construction Services Contract Executed (tentative)	November 5, 2019
Notice to Proceed / Pre-Construction (tentative)	November 6, 2019

- 1.4 **Pre-qualification.** This RFP is an open invitation, and any qualified and experienced contractor is able to apply.
- 1.5 **Procurement Method.** This RFP is an alternative contracting method under ORS 279C.335(2) as authorized by Prosper Portland Board Resolution #7333. From this RFP, Prosper Portland intends to evaluate best value proposals and to enter into in a Personal Services Contract for pre-construction services and later a Guaranteed Maximum Price (“GMP”) contract for construction services with the successful Proposer.
- 1.6 **CM/GC Services.** Prosper Portland expects each proposer to have read the applicable public contracting statutes and the Attorney General’s Model Rules related to public contracting using the CM/GC method of delivery found in ORS 279C.337(1) and OAR 137-049-0690. Proposers must comply with the law and rules in all material respects. Failure of a proposer to comply in any material respect may result in the disqualification of a proposal.
- 1.7 **Sole Point of Contact.** The sole point of contact (or “Solicitation Coordinator”) for this RFP is **Kelly Hartle**, Prosper Portland’s Procurement Services Coordinator. Ms. Hartle can be reached by phone at 503.823.3298 or email at hartlek@prosperportland.us. Direct all requests for clarification or change(s) regarding this RFP or the anticipated contract to this individual on or prior to the date identified above in section 1.3.
- 1.8 **Pre-Proposal Meeting, Job Site Tours.**
- 1.8.1 **Voluntary Pre-Proposal Meeting.** A pre-proposal meeting for this RFP will be held on **Thursday, September 12, from 2:30 to 4:30 pm (Pacific)** at the United States Postal Services site located at 715 NW Hoyt Street, Portland, in the Lobby area. This RFP, the Project, and Prosper Portland’s procurement process will be explained at the pre-proposal meeting. Proposers are encouraged to bring a copy of this RFP to the meeting as copies will not be provided.
- 1.8.2 **Questions and Comments at this Meeting.** Meeting attendees will be given the opportunity to ask questions of Prosper Portland’s program staff to help clarify this Project. Verbal comments given by Prosper Portland staff at this event 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 will request that particularly detailed questions, or those that require additional consideration and research, be submitted in writing per Section 4.4 of this RFP.
- 1.8.3 **Job Site Tour.** A Job Site Tour will follow the Pre-Proposal Meeting. This will be the only opportunity for proposers to see the existing conditions of the United States Postal Services site. Verbal comments given by Prosper Portland staff at this event 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 will request that particularly detailed questions, or those that require additional consideration and research, be submitted in writing per Section 4.4 of this RFP.

2.0 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 Description of the Site and Project Background.

2.2.1 Description of the Site. The United States Postal Service (“USPS” or “Property”) site is located at 715 NW Hoyt Street, Portland, OR 97209 in Portland’s Pearl District and the River District Urban Renewal Area (“RDURA”). An aerial map of the site can be found in Attachment 1. It is a 13.33-acre property generally bound by NW Hoyt Street to the south, NW 8th Avenue to the west, NW Lovejoy Street (and the associated Broadway Bridge approach ramp) to the north, and NW Broadway (and the associated Broadway Bridge approach ramp) to the east. The Property contains four (4) structures, each of which is described below. The remainder of the Property is paved, either asphalt or concrete, with minor amounts of landscaping. Except for the public parking area for the retail post office on the NW Hoyt Street frontage, the Property is completely enclosed, either by building walls or chain-link fencing, with all public access controlled.

Prosper Portland acquired the Property from the USPS in 2016. A component of that transaction involved the relocation of the USPS functions from the Property to a new facility that was constructed in NE Portland, thereby creating the opportunity to completely redevelop the entire Property.

The acquisition and redevelopment of the Property, as called for in the Central City 2035 Plan, offers a once-in-a-generation opportunity for Prosper Portland and the City of Portland to meet growth requirements—including private development together with

affordable housing, economic development, transportation, and open space goals—on a large, contiguous property in the middle of downtown and adjacent to Portland’s regional transit hub. Development of the Property can absorb a substantial share of the approximately 21,500 new households and 42,500 new jobs projected to be added to the Central City by 2035. The redevelopment of the Property could house approximately 2,400 new households and 4,000 jobs, supported by approximately \$40 million invested for infrastructure.

