



PROSPER
PORTLAND

Building an Equitable Economy

REQUEST FOR PROPOSALS #19-05
DEMOLITION DESIGN TEAM FOR THE ABATEMENT AND
DEMOLITION OF THE UNITED STATES POSTAL SERVICE
PROCESSING AND DISTRIBUTION CENTER FACILITIES

715 NW HOYT STREET, PORTLAND, OREGON 97208

Proposals Due: January 13, 2020

by 2:00 PM (Pacific)

A mandatory pre-proposal meeting and job site tour for this RFP will be held on **Wednesday, December 11, 2019 at 2:00 p.m.** at the project site located at 715 NW Hoyt Street, Portland, Oregon 97208 (see also Section 6.3 of this RFP)

Direct all questions and submit one (1) original, seven (7) color photocopies, and one (1) electronic proposal (on USB flash drive) to Prosper Portland's SOLE POINT OF CONTACT for this RFP:

Dan Spero, Business Operations Manager
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-3291 (direct)

SperoD@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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LIST OF EXHIBITS and ATTACHMENTS

Exhibit A	Proposer Certification
Exhibit B	Business Equity Program Specifications
Attachment 1	Site Aerial
Attachment 2	ALTA/NSPS Land Title and Location Survey – United States Post Office, Portland Development Commission, prepared by KPFF and dated June 10, 2016
Attachment 3	Pre-Demolition Hazardous Building Materials Survey Report – USPS Processing & Distribution Facility, 715 NW Hoyt Street, Portland, OR 97208, prepared by PBS and dated July 2018
Attachment 4	Master Remedial Action Work Plan, United States Processing & Distribution Center, prepared by Stantec and dated May 4, 2016
Attachment 5	Contaminated Media Management Plan: USPS Portland P&DC Property, 715 NW Hoyt Street, Portland, Oregon, prepared by Exponent and dated April 27, 2011

(All attachments and Exhibit B can be downloaded from the project website at www.prosperportland.us/bids)

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **Demolition Design Team for the Abatement and Demolition of United States Postal Service Processing and Distribution Center Facilities at 715 NW Hoyt Street, Portland, Oregon**

Solicitation Number: **RFP #19-05**

Solicitation Coordinator: **Dan Spero, Business Operations Manager**

Contact Information: **(503) 823-3291 (direct)**
SperoD@ProsperPortland.us (email)

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

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), Prosper Portland (“Prosper Portland” or “we”), the assumed business name of the Portland Development Commission, the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) to provide civil and structural engineering services as Engineer of Record, but also, as appropriate, mechanical, electrical, and environmental engineering services for the abatement and demolition of the United States Postal Service (“USPS”) Processing and Distribution Center (“P&DC”) located at 715 NW Hoyt Street, Portland, Oregon 97208 (collectively, the “Project”).

Proposers should note that this RFP follows the Qualification-Based Selection procedures consistent with Oregon Revised Statutes Chapter 279C.110. This RFP differs from a standard RFP in that pricing information will not be requested until after the apparent successful Proposer has been identified. See Section 6.20 of this RFP for information on the request for and negotiation of contract pricing.

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	December 3, 2019
Mandatory Pre-Proposal Meeting	December 11, 2019 at 2:00 PM
Deadline for Questions and Requests for Changes*	December 17, 2019
PROPOSAL DUE DATE AND TIME (no later than)	MONDAY, JANUARY 13, 2020 by 2:00 PM (Pacific Time)
Finalist Interviews (<i>optional, tentative</i>)	Week of January 27, 2020
Notice of Intent to Award, Issued (<i>tentative</i>)	February 10, 2020
Contract Effective Date (<i>anticipated</i>)	March 2, 2020

* 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 development agency for 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

2.2.1 Description of the Site. The USPS site is located at 715 NW Hoyt Street, Portland, Oregon 97208 (“Property”) in Portland’s Pearl District and the River District Urban Renewal Area. An aerial map of the site can be found in **Attachment 1** and an ALTA/NSPS Land Title and Location Survey of the Site can be found in **Attachment 2**. It is a 13.33-acre property generally bound by NW Hoyt Street to the south, NW 9th 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 in section 2.2.2. The remainder of the Property is paved, with 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.

