



PROSPER
PORTLAND

Building an Equitable Economy

REQUEST FOR PROPOSALS #19-53

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR
SERVICES FOR THE ABATEMENT AND DEMOLITION OF
CERTAIN UNITED STATES POSTAL SERVICE FACILITIES
AND THE REMEDIATION OF CONTAMINATED SOIL**

715 NW HOYT STREET, PORTLAND OR 97208

Proposals Due: Thursday, March 5, 2020 by 2:00 PM (Pacific)

A mandatory pre-proposal meeting and job site tour for this RFP will be held on
February 18, 2020 at 3:00 PM (Pacific) at the project site.

Refer to Section 1.9 of the RFP for details.

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

Nick Ioanna, CPPB | Procurement Services Coordinator
Prosper Portland | 222 NW Fifth Avenue, Portland, Oregon 97209
(503) 823.5118 (direct) | ioannaN@ProsperPortland.us (email) | <http://www.prosperportland.us/>

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

RFP TABLE OF CONTENTS

SECTION	PAGE NO.
1.0 Request for Proposals Summary and Schedule	3
2.0 Project Background	4
3.0 The Work & Project Phases	9
4.0 Instructions to Proposers	11
5.0 Proposal Submittal Criteria	15
6.0 Evaluation Process	21

LIST OF EXHIBITS

EXHIBIT A	Prime Contractor Experience
EXHIBIT B	Pre-Demolition Cost Proposal
EXHIBIT C	Scope of Pre-Demolition Services
EXHIBIT D	Proposer Certification Form
EXHIBIT E	Business Equity Program Specifications
EXHIBIT F	Workforce Equity Training & Hiring Program Specifications
EXHIBIT G	General Conditions
EXHIBIT H	Performance and Payment Bonds
EXHIBIT I	Supplemental General Conditions for Construction Contracts

LIST OF ATTACHMENTS (Available at: http://vmw.pdc.us/login/download_nologin.asp?i=1255)

ATTACHMENT 1	Aerial Map of Site
ATTACHMENT 2	“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	“Final Contaminated Media Management Plan, USPS Portland P&DC, 715 Northwest Hoyt Street, Portland, Oregon 97208”, prepared by Exponent and dated April 27, 2011

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 for the Abatement and Demolition of the United States Postal Service Facilities and the Remediation of Contaminated Soil

Solicitation Number: RFP #19-53

Solicitation Coordinator: Nick Ioanna, CPPB | Procurement Services Coordinator

Contact Information: IoannaN@ProsperPortland.us (email)
(503) 823-5118 (direct)

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

- 1.2 **Executive Summary.** Through this Request for Proposals (“RFP”), **PROSPER PORTLAND**, the assumed business name of the Portland Development Commission, the redevelopment and urban renewal agency of the City of Portland, Oregon (“we”) requests proposals from qualified and experienced construction general contractors to provide construction management and general contracting services for (i) the abatement of existing hazardous building materials and the demolition of the United States Postal Service (“USPS”) Processing and Distribution Center (“P&DC”) and the electrical transformer building (“ETB”), (ii) the implementation of an interim site utility plan (“Interim Site Utility Plan”), and (iii) the remediation by removal of contaminated soil on the site (collectively, “Project”) to prepare the site for redevelopment.

One CM/GC proposal is requested, inclusive of pre-demolition and abatement and demolition 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	February 6, 2020
Mandatory Pre-Proposal Meeting and Site Tour	February 18, 2020 at 3:00 PM
Deadline for Questions and Requests for Changes	February 24, 2020 by 4:00 PM
Proposal Due Date and Time (no later than)	Thursday, March 5, 2020 by 2:00 PM (Pacific Time)
Finalist Interviews (optional)	Week of March 16, 2020
Notice of Intent to Award, Issued (tentative)	March 20, 2020
Pre-Demolition Services Contract Executed (tentative)	March 31, 2020
Notice to Proceed / Pre-Demolition (tentative)	April 03, 2020

