



PROSPER
PORTLAND

Building an Equitable Economy

REQUEST FOR PROPOSALS #19-16

OVERNIGHT SECURITY SERVICES FOR CENTENNIAL MILLS

Proposals Due: Friday, May 1, 2020

by 2:00 PM (Pacific)

**Direct all questions and submit one (1) electronic proposal (via email) to Prosper Portland's SOLE
POINT OF CONTACT for this RFP:**

Nick Ioanna
Procurement Services Coordinator
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-5118

ioannan@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

EXHIBIT A	Proposer Certification
EXHIBIT B	Cost Proposal
EXHIBIT C	Emergency Notification Procedures

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

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

Solicitation Coordinator*	Proposal Delivery Location
Nick Ioanna, CPPB Procurement Services Coordinator 503-823-5118 ioannan@prosperportland.us	Email to: ioannan@prosperportland.us **Subject Line: “Response to RFP 19-16”

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

** Proposals emailed without this Subject Line may not be received. Vendors will receive a confirmation email once their proposal has been received. Please contact the Solicitation Coordinator if you have not received a confirmation email. It is the sole responsibility of the proposer to ensure proposals are received at the location above by the due date and time. No late responses will be accepted. Proposers are encouraged to email their responses early.

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), **Prosper Portland**, the assumed business name of the Portland Development Commission, the urban renewal and economic development agency of the City of Portland, Oregon requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) to for the provision of providing proactive vehicle and foot patrols in a variety of weather conditions at the Centennial Mills site location. Prosper Portland intends to award an exclusive contract to the successful Proposer in connection with this RFP.

[SITE LOCATION: Centennial Mills - 1362 NW Naito Pkwy, Portland, OR 97209](#)

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	April 9, 2020
Deadline for Questions and Requests for Changes	April 22, 2020
PROPOSAL DUE DATE AND TIME (no later than)	FRIDAY MAY 1, 2020 by 2:00 PM (Pacific Time)
Finalist Interviews	Not Anticipated
Notice of Intent to Award Issued (<i>anticipated</i>)	May 11, 2020
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of

	Intent to Award is issued
Contract Effective Date (<i>anticipated</i>)	June 1, 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 redevelopment agency of the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that supports small businesses, improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones:

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

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

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

2.2 ABOUT THE PROJECT

In an effort to achieve Prosper Portland’s [Strategic Plan](#) of creating healthy neighborhoods in which residents feel safe, clean, and inspire pride, we are taking a proactive approach by implementing as additional security patrol at the Centennial Mills property.

3.0 STATEMENT OF WORK

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

3.1 Site Description

- 3.1.1 Centennial Mills is a 4-acre site located at 1362 NW Naito Parkway, along the western bank of the Willamette River. Three structures reside on the property:

- 3.1.2 An 8-level historic flour mill with water access from the east side. This building is uninhabitable and is heavily vandalized in the evening and weekend hours.
- 3.1.3 A 2-level warehouse with a small office on the south side, that has restrooms. The office is currently used by a tenant, but selected security firm will have access to this office and the restrooms.
- 3.1.4 An outdoor covered arena that is also occupied by a tenant.
- 3.1.5 Some open space along the east side of the property is being used for parking and storage materials. The remaining property is open grass. The entire property is fenced and locked with chain and combination locks, except for the east side which is accessible via the Willamette River.

3.2 Personnel Requirements;

- 3.2.1 Contractor must be able to communicate effectively and professionally with the Portland Police Bureau ("PPB") to enforce the PPB/Prosper Portland Trespass Enforcement Agreement.
- 3.2.2 Contractor's officers, agents, employees, and subcontractors shall always represent Prosper Portland in a professional manner.
- 3.2.3 All Contractor personnel assigned to perform patrol duties must be certified by the State of Oregon Department of Public Safety Standards and Training (DPSST).
- 3.2.4 Contractor will ensure that patrolling officers' behavior and actions meet accepted industry standards, and compliance with applicable laws, administrative rules, regulations and Prosper Portland policies and procedures.
- 3.2.5 All Contractor patrol vehicles must be clearly identified with the Contractor's business name.
- 3.2.6 All Contractor patrol officers must be in a Contractor's company uniform at all times.
- 3.2.7 Contractor's Patrol Officers must have Emergency communications capabilities which are required at all times.
- 3.2.8 Guards shall be unarmed during patrol hours. Contractor must disclose to Prosper Portland in advance all patrol officers who are authorized to carry an open and/or concealed weapon and if these weapons are deemed a requirement.
- 3.2.9 Guards shall report unlawful activities, safety hazards and maintenance problems to the Prosper Portland Contract Manager.
- 3.2.10 If there is an emergency, Emergency Notification Requirements will be followed as outlined in Exhibit C.