2.2.2 Structures. There are four main structures located on the Property:

- a) The main Processing and Distribution Center (“P&DC”) occupies most of the eastern half of the Property. Containing approximately 400,000 square feet of building floor area, the P&DC is a three/four-story reinforced concrete building that contained primarily, postal processing and distribution facilities, with approximately 240,000 square feet of office space. This was the main USPS facility serving Portland for several years. A retail post office is currently operating in approximately 16,000 square feet of the ground floor at the southern end of this building.
- b) The parking structure (“Parking Structure”) is located at the southwest corner of the Property. It is a three-story post-tensioned concrete structure containing 454 parking spaces. The footprint of the Parking Structure is approximately 50,750 square feet. The USPS Bulk Mail Facility (“BMF”) is located on the ground floor at the east end of the Parking Structure. An operational truck loading dock is located behind the BMF on the north side of the structure. The truck loading dock has four bays. The third floor of the Parking Structure is connected to the P&DC by a pedestrian skybridge.
- c) The vehicle maintenance facility (“VMF”) is located at the northern edge of the Property and is adjacent to the NW Lovejoy bridge ramp. Containing approximately 10,540 square feet of building area, the VMF is a one-story concrete building with an abandoned vehicle refueling pump station.
- d) The electrical transformer building (“ETB”) is located approximately 100 feet north of the eastern end of the Parking Structure. It is a one-story concrete block building that contains approximately 1,000 square feet of floor area and currently houses high-voltage electrical equipment that supplies power to the Property.

2.2.3 Access. There is short-term public parking located on the south side of the Property for customers of the existing retail post office. Access to and from this parking is from NW Hoyt Street. Employee parking and truck loading access is mid-block on NW 9th Avenue at the NW Johnson Street right-of-way.

2.2.4 Security. There is 24/7 manned security provided on-site by Safeguard Security Services.

2.2.5 Current Uses. The retail post office is operating and open to the public in the ground floor of the P&DC. The main entry to this post office is on the south side of the building off NW Hoyt Street. The surface parking area off NW Hoyt Street being used by customers of the post office will continue to be used until the current post office is closed. The remainder of the P&DC is vacant.

The VMF is a vacant building. The ETB houses electrical supply equipment for the Property. It is anticipated that the ETB will remain in operation to continue to supply electrical power to the Property until the Interim Retail Post Office has been completed.

Prosper Portland has retained Central City Parking to manage public parking operations in both the Parking Structure and the fenced-in surface lot immediately north of the Parking Structure. Both of these facilities will continue to be used by the public for daily parking.

- 2.2.6 **Ongoing Operations.** The Parking Structure will remain operational during construction. Prosper Portland acknowledges that the ground floor of the parking area will be reconfigured due to the footprint, and that traffic flow into and out of the Parking Structure will be altered, both during construction and permanently post-completion.

The existing retail post office, adjacent to the Project site, will remain operational during construction. Once construction of the Facility is complete, those functions will relocate into the Facility and the existing retail post office will close.

There are several existing loading docks on the P&DC, some of which are being used by the USPS to serve the existing retail post office. One or more of these loading docks will continue to be used by the retail post office, which must remain operational during construction.

2.3 **Project Schedule; Liquidated Damages; Warranty Period.**

Prosper Portland anticipates issuing the “Notice to Proceed” to the selected CM/GC on or around November 6, 2019. A project schedule will be agreed upon by both Prosper Portland and the CM/GC and shall be attached to the contract for services. Prosper Portland and the CM/GC shall agree on a liquidated damage amount that will be assessed if the Project is not completed in accordance with the schedule. The contract for services will also set forth a warranty (or warranties) for materials, fabrication and workmanship.