In a complex transaction, Prosper Portland acquired the Property from the USPS in 2016. A component of that transaction involved the relocation of the USPS processing and distribution functions from the Property to a new facility that was constructed in

Northeast 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 \$60 million invested for infrastructure.

The timely demolition of the all existing structures, except the parking structure, is critical to implementing infrastructure necessary for initial phases of redevelopment of the Property.

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. At the time of writing this RFP, a retail post office is currently operating in approximately 16,000 square feet of the ground floor at the southern end of this building. Prosper Portland is working to design and construct an interim post office (“Interim Post Office”) in the ground floor of the adjacent Parking Structure (see (c) below). When construction of the Interim Post Office is complete, the USPS will relocate operations from the current post office in the P&DC into the Interim Post Office so that abatement and demolition work of the P&DC can begin.

It is intended that the selected respondent pursuant to this RFP will prepare a demolition plan for the demolition of this structure.

- b) 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.

At the time of writing this RFP, Prosper Portland has begun discussions with PGE regarding the abatement and demolition of the ETB, and it is assumed that the abatement and demolition of this facility is included in the scope of this RFP.

- c) 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. As discussed in (a) above, it is intended that the Interim Post Office be

constructed in the ground floor at the east end of the Parking Structure. The third floor of the Parking Structure is connected to the P&DC by a pedestrian skybridge.

It is intended that the removal of this skybridge be included in the scope of work for the construction of the Interim Post Office.

- d) 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. The abatement and demolition of this facility is the subject of a separate solicitation by Prosper Portland, and the timing of such work is currently undecided.

- 2.2.3 **Utilities.** The Property is currently served by a network of existing storm drain, sanitary sewer and water infrastructure, some of which is private and some is public, either in existing rights-of-way or public easements. [See **Attachment 2** – ALTA/NSPS Land Title and Location Survey]. As part of the construction of the Interim Post Office in the Parking Structure, Prosper Portland anticipates that new utilities will be installed to serve that facility.

As part of the work performed under the contract awarded from this RFP, the selected proposer will prepare an interim site utility plan, which will specify the removal of certain utilities and the removal, abandonment, and/or reconfiguration of others.

- 2.2.4 **Access.** There is short-term public parking located on the south side of the Property for customers of the existing retail post office and the Interim Post Office. Access to and from this parking is from NW Hoyt Street. USPS employee parking, customers of the public parking structure and lot, and truck loading are accessed mid-block on NW 9th Avenue at the NW Johnson Street right-of-way.

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

- 2.2.6 **Hazardous Building Materials.** The presence of hazardous building materials in the P&DC and ETB will require abatement in accordance with all applicable laws and regulations. Prosper Portland has commissioned the following hazardous materials reports:

- “Pre-Demolition Hazardous Building Materials Survey Report – USPS Processing & Distribution Facility, 715 NW Hoyt Street, Portland, OR 97208,” prepared by PBS and dated July 2018. (**Attachment 3**)
- “Master Remedial Action Work Plan, United States Processing & Distribution Center,” prepared by Stantec and dated May 4, 2016. (**Attachment 4**)
- “Contaminated Media Management Plan: USPS Portland P&DC Property, 715 NW Hoyt Street, Portland, Oregon”, prepared by Exponent and dated April 27, 2011. (**Attachment 5**)

The proposer selected from this RFP is expected to ensure that (i) the demolition plans and specifications, and (ii) the Interim Site Utility Plan, do not conflict with the recommendations set forth in the above reports.

- 2.2.7 **Ongoing Operations.** Once construction of the Interim Post Office in the Parking Structure is complete, the existing retail post office in the P&DC will close. Operation of the Interim Post Office will continue throughout the Project. Such operations will include normal customer delivery and drop-off of mail, as well as bulk delivery and collection by USPS trucks. Prosper Portland and the USPS expect that the abatement and demolition activities and the implementation of the Interim Site Utility Plan will be conducted in a manner that ensures the safety of everyone, including USPS employees and customers, the public, and all workers, and that all such work shall comply with noise, vibration, and dust/debris control standards to ensure continued operation of the Interim Post Office.

