



PROSPER
PORTLAND
Building an Equitable Economy

REQUEST FOR PROPOSALS #19-02

**RESTAURANT CONSULTANT
FOR INN AT THE CONVENTION CENTER**

Proposals Due:
July 18, 2019
by 2:00 PM (Pacific)

Direct all questions and submit one (1) original, six (6) color photocopies, and one (1) electronic proposal on a USB flash drive to Prosper Portland's SOLE POINT OF CONTACT for this RFP:

Kelly Hartle
Procurement Services Coordinator
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-3298
hartlek@prosperportland.us (email)
<http://www.prosperportland.us> (www)

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

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA

Request for Proposals Title: **Restaurant Consultant for Inn at the Convention Center**
Solicitation Number: **#19-02**
Solicitation Coordinator: **Kelly Hartle, Procurement Services Coordinator**
Contact Information: **[\(503\) 823-3298 \(direct\)](tel:5038233298)**
hartlek@prosperportland.us
Proposal Delivery Location: **Prosper Portland**
Attn: Kelly Hartle
222 NW 5th Avenue
Portland, OR 97209

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), Prosper Portland (or “we”), the assumed business name of the Portland Development Commission, the urban renewal and redevelopment agency of the City of Portland, requests competitive proposals from qualified and experienced firms, individuals, or teams (“Proposers” or “you(r)”) to provide Prosper Portland with restaurant consulting services for the renovation and opening of the restaurant at the Inn at the Convention Center Hotel (the “ICC” or the “Hotel”).

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	June 28, 2019
Deadline for Questions and Requests for Changes	July 10, 2019, by 2:00 PM (Pacific Time)
PROPOSAL DUE DATE AND TIME (no later than)	July 18, 2019, by 2:00 PM (Pacific Time)
Finalist Interviews (<i>optional, tentative</i>)	Week of July 29, 2019
Notice of Intent to Award, Issued (<i>tentative</i>)	Week of August 5, 2019
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>)	Week of August 12, 2019

2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

2.1 ABOUT PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland is the economic and urban development agency for the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that supports small businesses,

improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones: growing family-wage jobs, advancing opportunities for prosperity, collaborating with partners for an equitable city, and creating vibrant neighborhoods and communities.

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

2.2 ABOUT THE PROJECT

Prosper Portland purchased the 97-room Hotel in 2002 with plans to redevelop the site as a convention headquarters hotel. A different site was ultimately selected for the headquarters hotel and that project is now under construction. The Hotel has been in continuous operations since its acquisition and serves the continued need for affordably-priced lodging near the Oregon Convention Center. Prosper Portland intends to continue operation of the Hotel for the next 7 to 10 years and is embarking on a major renovation of the first-floor lobby, shuttered restaurant, and meeting room space.

To that end, Prosper Portland is seeking the services of a restaurant consultant to join the architectural and design team to help guide the restaurant design and build-out, and to provide business planning services to Prosper Portland on the start-up and operations of the restaurant.

The overall objective of the project is to develop and implement a food and beverage strategy for the Hotel that:

- Maximizes the profit generating potential of the Hotel restaurant;
- Provides hotel guests with affordable but quality food and full bar beverage options for breakfast, lunch and dinner;
- Invites neighborhood traffic;
- Maximizes catering and bar opportunities for the hotel meeting room;
- Enables on-site sale of local food providers offerings in a grab-n-go area;
- Reinforces the Portland/Northwest theme of the hotel renovation; and
- Supports local businesses with a farm-to-table and 'go local' purchasing strategy.

3.0 STATEMENT OF WORK

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

3.1 STATEMENT OF WORK

This section describes the work to be performed by the successful Proposer (the “Consultant”) under the contract awarded from this RFP (the “Contract”). Key services the Restaurant Consultant will provide Prosper Portland under the Contract include:

- Restaurant Design and Build-out Assistance
- Business Plan Development
- Technology Solutions that connect to Hotel’s back office system
- Menu and Recipe Development
- Pre and Post Opening HR Support

Specifically, Consultant will perform the following tasks and activities and provide Prosper Portland with the following deliverables:

3.1.1 Restaurant Design and Build-out Assistance:

Work with the Architectural Team to design the kitchen, bar, and dining area lay-outs and equipment placement.