- 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 #7345. From this RFP, Prosper Portland intends to evaluate best value proposals and to enter into in a Personal Services Contract for pre-demolition services and later a Guaranteed Maximum Price (“GMP”) contract for abatement and demolition 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.
- Prosper Portland has no preference on how proposers should structure their team; i.e., whether proposals should be submitted by demolition contractors to serve the role as CM/GC or general contractors who will subcontract for demolition and abatement services. The goal of this RFP is to identify the proposal team that will deliver the best value to Prosper Portland and best accomplish the goals of the project.
- 1.7 **Prevailing Wages.** Pursuant to Prosper Portland's policy on *Construction Wages*, this Project is a public work as defined by ORS 279C.800(5) and Contractor and all subcontractors are subject to, as applicable, the Oregon Bureau of Labor and Industry (BOLI) prevailing wage rate provisions in ORS 279C.800 through 279C.870 or federal Davis-Bacon Act. The dates for specific wages rates to prepare the GMP will be determined during the pre-demolition phase.
- 1.8 **Sole Point of Contact.** The sole point of contact (or “Solicitation Coordinator”) for this RFP is **Dan Spero, Business Operations Manager**. See Section 1.1 above for the Solicitation Coordinator’s contact information. 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.
- 1.9 **Pre-Proposal Meeting, Job Site Tours.**
- 1.9.1 **Mandatory Pre-Proposal Meeting and Job Site Tour.** A pre-proposal meeting for this RFP will be held on the day and time listed in Section 1.3 of this RFP. Attendees should gather in the lobby of the retail facility at the USPS site located at 715 NW Hoyt Street, Portland, OR 97208. 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. A Job Site Tour will follow the Pre-Proposal Meeting. This will be the only opportunity for proposers to tour the Project site.
- 1.9.2 **Health and Safety.** Attendees wishing to participate in the site-tour must abide with following health and safety requirements:
- This is an industrial work environment.
 - No open-toe shoes; no heels over 1.25 inches; no athletic mesh or cloth shoes.
 - All shoes must be leather or leather-type shoe with closed heel and toes.
 - No exceptions due to safety reasons.

- 1.9.3 **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.

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 USPS site is located at 715 NW Hoyt Street, Portland, OR 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**. 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, 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 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 \$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 issuing 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.

There is a network of existing distribution tunnels underneath the P&DC that were used to distribute mail to various parts of the building. Plans to the tunnels will be provided to the contractor selected from this RFP. The tunnels are accessed from the ground floor of the P&DC. It is anticipated that demolition will include the removal of the concrete tunnel floor and walls and filling the void with clean fill up to grade. Additional scope related to the tunnels will be determined during the pre-demolition stage.

The abatement and demolition of this structure is included in the scope of this RFP.

- 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.

The full scope of the abatement and demolition of this structure will be determined during the pre-demolition services phase of the project.

- 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. *Prosper Portland intends that the removal of this skybridge will 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 issued by Prosper Portland.*

- 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 facilities and some is public, either in existing rights-of-way or public easements. 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.

The proposer selected from this RFP will work with the Project Team (as defined in Section 3.1 below) and Prosper Portland during the Pre-Demolition Phase of the project in the preparation of an interim site utility plan, which will specify the removal of certain infrastructure and the removal / abandonment/ reconfiguration of others, and, if the parties reach agreement on a GMP, to implement the interim site utility plan.

- 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. 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.** Hazardous building materials are in the P&DC and will require abatement in accordance with all applicable laws and policies. 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 2**)

In addition, at the time of writing this document, Prosper Portland has contracted with an environmental consultant to compile a forthcoming work plan and specifications detailing the methodology for how the hazardous building material abatement activities will be conducted.

The selected CM/GC is expected to utilize a DEQ-certified abatement specialist to remove the hazardous building materials, including, but not limited to, asbestos-containing materials and lead-based paint. In addition, as part of the subsequent demolition work, the CM/GC shall coordinate with the abatement specialist to facilitate the removal of any remaining hazardous building materials as they become accessible during the course of the demolition work.

In addition, Prosper Portland has contracted with same environmental consultant, PBS, who will develop work plans and specifications detailing the scope and methodology for hazardous building materials abatement, including but not limited to waste disposal requirements, health & safety, and required documentation. This document will be available for review on or around February 14, 2020. The consultant will also attend the mandatory pre-bid job walk and will be available to provide information regarding the scope and methodology as requested.