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 and by USPS employees for daily parking throughout the Project. The parking facilities will be open to the public on a 24/7/365 basis. Prosper Portland expects that the selected Proposer will take these ongoing parking operations into account during the design process.

- 2.2.8 **Additional Considerations.** As discussed above in Section 2.2.2(d), the VMF, located at the northern edge of the Property, will be demolished under a separate agreement. Associated with the demolition will be the removal of one (1) underground storage tank (“UST”) and the remediation of impacted soils around the UST. Finally, there will be additional impacted soils remediation activities in the northwest corner of the Property. While the timing of these additional activities is currently undecided, it is intended that the selected Proposer will prepare a loading, access, and circulation plan for the entire site, taking into account Ongoing Operations, the existing access needs discussed above in Section 2.2.7, the site utility modification access needs, and the additional abatement and demolition access needs.

- 2.2.9 **Other Solicitations.** This RFP is one of several solicitations being issued by Prosper Portland to prepare the site for redevelopment. Related to this RFP is the issuance of an RFP for a Construction Manager/General Contractor to execute the abatement and demolition of the P&DC and the ETB, and to remediate contaminated soils related to the ETB (the “P&DC CM/GC RFP”). Prosper Portland anticipates the P&DC CM/GC RFP will be issued in early January 2020.

Prosper Portland is currently, at the time of writing this RFP, in the process of retaining an engineering firm to prepare demolition plans for the demolition of the VMF. A separate RFP will be issued for a Construction Manager/General Contractor to execute the abatement and demolition of the VMF, and to remediate contaminated soils related to the VMF and also in the northwest corner of the site (the “VMF CM/GC RFP”). Prosper Portland anticipates the VMF CM/GC RFP will be issued around end-of-2019.

Finally, Prosper Portland will be contracting with a separate owner’s representative to oversee the work (the “Owner’s Representative”). At the time of writing this document, the process for securing these services is still to be determined.

3.0 STATEMENT OF WORK

This section describes, at a minimum, Prosper Portland’s expectations of the successful Proposer (the “Consultant”) under the contract awarded from this RFP (the “Contract”).

3.1 STATEMENT OF WORK

The Work will consist of two (2) phases, each of which will contain specific tasks and deliverables, as follows:

3.1.1 Phase One: Pre-Demolition Services

- a) Attend bi-weekly (every second week) meetings with Prosper Portland staff, and participate as a collaborative team member with the Owner’s Representative, representatives from the USPS (as necessary due to the ongoing operations of the Interim Post Office), the CM/GC, and others as necessary (“Project Team”).
- b) Work with Project Team to develop a demolition staging and access/circulation plan that takes in account the work, the Ongoing Operations, and the dense urban environment that the Property is located in.
- c) Prepare 50% and 100% Demolition drawings and CSI technical specifications, including site erosion control plans, for the P&DC based on input from the Project Team and any necessary permit requirements. A component of the 50% and 100% Demolition plans and specifications will specifically address safety issues as they relate to work being conducted on an operating site.
- d) Prepare 50% and 100% Demolition drawings and specifications, including site erosion control plans, for the ETB based on input from the Project Team, PGE (owner of the electrical equipment in the ETB), and any necessary permit requirements.
- e) Prepare an Interim Site Utility Plan, which will consider the anticipated phasing of redevelopment of the Property.
- f) Submit plans to City of Portland Bureau of Development Services (“BDS”) and other agencies as necessary for permitting and approvals. Coordinate with and respond to each agency’s questions and comments on the plans to ensure timely receipt of all necessary permits and approvals for the work.

3.1.2 Phase 2: Construction Administration

- a) Conduct site visits as necessary during the abatement and demolition of the facilities and the implementation of the Interim Site Utility Plan.
- b) Conduct one (1) site visit during and one (1) site visit after the installation of erosion control measures to ensure compliance with the approved plans.
- c) Attend and participate in all Owner-Architect-Contractor (“OAC”) meetings.
- d) Be available to promptly address any requests for information (“RFIs”), supplemental instructions (“SIs”), or change order requests (“COs”) and advise Owner on the effective resolution of same.