3.1.2 Business Plan Development:

Conduct research, coordinate decision makers and write a comprehensive business plan which includes the following components:

- Restaurant description – concept details and business objectives, taking into account the Hotel’s over arching goal of breakfast service, and the Hotel’s midscale, cost-conscious demographic and psychographic.
- Restaurant management
 - Organizational chart
 - Description of the management team
 - Staffing plan by shift and with total number of Full Time Equivalents (“FTE’s”)
- Operational/Management Plans
 - Operational requirements (e.g. licensing, certifications, etc.)
 - Reporting systems/management reports
 - Description of administrative systems
 - Internal controls
 - Purchase system that supports ‘go local’
 - Inventory tracking and loss prevention
 - Compliance plan
 - Connectivity with Hotel back-office accounting software
- Market Analysis
 - Industry analysis and trends

- Market segment
- Local competition
- Growth expectations
- Marketing Strategy
 - Branding and market positioning, taking into account Hotel guests' psychographic and demographic
 - Marketing channels/strategies
 - Website
 - Social Media
 - Advertising
 - Promotions
 - Grand opening plan and budget
- Financial Projections
 - Key assumptions
 - Pricing strategy
 - Sales forecasts
 - Start-up budget
 - Income/Expense projections
 - Breakeven analysis
 - Cashflow projections

3.1.3 Technology Solutions:

Conduct research and provide recommendations on technology requirements for the restaurant options, including Wi-Fi, point of sale systems that tie to the Hotel's back-office accounting system, and restaurant entertainment systems. All pre- and post-opening restaurant accounting will be handled by the Hotel.

3.1.4 Menu and Recipe Development:

Development menus, recipes and pricing recommendations for the restaurant, bar, catering and grab-n-go areas including:

- Product mix recommendations
- Recipe development, documentation and testing
- Ingredient costs and pricing
- Vendor list that supports 'go-local' procurement strategy
- Tableware recommendations
- Menu(s) design

3.1.5 Pre and Post Opening HR Support:

Provide assistance to Trek Ventures, the Hotel and Restaurant Operator, in the identification, hiring and training of restaurant staff. The Hotel's management will provide on-boarding, payroll management and labor law compliance expertise and will recruit replacement staff.

3.2 PERFORMANCE SCHEDULE

Work on the project would begin as soon as the contract is awarded and executed. Timing of the design, construction and completion of the restaurant will be influenced by the City of

Portland permitting processes. Prosper Portland anticipates a one-year project schedule from signing of contract to restaurant opening.

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

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

Page Limit. Prosper Portland has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content.

4.1 COVER LETTER

(Maximum Points Allotted for this Criterion: Not Scored)

In a one page cover letter, provide a summary of your proposal. In this cover letter, also include the name, mailing address, phone numbers, and email address of your primary point of contact for this RFP. The cover letter will be signed by a representative of the Proposer authorized to make a binding offer to Prosper Portland.

4.2 QUALIFICATIONS AND EXPERIENCE OF FIRM AND PERSONNEL

Maximum Points Allotted for this Criterion: 30

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. Personnel résumés may be used in lieu of personnel profile(s), but are not required.
- Brief description of similar projects 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 PROJECT APPROACH AND UNDERSTANDING

Maximum Points Allotted for this Criterion: 30

Provide a clear and concise description of your understanding of Prosper Portland’s needs and the approach you propose to complete the work described in this RFP. Include a high-level

project plan and narrative that details (1) specific personnel assigned to perform the tasks; (2) approximate timeframe to perform and complete the work, highlighting milestones; (3) type of Work Products produced; (4) whether you can fulfill the performance schedule listed in Section 3.2 of this RFP; and (5) any recommended deviations from-- or additions to-- the work to be performed in this Section 3.

4.4 PROMOTION OF CERTIFIED FIRMS

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

Prosper Portland is committed to increasing contracting and subcontracting opportunities for State of Oregon certified disadvantaged, minority-owned, women-owned, and emerging small business enterprises (collectively, "Certified Firms") in order to promote their growth, capacity-building, and economic success of these businesses. As part of your response to this RFP, address the following:

- **Certification Status.** Is your firm currently a Certified Firm or has your firm recently applied for certification with the State of Oregon's Certification Office of Business Inclusion and Diversity ("COBID")?
- **Subcontracting Plan.** Do you intend to subcontract any element of the work described in this RFP? If so, provide the following information (a) the name(s) of the Certified Firms(s) and (b) the aspects of the work that will be subcontracted to Certified Firm(s)
- **Past Experience.** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past thirty-six (36) months? If so, indicate both the project(s) and the role of the Certified Firm(s) on the project(s)?