3.3 Tasks and Activities

- 3.3.1 Contractor will patrol the exterior of the site, check fence perimeters, inspect door and window entrances, and perform a general patrol of the entire site throughout the scope hours.
- 3.3.2 Selected Contractor shall provide proactive vehicle and foot patrols in a variety of weather conditions at site location.
- 3.3.3 Patrol Schedule;
 - 3.3.3.1 Contractor shall provide continuous twenty-four (24) hours of onsite security coverage (“Guards”) at the Property, including weekends and holidays until the state of emergency caused by the SARS-COVID-19 pandemic has ended.
 - 3.3.3.2 After the State of Oregon has declared the emergency over, Prosper Portland will notify the awarded contractor to change the patrol schedule. Contractor will not change scheduled until Prosper Portland has provided notification in writing.
 - 3.3.3.3 Adjusted patrol schedule will be 5:00 PM – 8:00 AM Monday-Thursday and from 5:00 PM Friday evening until 8:00 AM Monday morning.
- 3.3.4 Contact the Portland Police Bureau (PPB) if unauthorized occupants and/or trespassers refuse to vacate the property or remove their personal property upon request.
- 3.3.5 Personnel must immediately report to Prosper Portland any security issues or concerns regarding suspicious or inappropriate activities. A Prosper Portland after hours contact telephone number will be provided upon award of a contract.
- 3.3.6 Keep daily patrol logs and provide these reports to Prosper Portland upon request. Logs should include:
 - A. Time of each patrol and the name of the patrolling officer
 - B. Detailed description of each security issue encountered
 - C. Detailed description of action taken

Prosper Portland reserves the right to modify, add, and/or remove certain tasks or activities prior to Contract execution or through equitable amendment to the Contract after execution.

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality, completeness, and competitiveness of your proposal with the following Evaluation Criteria and the needs of Prosper Portland. To facilitate evaluation, include a “Table of Contents” and organize your proposal in the order of the sections below.

All submittal requirements listed as “**Mandatory**” in this section must be addressed in sufficient detail to demonstrate your understanding of the work requirements contained in this RFP.

Page Limit. Excluding the title page, cover letter, table of contents, personnel profiles and pricing information, proposals submitted in response to this RFP must not exceed **TEN (10)** pages. Each side of a piece of paper is considered one page. If a proposal exceeds this page limit, Prosper Portland may decline to review information beyond the page limit.

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 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 FIRM

Maximum Points Allotted for this Criterion: **20**

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

- General scope of services your firm provides and number of years your firm has been providing the types of services listed in Section 3 of this RFP.
- A short profile of each key individual proposed to perform work under the Contract, including their education, work history and pertinent professional qualifications and certifications.
- Brief description of similar services performed in the past three (3) years that best characterize your firm's capabilities.
- List three (3) current or past references using projects of similar scale scope as described in this RFP. For each reference, include the reference's company name, contact person, phone number, email address, and a description of the services provided for that reference. References may be checked at Prosper Portland's discretion

4.3 CORPORATE RESPONSIBILITY

Maximum Points Allotted for this Criterion: **10**

Prosper Portland demonstrates its commitment to contracting with socially and environmentally responsible businesses through the adoption of its *2015-2020 Strategic Plan* and its policies on *Equity* and *Sustainable Purchasing*. We value and support diversity and are dedicated to advancing equity in public contracting by increasing opportunities for minority-owned, women-owned, disadvantaged, and emerging small businesses (collectively, "Certified Firms") as certified by Oregon's Certification Office for Business Inclusion and Diversity ("COBID").

Prosper Portland's Business and Workforce Equity program promotes economic growth of Certified Firms and encourages partnering and mentoring between large and small Certified

Firms on Prosper Portland contracts. Therefore, Prosper Portland has established an overall aspirational goal of twenty percent (20%) in awarding contracts to Certified Firms. Proposing firms are encouraged to use COBID's Certified Firm directory to identify potential Certified Firms as subcontractors, suppliers, or partners for the contract awarded from this RFP:

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

All Proposers must address the following in their proposals:

a. Certification Status

- Please indicate in your Cover Letter whether your firm is currently a Certified Firm or if you've recently applied to become a Certified Firm.

b. Subcontracting with Certified Firms

- Please list *all* scopes of work proposed to be performed by subcontractors; include the proposed subcontract value, the firm name, and certification status (if any) proposed to perform that work.
- Evaluation points will be awarded based upon the dollars contracted with the Certified Firms utilized as subcontractors or suppliers. Proposed subcontract amounts and specified firms must flow through to the final contract.

c. Workforce Diversity and Community Involvement

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

d. Sustainable Business Practices

- List the top three (3) actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices).
- Does your firm hold any third-party certifications related to sustainable business operations (e.g., Sustainability at Work, B-Corp certification)? If so, reference the name of the certification.