- e) Provide written reports to Prosper Portland’s Owner’s Representative after each site visit.
- f) Assist Owner’s Representative during substantial completion, punch-list, and final walk-through phases of the work.

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.

3.2 PERFORMANCE SCHEDULE

Work is expected to be performed and deliverables provided to Prosper Portland in accordance with the following schedule. For the purposes of this RFP, all dates are tentative and subject to further revision, unless stated otherwise.

Tasks, Activities and Deliverables	Estimate Performance Period / Deliverable Due Date
Anticipated Contract Effective Date	See Section 1.3 of this RFP
Completion of plans, all permits for work secured	December 2020 / January 2021
Completion of demolition, all permits closed	June 2022
Anticipated Contract Expiration Date	On or around September 2022

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

To be responsive to this RFP, submit all materials requested in this section. 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
- A list of any subcontractors or subconsultants that will be working on the project, including a brief description of their role
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP

4.2 QUALIFICATIONS AND EXPERIENCE OF YOUR PROJECT TEAM

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

- Number of years your firm has been in business, general scope of services provided, current principal area(s) of expertise, and current number of employees

- Your firm's/team's experience in designing the demolition process of large-scale structures in dense urban environments. Include a discussion of:
 - Any hazardous abatement work that had to be completed in such projects;
 - How your firm/team worked with a hazardous materials specialist to ensure the work was completed in a safe manner (if applicable); and,
 - Life safety best practices that were developed to ensure no loss of life or limb resulted from the work being completed according to plans developed by your team.
- An organization chart of the proposed project team (including any subcontractors or subconsultants, if applicable)
- Your firm's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
- A list of similar services your firm has provided other public agencies
- Any other information that you believe makes the work your firm proposes to perform superior to that of other firms or information about your specialty or skill to perform a requested task

4.3 PREVIOUS RELATED PROJECTS AND PROJECT REFERENCES

- **Previous Related Projects.** Provide a list of **no more than five (5)** past projects similar to the work described in this RFP. For each project, provide the following:
 - A short summary of the project, highlighting scope and other similarities
 - Key personnel involved and their responsibilities
 - Work products generated
 - Approximate delivery timeline

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

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

4.4 QUALIFICATIONS AND EXPERIENCE OF THE KEY PERSONNEL

Provide the following information on the personnel proposed to work on the Project:

- A short but complete profile of each key individual proposed to perform specified tasks under the Contract (the "Key Personnel"), including their work history, education, key project experience, and pertinent professional qualifications and certifications (Limit: one page per person)
- A description of your Project Manager's experience with similar projects

Key Personnel are expected to be 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.

4.5 BUSINESS EQUITY

Prosper Portland is committed to increasing contracting and subcontracting opportunities for business certified by the State of Oregon’s Certification Office of Business Inclusion and Diversity (“COBID”) as a minority-owned (“MBE”), women-owned (“WBE”), disadvantaged (“DBE”), and/or emerging small business (“ESB”) (collectively, “Certified Firms”). Therefore, Prosper Portland has established an aspirational goal of twenty percent (20%) of the all dollars paid under the contract awarded from this RFP being earned by Certified Firms.

As part of your response to this RFP, please address the following:

- **Certification Status.** Is your firm currently a Certified Firm or has your firm recently applied for certification with COBID? If so, provide a copy of the COBID’s approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.
- **Past Experience.** Have you subcontracted or partnered with Certified Firms on any project within the last thirty-six (36) months? If so, indicate the project(s), name and role the Certified Firm(s), and utilization (as a percentage of the total contract amount).
- **Subcontracting Plan.** Please list all scopes of work you intend to subcontract, whether or not you propose to subcontract with Certified Firms. For each subcontracted scope of work, please include the following:
 - Scope of work to be subcontracted
 - Name of the subconsultant identified for that scope of work
 - Approximate dollar amount of each subcontract
 - Certified status of each subcontractor as an MBE, WBE, DBE, ESB, or n/a (not applicable)
- **Preference of Certified Firms.** If the Proposer meets the business equity goal of 20% with majority of ESB participation, the Proposer must document that all reasonable steps taken to contract with MBE, DBE, and WBE firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater.
- **Innovation.** Describe any innovative or successful measures your firm has undertaken to work with or attempt to work with Certified Firms on previous projects.