3.0 THE WORK & PROJECT PHASES

3.1 **Scope of Services**

For the P&DC to be demolished and redevelopment of the Property to take place, the existing retail post office must be relocated from the PD&C. The Project is the turn-key construction of a new interim retail post office (“Facility”) in approximately 5,100 square feet of the ground floor of the Parking Structure and the current BMF space at the eastern end of the Parking Structure, for a total of 15,150 square feet of floor area.

A new demising wall will be constructed in the ground floor parking area that will separate the post office from the remaining parking area. A Test Fit Concept Sketch was prepared by GBD Architects and Cornerstone Architectural Group, which is included as Attachment B. The same design team is collaborating on the set of construction drawings (“CDs”) for the Project.

3.2 Pre-construction Services Phase

Prosper Portland is seeking a CM/GC firm to participate as a member of a team consisting of the Owner, architect and other Project consultants and agencies (the "Project Team") to provide pre-construction services and coordinate the subcontractor bidding procurement. The CM/GC shall be responsible for providing necessary consulting expertise to Prosper Portland to ensure the program scope is maximized, and the construction budget and Project schedule are met.

The CM/GC will work collaboratively and proactively with other members of the Project Team to proceed with planning, design, permitting, and implementation of the "Work" in a manner that supports Prosper Portland's efforts to keep costs within Prosper Portland's budget. The CM/GC shall provide Construction Management services throughout the Project, from the pre-construction phase through the construction phase and shall closely coordinate such services with the other members of the Project Team.

The CM/GC firm must be skilled in all aspects typical to a contractor specializing in construction management, including but not limited to developing critical path method ("CPM") schedules, preparing construction estimates, studying labor conditions, understanding construction methods, techniques and requirements used USPS construction projects, understanding local climate conditions and requirements for weather protection during construction operations and its impact on construction activities, sequencing of the Work, etc. In addition, the CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives, while meeting or exceeding Prosper Portland equity goals as detailed later in this RFP.

Based on the construction drawings, Owner and CM/GC will negotiate in good faith to reach a GMP to complete the Project.

In the event that the selected CM/GC is unable to furnish a GMP within the Owner's budget, or otherwise come to agreement on CM/GC Contract terms, the Owner retains the sole option to cancel this procurement and start a new process for the construction of the Project, or to terminate the existing CM/GC Contract or contract award and enter into new CM/CG Contract negotiations with the next highest rated Proposer under this Request for Proposal.

3.3 Construction Phase

The CM/GC will execute the construction of the premises/facility through the issuance of Final Completion. Other services required include:

- Participate in meetings as required by Owner for both the pre-construction services and construction phases.
- Apply a top-coat on the upper deck of the parking garage
- Apply waterproofing on the upper deck
- Provide minor concrete repair as determined necessary by the Owner
- Restripe the ground floor of the parking area to accommodate reconfiguration
- Provide new electrical service to the Parking Garage, which will include the Interim Retail Post Office
- Removal of existing skybridge connecting the third floor of the Parking Garage to the P&DC.

The Work is to be completed in a single phase and will be set forth in the Contract Documents (“Documents”), which shall include:

- General Conditions
- Supplemental General Conditions
- Business Equity and Workforce Training and Hiring Program Specifications
- GMP Contract Agreement
- Insurance Certificates
- Performance and Payment Bond
- Contractor’s Proposal
- RFP and RFP Addenda

4.0 INSTRUCTIONS TO PROPOSERS

This section describes the general requirements and instructions for 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 awarded 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.

- 4.1 **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 279C.395; 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.
- 4.2 **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, interview, or subsequent negotiations that Prosper Portland may request or require.
- 4.3 **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.
- 4.4 **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. All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 4:00 p.m. (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3. All such submissions must include:

- RFP solicitation number and title
- RFP section being questioned
- Specific question or request for change

Inquiries must be submitted by email.

- 4.5 **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 be cause for proposal rejection.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to the website for this RFP to check for any addenda that have been issued for this RFP. The document folder for this RFP can be found at www.prosperportland.us/bids. 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.

- 4.6 **Form and Content for Substitution Requests.** Request for substitution shall include the name of the material, equipment, or products which is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the Proposer. Prosper Portland's decision of approval or disapproval of a proposed substitution is within Prosper Portland's sole discretion.