4.5 PRICE PROPOSAL

Maximum Points Allotted for this Criterion: **30**

Propose the **total estimated cost** to effectively complete the work and requirements described in the Statement of Work section this RFP. The total estimated cost must include:

- Hourly rates of each personnel assigned to perform work under the Contract as well as the estimated number of hours each personnel will be expected to complete each task. A range of hourly rates is not acceptable.
- Any direct or indirect reimbursable expenses, including travel expenses, and any other expenses necessary to complete the work. State whether reimbursable expenses will be billed at direct cost or at cost plus a mark-up percentage.

All unspecified costs will be borne by Contractor.

4.6 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 Firm and Personnel	30 Points
➤ Project Approach and Understanding	30 Points
➤ Promotion of Certified Firms	10 Points
➤ Price Proposal	30 Points
Total Available Points	100 Points
NON-SCORED SUBMITTAL REQUIREMENTS	
➤ Cover Letter	Not Scored
➤ Proposer Certification	Not Scored

5.0 CONTRACT REQUIREMENTS

5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “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.

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, including travel expenses, all of which may be subject to reasonable negotiation. Consultant’s personnel and reimbursable expenses, up to the Not to Exceed amount, will be payable on the basis of the Consultant’s time and materials, based on the proposed billing rates and 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’s budget for the Contract is approximately \$75,000- \$100,000. Prosper Portland reserves the right to deem any proposal in excess of \$100,000 as non-responsive to this RFP.

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 one (1) year which may be extended upon the mutual written agreement between the parties to the Contract. As noted in Section 3.2, City of Portland permitting will inform the timing of this project, and a Contract extension may be necessary.

5.6 CONTRACT COMPLIANCE

Consultant 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, Consultant shall maintain, on a primary basis and at its sole expense, the following insurance:

- 5.7.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 5.7.2 **General Liability (GL)** insurance on an occurrence basis with a combined single limit of not less than **\$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.
- 5.7.4 ~~**Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000** against arising from the Contractor's professionally negligent acts, malpractice, errors, or omissions related to the Contract.~~
- 5.7.5 ~~**Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Contractor shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty four (24) months following Contractor's~~

~~completion and Prosper Portland's acceptance of the Work required under the Contract.~~

- 5.7.6 **Insurance Certificates.** Prior to execution of the Contract, Consultant must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it.

6.0 CONDITIONS OF THIS RFP

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

6.1 Proposal Preparation and Submission Instructions

- 6.1.1 **Quantities of Proposals.** Proposers must submit the following materials which must be received by Prosper Portland at the proposal delivery location listed in Section 1.1 of this RFP no later than the "Proposal Due Date and Time" listed in Section 1.3 of this RFP:

- **One (1) original** proposal
- **Six (6) color photocopies** of the same pages
- **One (1) electronic copy on a USB flash drive in Adobe Acrobat;**
SUBMIT ONE CONTINUOUS PDF FILE, NOT SEPARATE FILES.
- **The original proposal will bear an original ink signature and must be marked "ORIGINAL."**

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

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

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

- 6.1.3 **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.

6.1.4 **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.**

6.2 **Pre-Proposal Meeting.** A pre-proposal meeting is not scheduled for this RFP.

6.3 **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.

6.4 **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.

6.5 **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.

6.6 **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.

- 6.7 **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.
- 6.8 **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.
- 6.9 **Public Records and Disclosure.** 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. 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."

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. 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. 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.” 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.

- 6.10 **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.
- 6.11 **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.
- 6.12 **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 4 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).

- 6.13 **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.
- 6.14 **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.
- 6.15 **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.
- 6.16 **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.
- 6.17 **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.
- 6.18 **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.

- 6.19 **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.

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 19-02: Restaurant Consulting ICC

- 8.1 You acknowledge receipt of addenda number ____ through ____ or N/A.
- 8.2 If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 5.6 of this RFP.
- 8.3 To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
- 8.4 You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over Prosper Portland.
- 8.5 You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to Prosper Portland; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any Prosper Portland officer or employee that is not clearly disclosed in your proposal.
- 8.6 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer’s Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer’s Mailing Address: _____

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

Phone Number: _____ Email Address: _____