Prosper Portland encourages you to do one or more of the following to find Certified Firms for your projects (including this Project):

- Find Certified Firms at <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>
- Contact any of the following technical assistance providers:

Technical Assistance Provider	Phone Number	Email Address
National Association of Minority	(503) 288-1393	eddie@namc-oregon.org

Technical Assistance Provider	Phone Number	Email Address
Contractors of Oregon (“NAMC”)		
Professional Business Development Group (“PBDG”)	(503) 936-6898	irene.pbdg@gmail.com
Latino Built	(503) 969-7542	info@latinobuilt.org

- Contact Prosper Portland’s Construction Compliance Coordinator, Wendy Wilcox, at (503) 823-3236 (direct) or WilcoxW@ProsperPortland.us (email)

4.6 PROJECT APPROACH AND METHODS

Provide a clear and concise description of the approach and methods your firm proposes to complete all requirements listed Section 3.1 of this RFP. For all phases of work, include the following:

- Proposed tasks and activities
- Approach and methods that will be used to accomplish those tasks and activities
- Specific personnel assigned to perform the tasks and activities (including the personnel of subcontractors or subconsultants, if applicable)
- Time frame estimated to complete each task
- Description of the proposed Work Product(s) that will result from each task or activity
- Additionally, list any additional Prosper Portland resources (staff time, materials, network access, etc.) that are necessary to complete any aspect of the project

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

4.7 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
➤ Qualifications and Experience of Your Project Team	20 Points
➤ Previous Related Projects and Project References	20 Points
➤ Qualifications and Experience of the Key Personnel	20 Points
➤ Business Equity	20 Points
➤ Project Approach and Methods	20 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 “Consultant”) will be invited to enter into a Personal Services Contract with Prosper Portland (the “Contract”). The Contract will become effective upon execution by both parties; commencement of work will be ordered upon Prosper Portland’s issuance of a Notice to Proceed to the Consultant.

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 request changes to any contract term or condition must include their requested changes in their proposal. Prosper Portland is under no obligation to accept any such proposed changes. Requested changes submitted after the deadline to do so (see Section 1.3 above) will not be considered.* Prosper Portland further reserves the right to modify any Contract term or condition prior to execution of the Contract.

5.3 COMPENSATION AND PAYMENT

The maximum compensation, method of payment (e.g., fixed price, time and materials, etc.), and billing and payment requirements will be the subject of negotiations between the Consultant and Prosper Portland once the selection process is complete.

5.4 CONTRACT TERM

The initial term of the Contract will be for a period of twelve (12) months which may be extended upon the mutual written agreement between the parties to the Contract.

5.5 CONTRACT COMPLIANCE

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

- 5.5.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 5.5.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.5.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer with the City of Portland.
- 5.5.4 **Business Equity Program.** See Section 5.6 below.
- 5.5.5 **Insurance Requirement.** See Section 5.7 below.

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

5.6 BUSINESS EQUITY PROGRAM

Through both phases of work identified in Section 3.0 above, Consultant shall comply with the “Business Equity Program Specifications” attached as EXHIBIT B of this RFP.

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

5.7 INSURANCE REQUIREMENTS

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

- 5.7.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 5.7.2 **General Liability** (GL) insurance on an occurrence basis with a combined single limit of not less than **\$2,000,000** each occurrence, **\$3,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: **"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 Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 5.7.4 **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000** against arising from the Contractor's professionally negligent acts, malpractice, errors, or omissions related to the Contract.
- 5.7.5 **Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Contractor shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty-four (24) months following Contractor's completion and Prosper Portland's acceptance of the Work required under the Contract.
- 5.7.6 **Insurance Certificates.** Prior to execution of the Contract, Consultant must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it.