- 4.7 **Definitions.** Unless defined differently herein, the terms used in these Instructions to Proposers have the same meaning and definition as provided in the General Conditions (**EXHIBIT F**).

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

- 4.9 **Disclaimers.** Prosper Portland disclaims all responsibility for errors, ambiguities, or misinterpretations resulting from the use of the information contained in this RFP or the use of an incomplete set of the Contract Documents. By making the information contained in this RFP and the Contract Documents available, neither the Prosper Portland nor its representatives or agents (including design professionals) confer a license of any kind or grant permission for any use of the information contained in the RFP or the Contract Documents other than on this Project.

- 4.10 **Registration with CCB or LCB and City of Portland Business License.** Prior to award of the Contract, the Proposer selected to complete the work must be licensed (a) by the State of Oregon Construction Contractors Board as required by ORS 701.035 et seq. and ORS 671.525 et seq., respectively; and (b) the City of Portland per Portland City Code, Chapter 7.02. ALL LICENSES MUST REMAIN IN EFFECT DURING THE ENTIRE CONTRACT TERM.

- 4.11 **Prevailing Wage Rates.** Unless otherwise exempt, prevailing wage rates must be paid on the Project in accordance with ORS 279C.840. If this public contract is for work subject to [ORS 279C.800 to 279C.870 and/or the Davis-Bacon Act (40 USC 276a)], no bid will be received or

considered by the Commission unless the bid contains a statement by the bidder as a part of its bid that the provisions of [ORS 279C.800 and/or 40 USC 276a] are to be complied with.

- 4.12 **Resident Proposer.** Each proposal must contain a statement as to whether the Proposer is a “resident Proposer” as defined in ORS 279A.120 by completing the Proposer Certification form (EXHIBIT C).
- 4.13 **Proposers’ Representations.** By submitting a proposal for the Project, Proposers further represent that they have read and understood the Contract Documents, visited the site, become familiar with the conditions under which the Work will be performed, and have taken no exception to any term, condition, obligation, or requirement of the Contract Documents that is not clearly and expressly stated in their proposal. Proposers understand and agree that any exception to any term, condition, obligation, or requirement of the Contract Documents may, in Prosper Portland’s discretion, be the basis for proposal rejection. Proposers further represent that they will report immediately all errors, inconsistencies, or ambiguities they discover in the Contract Documents to Prosper Portland.
- 4.14 **Proposers’ Responsibility for Cover Price.** By submitting a proposal, each Proposer expressly agrees that, if it is determined to be the successful Proposer upon final contract negotiations but fails within ten (10) days of the award date to submit the executed Construction Contract and all related documents (including but not limited to the payment and performance bonds), such contractor will be directly responsible to Prosper Portland for any increased costs to Prosper Portland in hiring a replacement contractor including, without limitation, any attorney fees, investigation and expert fees and costs arising out of any related claim or dispute.
- 4.15 **Proposal Security (“Proposal Bond”).** All proposals must be accompanied by appropriate proposal security in accordance with ORS 279C.400(5). This security must be in the form of an original and fully executed surety bond, an irrevocable letter of credit, cashier’s check or certified check in an amount equal to ten percent (10%) of the proposal amount including Alternative Proposal Items for the GMP Contract. Photocopies of these documents are unacceptable and will be deemed nonresponsive. The proposal security of the successful Proposer will be returned when the Proposer has properly executed the GMP Contract, and the performance and payment bonds have been properly executed, delivered to, and accepted by the Prosper Portland. The proposal security of each unsuccessful Proposer will be returned immediately after the Proposers are deemed unsuccessful.
- 4.16 **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 the proposal. However, Prosper Portland, in its sole discretion, may (a) request Proposers submit additional information during or after the proposal evaluation period; (b) request information during any subsequent Contract negotiations; (c) overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s); or (d) submit information or forms that were inadvertently omitted at the time of proposal submission.
- 4.17 **Public Records and Disclosure**
- 4.17.1 There will be no public opening of proposals.