2.2.7 Contaminated Soil; Worker Health & Safety; Surface Capping. Contaminated soil is located on the property and most of the site is currently capped with hardscape features restricting access to the subsurface. If demolition activities expose subsurface soil and/or generate soil waste, any contaminated media will require the appropriate management and the appropriate worker health and safety measures will need to be implemented. Such measures dictate that no soil can be left exposed and will require, at a minimum, temporary capping with demarcation fabric overlain with 4 inches of clean gravel at the conclusion of the work.

In addition, a localized and distinct area of soil contamination requiring remediation by removal is located in the vicinity of the ETB. Prosper Portland has contracted with an environmental consultant (Stantec) to compile a forthcoming work plan and specifications detailing the estimated volume of contaminated soil in the ETB area and methodology for how the contaminated soil remediation activities will be conducted. This document will be available for review on or around April 30, 2020.

Contaminated media management, health and safety protocol, and surface capping requirements are discussed in detail in the following documents:

- “Master Remedial Action Work Plan, United States Processing & Distribution Center”, prepared by Stantec and dated May 4, 2016. **(Attachment 3)**
- “Final Contaminated Media Management Plan, USPS Portland P&DC, 715 Northwest Hoyt Street, Portland, Oregon 97208”, prepared by Exponent and dated April 27, 2011 **(Attachment 4)**.

The selected CM/GC for the Project is expected to utilize a contaminated soil remediation contractor to remove and dispose of impacted soil.

2.2.8 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 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 CM/GC will take care not to impact these ongoing parking operations.

As discussed above in Section 2.2.2(d), the VMF, located at the northern edge of the Property, will be demolished pursuant to a separate RFP solicitation. Associated with that demolition will be the removal of one (1) underground storage tank (“UST”) and the remediation of impacted soils around the UST. In addition, there will be other impacted soil 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 CM/GC will work with the Design Team to prepare and implement a loading, access and circulation plan for the entire site, taking into account these Ongoing Operations, the existing access needs discussed above in Section 2.2.4, and the additional abatement and demolition access needs.

Finally, Prosper Portland is working with the community to explore potential limited interim uses on portions of the Property after the abatement, demolition and utility modification activities have been completed. During the Pre-Demolition Phase, the selected CM/GC is expected to participate in any decision-making process regarding the finished condition of portions of the Property based on anticipated interim uses.

3.0 THE WORK & PROJECT PHASES

3.1 **Scope of Services.** The Work subject to this RFP is generally as follows:

- To collaborate with Prosper Portland (“Owner”), the Owner’s Representative, the Demolition design team – which, at the time of writing this document, will be selected by Prosper Portland pursuant to RFP #19-05, other public entities and others as necessary (collectively, “Project Team”) to:
- Develop demolition plans and specifications and an interim site utility plan and associated specifications,
- Prepare Project budgets and schedules,
- Assist the Demolition design team in its efforts to secure all necessary permits and approvals for the abatement, demolition and utility activities,
- Execute the abatement of hazardous building materials, to demolish the buildings, to implement the interim site utility plan in a safe manner taking into account the Ongoing Operations, and to complete the remediation of contaminated soils around the buildings,

all in accordance with the approved plans, specifications and permits, and within the approved Project budget,

- Close out all necessary permits and approvals,
- Comply with and adhere to all of Prosper Portland's policies and programs regarding Business Equity, and
- Provide all necessary documentation to evidence to successful completion of the Project.

Prosper Portland has issued this RFP with the goal of selecting a CM/GC for pre-demolition services and for the Abatement and Demolition of the P&DC and the ETB, and for the removal or modification of certain existing onsite utilities; however, Prosper Portland reserves the right at its sole discretion to terminate the work of the selected CM/GC at the conclusion of the work in any of such phases of the work for any reason and issue a different RFP for the next phase at Prosper Portland's sole option.