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

4.4 FEE PROPOSAL

Maximum Points Allotted for this Criterion: **20**

Propose the estimated cost to effectively complete the work and requirements described Section 3 section of this RFP. The total estimated cost must include:

- **Rate Schedule.** Propose rate schedule for the provision of services that may be requested under the Contract by completing and returning EXHIBIT B of this RFP. **A range of hourly rates is not acceptable.**
- **Additional Costs for Service.** As specified in Exhibit B.
- **Reimbursable Expenses.** Prosper Portland will reimburse direct costs expended by the Contractor to complete the work required under section 3. State whether Reimbursable Expenses will be billed at cost or at cost plus a mark-up percentage. The maximum mark-up rate that can be applied to Reimbursable Expenses must not exceed 10%. All unspecified costs will be borne by Contractor.
- **Travel Expenses.** Prosper Portland will not reimburse any expenses related to Contractor's travel.

All unspecified costs will be borne by Contractor.

Adjustment of Hourly Rates Due to Inflation

Annual adjustment of contract rates will be considered upon written request from the Contractor to Prosper Portland. Approval of the request for rate increase is solely within Prosper Portland's discretion and Prosper Portland is under no obligation to approve such a request. All such rate increase requests are subject to the following limitations:

- No increase will be considered during the first twelve months the Contract is in effect
- No more than one increase will be considered per year
- All requests must include verifiable documentation that clearly demonstrates increased costs to the Contractor for the contracted positions
- Requests for rate increases shall only be proposed in proportion to increases in the Contractor's costs for the contracted positions
- If the rate increase request is approved, the parties will agree to the approved increase by a written amendment to the Contract, prepared by Prosper Portland. If the rate increase is not approved, Prosper Portland will explain the reason for declining the rate increase request
- The rate increase will be effective only upon execution of the Contract amendment
- Rate increases will not be retroactive
- In no event will a rate increase change the maximum amount payable under the Contract

4.5 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 Firm	20 Points
➤ Promotion of Certified Firms	10 Points
➤ Fee Proposal	20 Points
Total Available Points	50 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 “Contractor”) 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 Contractor.

5.2 CONTRACT TERMS AND CONDITIONS

The terms and conditions that will govern the Contract can be found on Prosper Portland’s website [at this location](#).¹ **Proposers who propose changes to any contract term or condition must include their proposed changes in their proposal.** Prosper Portland is under no obligation to accept any such proposed changes. Prosper Portland further reserves the right to modify any Contract term or condition prior to execution of the Contract.

5.3 COMPENSATION AND PAYMENT

The “Not to Exceed” value of the Contract will be based on the sum of all proposed costs, including personnel hours and applicable billing rates as well as reasonable reimbursable expenses, all of which may be subject to reasonable negotiation. Contractor’s personnel and reimbursable expenses, up to the Not to Exceed amount, will be payable on the basis of the Contractor’s time and materials, based on the proposed billing rates and reimbursable rate schedules. Prosper Portland PAYMENT TERMS: NET 30 DAYS. Any subsequent change of the billing rates, maximum compensation, and/or Contract term will be implemented by written amendment to the Contract.

5.4 CONTRACT BUDGET

Prosper Portland does not have an estimated budget amount for this contract.

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

5.5 CONTRACT TERM

The initial term of the Contract will be for a period of three years which may be extended for two (2) additional one-year periods upon the mutual written agreement between the parties to the Contract. The maximum duration of the Contract, including all extensions, will not exceed five (5) years.

5.6 CONTRACT COMPLIANCE

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

- 5.6.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 5.6.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.6.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer.
- 5.6.4 **Insurance Requirement.** See the following section.