- 4.17.2 All proposals submitted in response to this RFP will become the property of Prosper Portland and will be subject to retention and 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.
- 4.17.3 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."**
- 4.17.4 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. Unless expressly provided in this RFP, or in a separate communication between Prosper Portland’s Sole Point of Contact for this RFP and a Proposer, Prosper Portland does not agree to withhold from public disclosure any information submitted in confidence unless the information is otherwise exempt from public disclosure under Oregon law.
- 4.17.5 From the time proposals are due and until Prosper Portland’s issues its notice of intent to award, only the list of the names of the Proposers is subject to public disclosure.
- 4.17.6 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.”
- 4.18 **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.
- 4.19 **Determination of Responsibility; Investigations.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, Prosper Portland may consider whether the Proposer has: (a) the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, to meet all contractual obligations; (b) a satisfactory record of performance; (c) a satisfactory record of integrity; (d) qualifications to legally contract with Prosper Portland as an independent contractor; (e) been disqualified or debarred by Prosper Portland or on a list of such contractors as established by the CCB; (f) supplied all necessary information in connection with Prosper Portland’s inquiry concerning responsibility; (g) has otherwise satisfied the conditions of ORS 279C.375 as applicable to the work. Prosper Portland may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility. Prosper Portland may make such independent investigations as deemed necessary to determine the responsiveness and

responsibility of any Proposer, and the Proposer shall furnish to Prosper Portland all such information and data for this purpose as Prosper Portland may request.

- 4.20 **Evaluation Process.** See Section 6.0 of this RFP.
- 4.21 **Notice of Intent to Award.** After completion of the evaluation process described in Section 6 of this RFP, Prosper Portland will name an “apparent successful Proposer” and issue a Notice of Intent to Award (“NOIA”) the 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 submitting a public records request on Prosper Portland.us.
- 4.22 **Protest of Selection Process.** Any protest of Prosper Portland’s selection process must be submitted via email to the Solicitation Coordinator for this RFP within seven (7) calendar days of issuance of the NOIA. Only those Proposers that are adversely affected by Prosper Portland’s contract award decision can protest the NOIA; i.e., those Proposers who are in a position to receive the Contract had Prosper Portland not committed a material violation of a provision of this RFP or applicable statute. 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 evaluation 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.
- 4.23 **Serial Negotiations.** After Prosper Portland has issued its NOIA and resolved all protests, Prosper Portland reserves the right to enter into negotiations with the apparent successful Proposer to finalize the Contract. 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 Prosper Portland issues its Notice of Award and the Contract is executed or Prosper Portland cancels this RFP.
- 4.24 **Bonds and Insurance.** Upon Notice of Award, the apparent successful Proposer shall provide Prosper Portland with Insurance Certificates as set forth in General Conditions (Exhibit F). Proposers may be required to provide Prosper Portland with Payment Bond and Performance Bond.
- 4.25 **Publicity.** Any publicity giving reference to the Project described in this RFP, whether in the form of a press release, brochure, or other marketing material, shall only be made with the prior written consent of the Prosper Portland Public Affairs Department and then only in coordination with the Prosper Portland Public Affairs Department.

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

This section describes the materials and topics to include within your proposal and general proposal preparation and submission instructions. The selection committee will look favorably on concise responses. Respond only to the sections below and include only relevant information. The committee will not consider material in your proposal that was not requested in this RFP.