The CM/GC shall provide full abatement and demolition contracting services for the Project in accordance with the requirements of the Contract Documents, except to the extent work is specifically indicated in the Contract Documents to be the responsibility of others. The Work will be conducted in two (2) phases: (a) a Pre-Demolition Phase, and (b) an Abatement and Demolition Phase, each of which are generally outlined below:

3.1.1 Pre-Demolition Services Phase. Prosper Portland is seeking a CM/GC firm to participate as a member of the Project Team to provide pre-demolition 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 Project budget and Project schedule are met.

See **Exhibit C** for a detailed description of the Pre-Demolition Services scope.

Based on the Demolition Plan, Prosper Portland 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 Prosper Portland's budget, or otherwise come to agreement on CM/GC Contract terms, Prosper Portland retains the sole option to cancel this procurement and start a new process for the Abatement and Demolition Phase of the Project using a similar alternative or lump-sum/low-bid process, or to terminate the existing CM/GC Contract and initiate contract negotiations with the next highest ranked Proposer from this RFP.

3.1.2 Abatement and Demolition Phase. The CM/GC will execute the abatement and demolition of the buildings in accordance with the Demolition Plans. In general terms, this will include:

- Abatement of any hazardous building materials,
- Salvage of any materials deemed appropriate for salvage,
- Installation of all required erosion control devices,
- Protection of all existing buildings and facilities onsite,

- Demolition of the P&DC and the ETB,
- Implementation of the Interim Site Utility Plan,
- Removal of contaminated soils in the vicinity of the buildings, and
- Installation of finished condition materials to allow for anticipated interim uses of the Property

The scope of this work will be more fully detailed in the Pre-Demolition Phase. It is currently anticipated that redevelopment of the Property will occur on a phased basis, with certain parcels or areas of the site being redeveloped first and others some years later. Accordingly, the finished condition of certain areas of the site post-demolition may need to be different from others. Prosper Portland expects that the selected CM/GC will advise on the optimal finished condition of the Property, depending on the anticipated redevelopment phasing.

The Work will be set forth in the Contract Documents (“Documents”), which shall include:

- Demolition plans and specifications
- Interim Site Utility Plan and specifications
- General Conditions
- Supplemental General Conditions (potentially)
- 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 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 folder for this RFP can be found at: http://vmw.pdc.us/login/download_nologin.asp?i=1255.

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 G**).
- 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 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.** As noted in Section 1.7 above, this is a Public Works project subject to applicable prevailing wages under Prosper Portland's *Construction Wage Policy*; i.e., Oregon Bureau of Labor and Industry (BOLI) or federal Davis-Bacon Act wages, as applicable. All required initial paperwork must be received by Prosper Portland prior to Notice to Proceed and all required original weekly certified payroll statements shall be submitted by the first of the following week to the attention of the Prosper Portland designated representative. Each worker in each trade or occupation employed in the performance of the contract either by the Contractor, subcontractor, or other to do any part of the work, must be paid not less than the applicable federal or state prevailing rate of wage as included in the contract documents, and the Contractor must assure this requirement is included in all subcontracts. Owner and Contractor shall withhold payment as prescribed by ORS 279C.800 through 279C.870 if certified payroll statements are not filed in the time and manner prescribed under ORS 279C.800 through 279C.870.
- 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 D**).
- 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 **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 submit information or forms that were inadvertently omitted at the time of proposal submission.
- 4.15 **Public Records and Disclosure**
- 4.15.1 There will be no public opening of proposals.
- 4.15.2 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.
- 4.15.3 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."**
- 4.15.4 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.
- 4.15.5 From the time proposals are due 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.
- 4.15.6 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.”
- 4.16 **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.

- 4.17 **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.
- 4.18 **Evaluation Process.** See Section 6.0 of this RFP.
- 4.19 **Notice of Intent to Award.** Following 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.
- 4.20 **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.
- 4.21 **Serial Negotiations.** Once 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.
- 4.22 **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.