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

5.7 INSURANCE REQUIREMENTS

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

- 5.7.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 5.7.2 **General Liability (GL)** insurance on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: **"The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees."** Acceptable endorsement types include the "CG2026 07 04" (Designated Person or Organization), "CG2010 10 01" (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.
- 5.7.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, each accident, covering owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 5.7.6 **Insurance Certificates.** Prior to execution of the Contract, Contractor must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this 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) electronic copy** emailed to the solicitation coordinator in either Adobe Acrobat or MS Word

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 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 to 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 consideration and 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 may be sent by email (preferred), mail, or fax and must contain the following:
- RFP solicitation number and title
 - RFP section being questioned
 - Specific question or request for change
- All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3 of this RFP.
- 6.5 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the Proposer’s proposal to be rejected.
- Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to Prosper Portland’s Contract Opportunities website (www.prosperportland.us/bids) to check for any addenda that have been issued for this RFP. Prosper Portland may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by Prosper Portland and modifying their proposal accordingly.
- 6.6 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and Prosper Portland will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.
- 6.7 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.
- 6.8 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the Prosper Portland Board of Commissioners or any Prosper Portland employee not specifically named in this RFP, except upon invitation by Prosper Portland in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal

rejection. Prosper Portland will not hold “one-on-one” meetings with any interested party during the RFP process outside of a formal interview.

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

6.10 **Public Records and Disclosure**

6.10.1 All proposals submitted in response to this RFP will become the property of Prosper Portland and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192.

6.10.2 Any portion of a proposal that a Proposer claims to constitute a “trade secret” must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

**"This information constitutes a trade secret under ORS 192.501(2),
and shall not be disclosed except in accordance with Oregon Public
Records Law, ORS 192."**

6.10.3 If a Proposer marks every page or includes a blanket statement that the entire proposal is “Confidential” or “Proprietary,” the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed.

6.10.4 Prosper Portland will take reasonable measures to hold in confidence all proposal contents marked in the way described above but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise.

6.10.5 After award, the Contract between Prosper Portland and the successful Proposer will be a public document and no part of the Contract can be designated as “Confidential.”

6.10.6 Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until Prosper Portland has issued its Notice of Intent to Award.

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

6.12 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between Prosper Portland and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or

modified after the proposal due date and time unless Prosper Portland agrees to the withdrawal or modification in writing.

- 6.13 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. The responsive proposals are those proposals that substantially comply with all required submittal procedures and requirements. This evaluation committee will include staff of Prosper Portland and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 5 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer's written response as well as any relevant information that Prosper Portland may subsequently request or discover. Prosper Portland will then add individual committee members' scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).
- 6.14 **Interviews (Optional).** At Prosper Portland's option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.
- 6.15 **Best and Final Offers (Optional).** Prosper Portland may choose to enter into discussions with one or more of the Finalist Proposer(s) and request revised proposals (the "best and final offers"). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements and evaluation criteria contained in this RFP. If Prosper Portland elects to solicit best and final offers, Prosper Portland will do so in the following manner:
- 6.15.1 Prosper Portland will initiate oral and/or written discussions with one or more of the Finalist Proposer(s) regarding one or more sections of their proposals. Prosper Portland may conduct these discussions only for the following purposes of: (a) informing Finalist Proposer(s) of perceived weaknesses in their initial proposals; (b) requiring the submission of additional information in one or more sections of a Proposer's proposal; and/or, (c) otherwise allowing the Finalist Proposer(s) to develop and submit their best and final offers.
 - 6.15.2 Prosper Portland may conduct discussions with each Finalist Proposer necessary to fulfill the purposes described in this section, but need not conduct the same amount of discussion with each Finalist Proposer. Prosper Portland may terminate discussions with any Finalist Proposer at any time; however, Prosper Portland will offer all Finalist Proposer(s) the same opportunity to discuss their proposal prior to the date and time revised proposals are due.
 - 6.15.3 In accordance with ORS 279B.060(6)(a) and (b), Prosper Portland will only disclose the identity of other proposers who responded to the RFP but will not include any details on their proposals until after the evaluation process is complete and Prosper Portland has issued its Notice of Intent to Award a contract.
 - 6.15.4 At any time during this process, Prosper Portland may (a) continue discussions with one or more Finalist Proposer(s); (b) terminate discussion with a particular Finalist Proposer and continue discussions with other Finalist Proposers; or, (c)

conclude discussions with all remaining Finalist Proposer(s) and provide notice requesting their best and final offers.