6.0 CONDITIONS OF THIS RFP

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

- 6.1 **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** proposal
- **Seven (7) color photocopies** of the same pages
- **One (1) electronic copy** on a USB flash drive or CD-ROM in either Adobe Acrobat or MS Word

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

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

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

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

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

6.2.4 **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.** A mandatory pre-proposal meeting for this RFP will be held on **Wednesday, December 11, 2019 at 2:00 p.m. (Pacific)** at the exterior entrance to the post office, located at 715 NW Hoyt Street, Portland, OR 97208. This RFP, the project and Prosper Portland's procurement and contract process will be explained at the meeting. Attendees will

also be given the opportunity to ask questions of Prosper Portland’s program staff to help clarify Prosper Portland’s expectations of the project. Verbal comments or responses given by Prosper Portland staff are not binding and will not serve to modify any portion of this RFP unless later confirmed in a written addendum to this RFP. Prosper Portland may request that particularly detailed or technical questions, or those that require additional research, be submitted in writing (see Section 6.4 below). Proposers are encouraged to bring a copy of this RFP to the pre-proposal meeting as copies will not be provided. Proposers are responsible for all costs associated with attendance at this meeting.

6.4 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 must be sent by email 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 evaluators. Using the Evaluation Criteria listed in Section 5 of this RFP, evaluators will use their independent judgment to score each Proposer’s written response factoring 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).** 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 required.
- 6.15 **Best and Final Offers (Optional).** Prosper Portland may choose to initiate discussions with one or more of the Finalist Proposer(s) and request revised proposals (the “best and final offers”). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements of this Project. 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 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 discussions 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 Price Proposal; Serial Negotiations

6.20.1 **Request for Contract Pricing.** After Prosper Portland has issued its Notice of Intent to Award and resolved all protests, Prosper Portland will request a cost proposal from the apparent successful Proposer to complete the Work. The cost proposal must include, among other things, the proposed maximum compensation, method of payment (e.g., fixed price, time and materials, or some combination thereof), a cost breakdown of each task with anticipated labor hours and billing rates used to calculate the Contract price, proposed billing increment (for time and materials contracts – e.g., tenth-of-an hour, quarter-hour, etc.), anticipated reimbursable expenses (for travel or otherwise), and all other costs or considerations that will affect the Contract price.

6.20.2 **Travel Expenses.** If out-of-town travel to and from Portland, Oregon will be required to complete services under the Contract, a summary of such travel must be proposed. This summary must include: (1) destination(s); (2) name(s) and/or title(s) of Key Personnel traveling; (3) travel days, plus days onsite; (4) method of local travel; and, (5) total estimated travel cost.

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

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles
- Meals and incidental expenses must be calculated using the current U.S. General Services Administration (“GSA”) per diem rate for Portland, Oregon with the first and last day of travel prorated accordingly
- Automobile travel using Key Personnel’s privately-owned vehicles (“POV”) to and from an airport will be reimbursed at the current GSA rate for POVs and the lesser of: (1) the distance from the Key Personnel’s residence to the airport or (2) the distance from the Key Personnel’s place of business to the airport; local ground travel using Key Personnel(s)’ POV will be reimbursed at the same rate
- Travel costs will be reimbursed at direct cost (i.e. without mark-up)

6.20.3 **Negotiations of Contract Pricing.** After reviewing the apparent successful Proposer’s price proposal, Prosper Portland will determine the reasonableness of the proposed Contract pricing. Prosper Portland may then negotiate the Contract pricing based on Prosper Portland’s project budget or after taking into consideration

historical costs for similar services, independent judgment, or available market data. If Prosper Portland and the apparent successful proposer are not able to agree on a reasonable cost of the work (in Prosper Portland's sole determination), Prosper Portland reserves the right to request the apparent successful Proposer make their best and final offer for the Work. If that apparent successful Proposer's revised offer is not acceptable, Prosper Portland may rescind its Notice of Intent to Award the contract to that apparent successful proposer, issue a revised Notice of Intent to Award the contract and begin steps through 6.20.1 above. This process may continue until an agreement is reached and the Contract is executed or Prosper Portland cancels this RFP.

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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 19-05, USPS Facilities Demolition Design

- 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 5.5 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 they are an authorized representative of the Proposer; have read, understand and agree 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: _____