- 4.23 **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. Include any sub-contractors that will be necessary to perform all of the tasks in the Pre-Demolition Phase.
- 5.2 **General Construction Background Experience and Qualifications.** Provide a description of your experience in completing the abatement (of hazardous building materials) and demolition of large-scale, multi-story structures (in excess of 100,000 sf in floor area) (all 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.
- 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 PRIOR 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.** Address the following:
- 5.6.1 Outline how you would approach this Project in terms of pre-demolition services pertinent to this Project, as well as means and methods for how the Abatement and Demolition Phase would be completed.
 - 5.6.2 Outline how your team would approach ensuring safety of all workers and users of the site and its facilities.
 - 5.6.3 Outline how your team would minimize impacts to USPS operations and the use of the public parking facilities as outlined in Section 2.2.8 above (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 Oregon's Certification Office for Business Inclusion and Diversity (the "COBID").

PROSPER PORTLAND HAS ESTABLISHED AN ASPIRATIONAL GOAL OF TWENTY PERCENT (20%) OF THE PROJECT'S HARD CONSTRUCTION COSTS TO BE ALLOCATED TO 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 COBID? If so, provide a copy of COBID's approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.
- 5.7.2 **Past Projects.** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past thirty-six (36) 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 thirty-six (36) months, please provide a brief (one (1) page or less) summary of your specific efforts to subcontract or partner with Certified Firm(s) within the past thirty-six (36) months.
- 5.7.3 **Innovative Business Practices.** Describe any innovative or successful practices 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 aspirational goal for this Project.
- 5.7.6 **Self-Performed Work; Subcontracting; Subcontracting to Certified Firms.** By each major work category (CSI Division), estimate the percent of the trade work the Prime Contractor anticipates self-performing and, by major work category (CSI Division), the percentage of

trade work that will be subcontracted (regardless of certification status), identifying work subcontracted to Certified Firms where feasible. Additionally:

- 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's 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 **Preference of Certified Firms.** If 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.

5.7.8 **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 E** of this RFP.

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 F** of this RFP.

5.7.10 **Additional Information.** 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 monthly National Association of Minority Contractors-Oregon (NAMC-Oregon) membership meeting to announce potential sub-contracting opportunities. ([www.namc-oregon.org](#)³)
- Attend the monthly Professional Business Development Group's (PBDG) membership meeting to announce potential subcontracting opportunities and visit their website at [www.pbdgweb.com](#) (email: Info@PBDGweb.com)

¹ <http://www.oregon4biz.com/How-We-Can-Help/COBID/>

² <http://www.oame.org/>

³ <http://namc-oregon.org/>

5.8 **Workforce Agreement.** Prosper Portland is currently negotiating a Community Benefits Agreement as part of the longer-term redevelopment of the USPS site within the larger Broadway Corridor area. These negotiations include a workforce agreement (project labor agreements, community benefits agreements, etc.) for the construction phase of each development project. Workforce agreements seek to establish working conditions and diverse community participation standards, and to provide benefits to historically under-represented communities through the construction of the project. These may include:

- Workforce goals for minorities and women (apprentice and journey level)
- M/W/DBE/ESB (Certified Firm) utilization
- Efforts to employ a diverse workforce
- Recruitment and retention strategies
- Utilization of small businesses
- Outreach, training and mentorship and other assistance
- Compliance with regulations and goals
- Reporting requirements

If applicable, please describe your experience performing on projects which have involved a workforce agreement. Additionally, please include information related to the projects performed, the form of agreement, oversight mechanisms, and key outcomes resulting from the agreement.

5.9 **Cost Proposal.** Complete and return the “Cost Proposal” form (**EXHIBIT B**). The Pre-Demolition Phase portion will be considered for evaluation of Proposer’s Response.

5.10 **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 D**)

5.11 **General Proposal Preparation and Submission Instructions.** To facilitate evaluation of proposals, Proposers are asked to comply with the following requirements:

5.11.1 **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 #19-53) 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).
- 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.

5.11.2 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.

5.11.3 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);
- Seven (7) color photocopies; and,
- One (1) electronic copy on USB thumb drive in either Adobe Acrobat (.pdf) format.

5.11.4 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 received by the due date and time 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 ("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 Background Experience and Qualifications (including key project personnel) (20 Points)
- Prime Contractor and Subcontractor Project Experience and References (25 Points)
- Project Approach and Schedule (25 Points)
- Business Equity and Workforce Agreement Experience (25 Points)
- Cost Proposal for pre-demolition services (5 Points)

Total Scored: 100 Points

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 Proposer(s) 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 Proposer(s)' 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 Proposer(s) 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.