- 5.1 **Cover Letter Qualifications and Capabilities.** Provide a summary of your proposal in a one-page cover letter. This cover letter should introduce your team and outline why your team is qualified and capable to perform this Project. Also include the name, mailing address, phone number, and email address of your primary point of contact for this RFP in your cover letter.
- 5.2 **General Construction Background Experience and Qualifications.** Provide a description of your experience in completing public improvement projects (within the past five years). For this section include:
- 5.2.1 Number of years your company has been in continuous operation, general scope of services provided, current area(s) of expertise, and current firm commitments.
- 5.2.2 Your company's per project and aggregate bonding capacity, if available.
- 5.2.3 Has the Prime Contractor or any Subcontractor on your team had any claims greater than \$25,000 within the last five (5) years that required mediation, arbitration, or litigation to settle? Answer with a **YES** or **NO**.
- 5.2.4 Has the Prime Contractor or any Subcontractor on your team had a contract or subcontract terminated for cause within the last five (5) years? Answer with a **YES** or **NO**.
- 5.2.5 Does the Prime Contractor or any Subcontractor on your team have any past or pending litigation or claims filed against your firm(s) that may affect your performance on this Project? Answer with a **YES** or **NO**.
- 5.3 **Prime or Sub-Contractor Project Experience and References.** Complete and return the "Prime Contractor Experience" form (**EXHIBIT A**). At Prosper Portland's discretion, references provided for these projects may be contacted.
- 5.4 **Prime Contractor Key Project Personnel.** Provide the resumes (no more than one page each) for the project manager and superintendent/on-site foreman (together, the "Key Personnel") proposed to be assigned to the Project. YOUR KEY PERSONNEL ARE EXPECTED TO BE ASSIGNED AND AVAILABLE FOR THE DURATION OF THE CONTRACT TERM. REMOVAL, SUBSTITUTION, OR ADDITION OF THE KEY PERSONNEL WILL BE SUBJECT TO PROSPER PORTLAND'S WRITTEN APPROVAL.
- 5.5 **Project Schedule.** Provide a tentative baseline project schedule, assuming the Notice to Proceed date referenced in Section 1.3 above with key milestones and critical path items clearly shown.
- 5.6 **Project Approach.** Outline how you would approach this Project in terms of pre-construction services pertinent to this Project, as well as means and methods for how the Construction Phase would be completed. How would your team minimize impacts to the existing operations outlined in Section 2.2.5 – Current Uses and Section 2.2.6 – Ongoing Operations.
- 5.7 **Business Equity.** Through its policy on Equity, Prosper Portland aims to ensure fair and equitable opportunities for Portland's diverse populations, promote prosperity in all segments of Portland's diverse communities, and expand competition in the market through explicit agreements with developers and contractors benefiting from the public investment, particularly Certified Firms. As used herein, Certified Firms include those minority-owned ("MBE"), women-owned ("WBE"), disadvantaged ("DBE"), and emerging small business enterprises ("ESB") certified by the State of Oregon Office of Minority, Women, and Emerging Small Business (the "OMWESB").

PROSPER PORTLAND HAS ESTABLISHED AN ASPIRATIONAL GOAL OF TWENTY PERCENT (20%)

OF THE PROJECT TRADE WORK TO BE PERFORMED BY CERTIFIED FIRMS. As part of your response to this RFP, address the following:

- 5.7.1 **Prime Contractor.** Is your construction company a Certified Firm or has your firm recently applied for certification with the OMWESB? If so, provide a copy of the OMWESB's approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.
- 5.7.2 **Reserved**
- 5.7.3 **Past Projects. *Proposers, be prepared to provide the following if named as a Finalist:*** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past twelve (12) months? If so, indicate the project(s), Certified Firm(s) involved, and the role of the Certified Firm(s) on the project(s). If you *have not* subcontracted or partnered with any Certified Firm(s) within the past twelve (12) months, please provide a brief (one (1) page or less) but detailed summary of your specific efforts to subcontract or partner with Certified Firm(s) within the past twelve (12) months.
- 5.7.4 **Innovation. *Proposers, be prepared to provide the following if named as a Finalist:*** Describe any innovative or successful measures your construction company has taken to work with or attempt to work with Certified Firms on previous projects (e.g., provided bonding, mutual insurance, targeted marketing and/or one-on-one meetings, sponsoring or leading business development workshops, creating an equity contractor development or mentor-protégé program, or providing technical training targeted for Certified Firms). Please limit your narrative to one (1) page or less.
- 5.7.5 **Other Efforts.** Outline any other efforts you will undertake to maximize business diversity on the project, such as service contracts or the acquisition of goods and services from Certified Firms to attempt to meet the aspiration goal for this Project.
- 5.7.6 **Self-Performed Work.** By each major work category (CSI Division), estimate the percent of the trade work the Prime Contractor intends to self-perform and, by major work category (CSI Division), the percentage of trade work that will be subcontracted. Additionally, please expand on the following:
- a) Owner anticipates that the Prime Contractor will limit self-performed work in order to fully engage Certified Firms. Owner expects that Proposers will maintain the proposed percentages throughout the term of the GMP Contract. Deviations will require Prosper Portland written permission.
 - b) Owner encourages Prime Contractor to openly and fully bid out all scopes allowing increased opportunity for Certified Firms to bid on this public project.
 - c) Owner encourages Prime Contractor to be creative in potentially "breaking-up" scopes to allow increased opportunity for Certified Firms to bid on this public project.
 - d) Proposers will not be permitted to switch out Certified contractors post-award without Owner's written permission.
- 5.7.7 **Business Equity Program.** Under its contract with Prosper Portland, the successful Proposer will be required to comply with Prosper Portland's Business Equity Program; see **EXHIBIT D** of this RFP.