- 6.13.5 If Prosper Portland requests best and final offers, Prosper Portland will establish a common date and time that proposals are due at Prosper Portland. Revised proposals shall only be submitted once; however, Prosper Portland may make a written determination that it is in Prosper Portland's best interest to conduct additional discussions and require submission of revised proposals. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award.
- 6.15.6 If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.12 of this RFP) or a revised proposal, the original proposal will be considered their best and final offer. Prosper Portland will then evaluate the best and final offer in accordance with the requirements and evaluation criteria contained within this RFP and Prosper Portland will not modify the evaluation criteria or their relative weighting after the date and time revised proposals are due.
- 6.16 **Selection Process.** If interviews are not conducted or best and final offers not requested, Prosper Portland will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, Prosper Portland reserves the right to either re-score the Finalist Proposer(s)' proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and re-rank the proposals based on the combined strength of the Finalist Proposer(s)' proposal and interview.
- 6.17 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, Prosper Portland may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to Prosper Portland, with respect to the Proposer's successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. Prosper Portland reserves the right to use any information or reference that may be discovered. Prosper Portland may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.18 **Notice of Intent to Award.** After completion of the evaluation process, Prosper Portland will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 6.19 **Protest of Selection Process.** Any protest of Prosper Portland's selection process must be submitted by email writing to the Solicitation Coordinator of this RFP within seven (7) calendar days of issuance of the NOIA. The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.

- 6.20 **Serial Negotiations.** After Prosper Portland has issued its NOIA and resolved all protests, Prosper Portland reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If Prosper Portland, in its sole discretion, determines that such negotiations have reached an impasse, Prosper Portland reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed, or Prosper Portland cancels this RFP.

EXHIBIT A. PROPOSER CERTIFICATION

Each Proposer must complete and return this page with their proposal.
Failure to do so may be grounds for proposal rejection.

RFP 19-16: Overnight Security Services

You acknowledge receipt of addenda number ____ through ____ or ☐ N/A.

If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 5.6 of this RFP.

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

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.

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.

The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer's Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer's Mailing Address: _____

Proposer's Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____

EXHIBIT B. FEE PROPOSAL

Proposer: _____

1. **Rate Schedule.** Propose the rate schedule to provide Property Security Services for patrols as detailed in Exhibit A of this RFP. A range of hourly rates is not acceptable.

Rate Schedule for Centennial Mills Property Located at: <u>1362 NW Naito Pkwy, Portland, OR 97209</u>		
Schedule	Hours	Hourly Charge*
Weekdays (Monday – Friday)	Regular Hours (8 AM – 5 PM)	\$
	Overtime Hours (5 PM – 8 AM)	\$
Weekends (Saturday & Sunday)	Regular Hours (8 AM – 5 PM)	\$
	Overtime Hours (5 PM – 8 AM)	\$
Holidays** (Holidays Recognized by Prosper Portland Only)	Regular Hours (8 AM – 5 PM)	\$
	Overtime Hours (5 PM – 6 AM)	\$

***Hourly Charge** based upon 1 Guard patrolling for the timeframe listed. If Two or More Guards are needed, please indicate that in your response.

** **Holidays** – If a holiday falls on a weekend, contractor cannot charge both the weekend rate and the Holiday Rate. Only one rate may be charged at a time.

2. **Additional Costs for Service.** In addition to the Rate Schedule above, proposers should attach information that clearly identifies all costs for service. Any unspecified costs will be borne by the contractor. This should include any additional fees charged to perform service. Additional Information should also include;

- The invoicing schedule (i.e. once per week, every 30 days, etc...)
- The estimated cost per invoice (based on the Statement of Work performed during the hours indicated)
- A sample invoice with total cost to perform service within the invoiced period

3. **Billing.** If your firm is selected for contract award from this RFP, any subcontractors not identified in your proposal that you wish to engage under the Contract must be approved by Prosper Portland in an Amendment. Such an Amendment must detail the subcontractor personnel to be used including their title and applicable billing rates.

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

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

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

**Proposers may attach additional sheets to this EXHIBIT B
if they wish to provide additional information**

EXHIBIT C. EMERGENCY NOTIFICATION REQUIREMENTS

Contractor shall provide timely notification to Prosper Portland in the event of an emergency. This includes, but is not limited to, notification of:

- Any structure fire (not to include false alarms)
- Any police action
- Any other emergency and/or situation that may be of interest to Prosper Portland, law enforcement or the media

The Contractor shall not provide any information to the media or any other parties without first obtaining the permission of Prosper Portland. The Contractor is authorized to provide information to any law enforcement agency during their initial response to any criminal investigation or structure fire that has occurred on the Property.

The Contractor is responsible for documenting all incidents to include, but is not limited to:

- Completion of an Incident Report
- Photographs of the incident
- Interview notes taken from affected parties and/or witnesses

The Contractor shall refer any and all insurance inquiries and/or claims to their Prosper Portland Personal Services Contract Manager.

Awarded Contractor will be notified of who on Prosper Portland staff will be contacted in the event of an emergency as defined above.