EXHIBIT A PRIME CONTRACTOR EXPERIENCE

Proposer: _____

Instructions. Complete and return this form with your proposal to detail your experience on past projects. Please print clearly or type. Four (4) contracts **MUST** be listed, but you may list up to six (6) contracts.

ITEM	CONTRACT #1		CONTRACT #2	
Project Location				
Brief Description of Work				
Check a box:	<input type="checkbox"/> Demolition	<input type="checkbox"/> Construction	<input type="checkbox"/> Demolition	<input type="checkbox"/> Construction
Total Contract Amount:	\$		\$	
Change Order Total:	\$		\$	
Approx. % Complete				
Est. Completion Date				
Owner's Name				
Owner's Contact				
Contact Phone	()		()	
Contact Email Address				
ITEM	CONTRACT #3		CONTRACT #4	
Project Location				
Brief Description of Work				
Check a box:	<input type="checkbox"/> Demolition	<input type="checkbox"/> Construction	<input type="checkbox"/> Demolition	<input type="checkbox"/> Construction
Total Contract Amount:	\$		\$	
Change Order Total:	\$		\$	
Approx. % Complete				
Est. Completion Date				
Owner's Name				
Owner's Contact				
Contact Phone	()		()	
Contact Email Address				

ITEM	CONTRACT #5 (OPTIONAL)	CONTRACT # 6 (OPTIONAL)
Project Location		
Brief Description of Work		
Check a box:	<input type="checkbox"/> Demolition <input type="checkbox"/> Construction	<input type="checkbox"/> Demolition <input type="checkbox"/> Construction
Total Contract Amount:	\$	\$
Change Order Total:	\$	\$
Approx. % Complete	%	%
Est. Completion Date		
Owner's Name		
Owner's Representative Contact		
Contact Phone	()	()
Contact Email Address		

EXHIBIT B PRE-DEMOLITION COST PROPOSAL

Proposer: _____

Task No.	Description	Unit	Anticipated Quantity	Unit Price	Price
1	Pre-Demolition Project Manager				\$
2	Contaminated Soils Removal Planning				\$
3	Hazardous Materials Abatement Planning				\$
4	Equity Policy Contracting Plan				\$
5	Demolition Plan				\$
6	Salvage Plan				\$
7	Final Design Contractor Review				\$
8	Early Bid Packages and Long-lead Items Report				\$
9	Demolition Contracting Plan				\$
10	Project Schedule				\$
11	Contractor Community Affairs Support				\$
12	Cost Estimates				\$
13	Demolition Safety and Security Plan				\$
14	Environmental Compliance Plan, incl. Storm-Water Management and Erosion Control				\$
Total:					\$

EXHIBIT C SCOPE OF PRE-DEMOLITION SERVICES

Pre-demolition services shall be provided under the terms of a Professional Services Contract to be executed by the parties. A sample of the terms and conditions of the pre-demolition services contracts is available upon request. Prosper Portland may determine, at its sole discretion, that scope modifications are needed for Pre-Demolition Services prior to execution of the Professional Services Contract.

The anticipated scope of pre-demolition services is as follows:

Task	Description
1	Pre-Demolition Project Manager: Provide services of the proposed Project Manager beginning with “Notice to Proceed” for the entire duration of Pre-Demolition Services Phase. Anticipated scope of work will include design review, cost estimating, project coordination, public meetings, schedule preparation and optimization, and other interface-related tasks. The Project Manager will be involved with and spend time on all of the other task orders listed but will not charge their time to those task orders. All Project Manager time will be charged only to this task order and will be paid at the agreed-upon hourly rate.
2	Contaminated Soils Removal Planning: Consult with, advise, assist and provide recommendations to Prosper Portland and the Project Team – in particular, the members of the Project Team that will provide expertise in the remediation of contaminated soils – on a contaminated soils remediation plan. Recommendations will focus on means and methods, staging, phasing, access, temporary facilities, and cost and schedule implications of design decisions. Provide advice on phasing as it relates to ongoing demolition work uncovering additional contaminated soils to reduce/eliminate work and facilitate a rapid, accurate, and competitive pricing for the final GMP contract. Ensure compliance with all appropriate DEQ rules and regulations.
3	Hazardous Materials Abatement Planning: Consult with, advise, assist and provide recommendations to Prosper Portland and the Project Team on a hazardous materials abatement process. Recommendations will focus on means and methods, staging, phasing, access, temporary facilities, and cost and schedule implications of design decisions. Provide advice on phasing as it relates to ongoing demolition work uncovering additional hazardous materials to reduce/eliminate work and facilitate a rapid, accurate, and competitive pricing for the final GMP contract. Ensure compliance with all appropriate DEQ rules and regulations.
4	Equity Policy Contracting Plan: Work with Prosper Portland to finalize and submit a contracting plan that maximizes opportunities for Certified Firms – especially disadvantaged business (DBE), minority-owned businesses (MBE), and women-owned businesses (WBE) – in accordance with Prosper Portland’s Business Equity Program (see EXHIBIT E). Develop a final management plan to oversee equity policy implementation and to ensure consideration of Certified Firms. Work with Prosper Portland to finalize a plan in accordance with Prosper Portland’s workforce training and hiring program requirements (see EXHIBIT F). Develop and submit a proposed management plan to implement such workforce training program.

Task	Description
5	<p>Demolition Plan: Collaborate with the Demolition Design team to prepare preliminary (50%) and final (100%) demolition plans and specifications (“Demolition Plan”). Consult with, advise, assist and provide recommendations to the Project Team on the design of the abatement and demolition process. Recommendations will focus on demolition feasibility, staging, phasing, access, temporary facilities, and cost and schedule implications of design decisions. Provide advice on demolition scopes to reduce/eliminate work and facilitate a rapid, accurate, and competitive pricing for the final GMP contract. The final Demolition Plan should be completed not less than 30 days prior to field mobilization for abatement and demolition. In the Demolition Plan, address communication of demolition information to Prosper Portland – specifically Prosper Portland Public Affairs – for dissemination to the public, proposed phasing, staging, sequencing of work, duration of work within work zones, typical hours of work, areas and variances required where work outside of typical hours is anticipated, including number of shifts and weekends, field office needs, contractor parking requirements during demolition, approaches to limiting contractor parking demand, use of public roadways and plans for storage of construction equipment, job trailers, portable toilets, etc., work and staging site security provisions including prompt graffiti removal, coordination of work with public including utility disruptions, protection of private and public properties, noise, dirt/dust/debris and vibration control measures and monitoring – especially as they relate to Ongoing Operations set forth in Section 2.2.8, storm-water management, erosion control measures, construction zone pedestrian and vehicular traffic management including signage, typical work hours, temporary road closures or detours and duration/permits required, emergency vehicle provisions, maintenance of access to all properties and existing onsite public parking areas, public safety protections, and construction restrictions during special events and/or moratoriums.</p>
6	<p>Salvage Plan: Prepare, submit, and revise if necessary, a Salvage Plan that identifies potential sustainability opportunities in the demolition phase of the project. The Salvage Plan will provide an evaluation of these opportunities with schedule impacts, permit requirements, and cost estimates of potential changes from baseline estimates. Key areas of the plan shall include: 1) material staging and transportation, 2) material sales or re-use plan, 3) material sales value credit structure, and 4) a report that identifies materials that may be cost-effectively recycled, salvaged, and reused during and after demolition.</p>
7	<p>Final Design Contractor Review: Perform a review of final Demolition Plan, identify revisions to improve clarity for implementation of the subcontracting plan, bidding, and propose revisions that reduce construction costs as necessary to meet budget.</p>
8	<p>Early Bid Packages and Long-lead Items Report: Advise on schedule and scope and perform a review of final demolition design documents and specifications for bid packages based on a schedule that meets project milestones. Identify any and all long-lead items that should be procured prior to completion of demolition design documents so that the schedule can be met and/or delay risk minimized.</p>
9	<p>Demolition Contracting Plan: Work with Prosper Portland to finalize and submit a contracting plan for accomplishment of all abatement, demolition and contaminated soils removal, including the removal of any USTs. Furnish a Guaranteed Maximum Price (“GMP”) in accordance with the CM/GC Agreement for review and approval. Recommend</p>