- 5.7.8 **Preference of Certified Firms.** When the Prime Contractor meets the business equity goal with majority ESB participation, the Prime Contractor must document that all reasonable and necessary steps have been taken to contract with M/W/DBE firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater.
- 5.7.9 **Workforce Equity Program.** Under its contract with Prosper Portland, the successful Proposer will be required to comply with Prosper Portland’s Workforce Equity Training & Hiring Program; see **EXHIBIT E** of this RFP.

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

- If applicable, [apply](#)¹ to become a Certified Firm.
 - Initiate and sponsor one-on-one meetings and project orientation sessions with potential Certified Firms to review Project specifications and requirements, and discuss guidelines for successful prime contractor/subcontractor partnerships.
 - Attend an Oregon Association of Minority Entrepreneurs (“OAME”) A&E / Contractors meeting and visit [OAME’s website](#)².
 - Attend the National Association of Minority Contractors-Oregon (NAMC-Oregon) monthly membership meeting to announce potential sub-contracting opportunities. ([www.namc-oregon.org](#)³)
 - Schedule a meeting with Prosper Portland’s Compliance Coordinator. Contact Kelly Hartle for information. See face page of this RFP for contact information.
- 5.8 **Cost Proposal.** Complete and return the “Cost Proposal” form (**EXHIBIT B**). The Pre-Construction Phase portion will be considered for evaluation of Proposer’s Response. (The Construction portion is for Prosper Portland budget purposes only at this time.)
- 5.9 **Additional Required Submittal** (required, but not scored). In addition to any other forms and materials required above, also complete and attach the following:
- Proposer Certification (**EXHIBIT C**)
- 5.10 **General Proposal Preparation and Submission Instructions.** To facilitate evaluation of proposals, Proposers are asked to comply with the following requirements:
- 5.10.1 **Proposal Preparation Instructions**
- All submittal requirements listed in Sections 5.1 through 5.10 are required and all forms must be completed.
 - Organize your proposal in the order of the major section headings above.
 - Include a reference to the Solicitation Number (RFP #19-05) and the name of the prime firm submitting the proposal on every page of your proposal.
 - Number all pages (other than the cover, cover letter, and attached forms).

¹ <http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>

² <http://www.oame.org/>

³ <http://namc-oregon.org/>

- Any oversized drawings or graphics submitted should be reduced to an 8.5” x 11” or 11” x 17” format and included in all proposal copies
- For the electronic copy, submit one continuous PDF file. Do not submit separate files.

5.10.2 Form of Proposal

- Proposals must be typewritten on 8.5” x 11” white paper in no less than 11-point typeface; 11” x 17” is acceptable for graphic material.
- Proposals must be printed on paper containing 100% post-consumer waste recycled paper content.
- Proposals should NOT be submitted using materials which cannot be easily recycled (e.g. plastic covers, bindings, etc.).
- ORAL, EMAIL, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.
- Prosper Portland has not specified a page limit for proposals; however, we expect to receive proposals that are thorough but also directly responsive to information requested above.

5.10.3 Copies. Submit the following documents to the Solicitation Coordinator listed in Section 1.1 of this RFP:

- One (1) unbound original proposal containing pages with original signature(s) where required, and all attachments; the original copy should be marked “ORIGINAL” on its cover.
- One (1) electronic copy on USB thumb drive in either Adobe PDF or MS Word format

5.10.4 Packaging and Labeling Instructions

- Proposals must be submitted in a sealed package or envelope.
- To ensure proper identification and handling, the proposal package and pricing information must be **clearly marked** with the following:
 - RFP Solicitation Number
 - Proposer’s name and address
 - Date and time proposals are due
 - Name and address of Prosper Portland’s Solicitation Coordinator for this RFP
- Prosper Portland will not be liable for any lost, late, or improperly marked proposals.