Task	Description
	packaging of the work to facilitate competitive bidding and award of trade contracts. Recommend which work, if any, should be procured through best value selection, in lieu of low bid. Identify work which the CM/GC proposes to self-perform, and how competitive pricing will be accomplished for that work. Ensure the plan includes provisions for the collection and documentation of lien waivers from all subcontractors and material suppliers. Provide input to Prosper Portland and the demolition design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic and weather-related conditions. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, weather, improving or accelerating completion, minimizing trade jurisdictional disputes, and any other related issues.
10	Project Schedule: Prepare and submit a detailed baseline CPM schedule for Prosper Portland approval. The Project Schedule shall be used for schedule management and shall be updated monthly to be consistent with progress payments during the Abatement, Demolition and Soils Removal Phase. Continuously monitor and update the Project Schedule and recommend adjustments in the bid package to ensure completion of the Project in the most expeditious manner possible.
11	Contractor Community Affairs Support: Attend public meetings, as requested by Prosper Portland, to assist in information sharing with affected public stakeholders.
12	Cost Estimates: Prepare cost estimates for the Project at appropriate times throughout the design phases of the work. Notify the Project Team immediately if cost estimates appear to be exceeding budget or GMP. Identify feasible cost reduction options, including projected cost savings offset with any additional design costs, to bring costs within budget. Prepare and submit to Prosper Portland cost estimates for the final demolition documents. Such cost estimate shall include costs to complete all of the Work, i.e., abatement, demolition, contaminated soils removal, UST removal, and any other work noted by the Project Team.
13	Demolition Safety and Security Plan: Prepare and submit a safety plan for use during the Abatement, Demolition and Soils Removal Phase. Develop the plan to ensure the Work will be completed in accordance with Prosper Portland's safety certification process, including ensuring the complete certification of all certifiable items by turnover to Prosper Portland. Ensure one focus of the plan is on known and suspected hazards.
14	Environmental Compliance Plan, including Storm-water Management and Erosion Control Plan: Prepare and submit a plan to ensure environmental compliance, including a plan to manage storm-water runoff and control erosion in accordance with the criteria of the applicable jurisdiction(s).

EXHIBIT D PROPOSER CERTIFICATION FORM

RFP #19-53, CM/GC SERVICES FOR THE ABATEMENT AND DEMOLITION OF CERTAIN USPS FACILITIES AND THE REMEDIATION OF CONTAMINATED SOIL

The Proposer, by and through the signature of its authorized representative below, hereby acknowledges, represents, and certifies:

1. Acknowledges receipt of addenda number ____ through ____ or ☐ N/A.
2. Has read, understands, and agrees to be bound by and comply with all RFP instructions, terms and conditions, and all addenda issued for this RFP (if any).
3. Has read, understands, and agrees to be bound by and comply with all Contract Documents identified, included, or incorporated by reference into this RFP.
4. Has, or will have, the equipment, personnel, materials, facilities, and technical and financial ability to complete the Work in accordance with the Contract Documents within the specified timeframe.
5. Has prepared its proposal independently from all other Proposers, and without collusion, fraud, or other dishonesty.
6. Has not directly, or through anyone representing the Proposer, offered or given any gratuity, gift, bribe, loan, or any other financial or non-financial benefit to Prosper Portland, or any of Prosper Portland officers, agents, employees, or consultants, or engaged in any other anti-competitive practice at any time in conjunction with this RFP.
7. Has not and will not discriminate against minority, women, disadvantaged, or emerging small business in obtaining its subcontracts.
8. If found by Prosper Portland to be the apparent successful proposer, will execute the Contract within a reasonable amount of time.
9. Agrees to be bound and will comply with the Oregon Prevailing Wage or federal Davis-Bacon Act laws (ORS 279C.840 *et seq.*), as applicable, on this Project.
10. Is ____ or is not ____ a Resident Proposer, as defined in ORS 279A.120. If not, indicate the State of residency: _____.
11. Provides ____ or does not provide ____ health and pension benefits to all employees.
12. 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: _____