6.0 EVALUATION PROCESS

This section describes the process that will be used to evaluate responsive proposals and select the apparent successful Proposer. Prosper Portland may reject any proposal not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate

the Proposer's responsibility under ORS 279C.375(3)(b), and may reject for good cause all proposals after finding that doing so is in the public interest.

6.1 **Step One, Determination of Proposal Responsiveness.** Prosper Portland will review all proposals deemed timely received to determine the responsive proposals. The "responsive proposals" are those proposals that substantially comply with all prescribed submittal procedures contained in this RFP and applicable law.

6.2 **Step Two, Evaluation of Written Proposals.** Prosper Portland will convene an evaluation committee (the "Committee") to evaluate all the proposals deemed responsive in Step One. The Committee will include staff of Prosper Portland and potentially one or more external reviewers. Evaluators will score the following areas of Proposers' proposals:

- General Construction Background Experience and Qualifications (including key project personnel) (20%)
- Prime Contractor and Subcontractor Project Experience and References (20%)
- Project Schedule (15%)
- Project Approach (20%)
- Business Equity (15%)
- Cost Proposal for pre-construction (10%)

Evaluators may also use any relevant information that is subsequently requested or discovered.

6.3 **Step Three, Determination of Finalist Proposers.** The Committee's scoring of the proposals will be added together to produce a preliminary proposal ranking. Prosper Portland will then identify a natural break in the scoring to determine the Finalist Proposers.

6.4 **Step Four, Finalist Interviews (Optional).** At Prosper Portland's sole option, interviews with the Finalist Proposers may be part of the evaluation process of this RFP. Prosper Portland expects that such interviews will be conducted in-person at Prosper Portland offices. If requested, attendance at such an interview is mandatory. If interviews are conducted, Prosper Portland reserves the right to re-score the Finalist Proposers' initial proposal scores.

6.5 **Step Five, Best and Final Offers (Optional).** Whether or not interviews are conducted (Step Four), at its sole option, Prosper Portland may enter into discussions with the Finalist Proposers and request revised proposals (the "best and final offers") pursuant to ORS 279C.410(4). All such discussions and requests for best and final offers will be done fairly and for the sake of clarification to ensure full understanding and responsiveness to the RFP. If Prosper Portland solicits best and final offers, it will do so in the following manner:

6.5.1 Prosper Portland will initiate oral and/or written discussions with the Finalist Proposers regarding one or more sections of their proposals. Prosper Portland may conduct these discussions for the following purposes of: (a) identifying perceived weaknesses in a Finalist Proposer's initial proposal; (b) requiring additional information in one or more sections of a Finalist Proposer's proposal; (c) requiring additional information on allocation of risk and other key project success factors from a Finalist Proposer's proposals and/or, (d) otherwise allowing the Finalist Proposers to develop and submit their best and final offers.

- 6.5.2 Prosper Portland may conduct discussions with the highest-ranked Finalist Proposer necessary to fulfill the purposes described in this section, but need not conduct the same amount of discussion with each subsequent Finalist Proposer.
 - 6.5.3 Per ORS 279C.410 (4), Prosper Portland will not disclose information contained in the proposals to competing proposers (e.g., written proposals and pricing will not be shared).
 - 6.5.4 Prosper Portland will establish a common date and time when the best and final offers are due at Prosper Portland. Revised best and final offers shall only be submitted once; however, Prosper Portland may make a written determination that it is in the public's interest to conduct additional discussions and require the submission of revised best and final offers. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award.
 - 6.5.5 If best and final offers are requested and a Finalist Proposer does not submit a revised proposal, the original proposal will be considered the best and final offer.
- 6.6 **Step Six, Contractor Selection.** Prosper Portland will announce its decision to award the Contract to the highest-ranked responsive and responsible proposer after completing the steps above.

[End]