

**PROSPER**  
PORTLAND

Building an Equitable Economy

**REQUEST FOR PROPOSALS 18-04**  
**PRE-DEVELOPMENT PROJECT MANAGEMENT SERVICES:**  
**UNITED STATES POSTAL SERVICE SITE**

**Proposals Due: October 19, 2018**

by 2:00 PM (Pacific)

A voluntary pre-proposal meeting for this RFP will be held on  
**October 2, 2018 at 1:30 pm** at Prosper Portland offices (see Section 1.5 of this RFP)

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

Kristy Branson  
Senior Procurement Specialist  
Prosper Portland  
222 NW Fifth Avenue  
Portland, Oregon 97209

503.823.3688

[bransonk@prosperportland.us](mailto:bransonk@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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## 1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

### 1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **Pre-Development Project Management Services: United States Postal Service Site**

Solicitation Number: **RFP 18-04**

Solicitation Coordinator: **Kristy Branson, Senior Procurement Specialist**

Contact Information: **503.823.3688 (office)**  
[bransonk@prosperportland.us](mailto:bransonk@prosperportland.us)

Proposal Delivery Location: **Prosper Portland**  
**Attn: Kristy Branson, Business Operations**  
**222 NW 5th Avenue**  
**Portland, OR 97209**

### 1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission d/b/a Prosper Portland (“Prosper Portland” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) to perform project management services supporting Prosper Portland’s asset management functions for the United States Postal Services (“USPS”) property, a fourteen (14) acre site generally bounded by NW Lovejoy Street, NW Broadway, NW Hoyt Street, and NW 9th Avenue in Portland, Oregon. Prosper Portland intends to award an exclusive contract to the successful Proposer in connection with this RFP.

This RFP refers to the creation of the work plan (i.e., Project scoping phase) for the USPS pre-development process as the “Phase 1” work and the Proposer selected to perform the Phase 1 work as the “Selected Consultant Team.” Implementation of the work plan, whether by the Selected Consultant Team or another, is called the “Phase 2” work in this RFP.

### 1.3 EXPRESSIONS OF INTEREST AND WILLINGNESS TO IMPLEMENT THE WORK PLAN

As part of this RFP, Prosper Portland also seeks your expressions of interest and willingness to implement the work plan (i.e., the Phase 2 work) in the event the Project Team (defined below) is satisfied with the scoping process, the work plan, and the performance of the Selected Consultant Team during Phase 1. These expressions of interest and willingness to implement the work plan must be submitted along with the other submittal materials for this RFP (see Section 4.2.2 below).

This RFP and the Proposers’ statement of interest for Phase 2 of the Project gives Prosper Portland the option to directly negotiate a contract with the Selected Consultant Team; however, neither this RFP nor the expressions of interest obligate Prosper Portland to negotiate a contract with any firm. In the event Prosper Portland does not wish to negotiate a contract with the Selected Consultant Team for the Phase 2 work, Prosper Portland may use the Phase 1

work product(s) – in whole or in part – and issue a separate solicitation for the Phase 2 work or employ alternative contracting methods available to Prosper Portland under applicable administrative rules.

This two-phase approach is being employed in this RFP to encourage and inspire innovation, creativity and collaboration on the part of the Selected Consultant Team, Project stakeholders and the Project Team. This approach is meant to challenge the traditional public/private relationship in the delivery of pre-development services to realize the potential of the Project.

#### 1.4 SOLE POINT OF CONTACT

The Solicitation Coordinator and sole point of contact for this RFP is Kristy Branson, Senior Procurement Specialist for Prosper Portland. The Solicitation Coordinator can be reached by phone at 503.823.3688 or email at [BransonK@prosperportland.us](mailto:BransonK@prosperportland.us). Direct all questions, comments or requests for clarification or change regarding this RFP or the anticipated contract(s) to this individual.

#### 1.5 PRE-PROPOSAL MEETING

A voluntary pre-proposal meeting for this RFP will be held on **October 2, 2018 at 1:30 pm** (Pacific Time) at Prosper Portland offices at **222 NW 5th Avenue, Portland, Oregon** in the **first-floor, Commission conference room**. Attendance at this meeting is recommended but not required. This RFP, the Project and Prosper Portland’s procurement process and contract requirements will be explained at the pre-proposal meeting.

Attendees will also be given the opportunity to ask questions to Project Team staff to help clarify expectations of the Project. Verbal comments or responses given by Project Team 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 6.3 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.

#### 1.6 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	September 24, 2018
Pre-Proposal Meeting	October 2, 2018
Deadline for Questions and Requests for Changes*	October 12, 2018
<b>PROPOSAL DUE DATE AND TIME (no later than)</b>	<b>OCTOBER 19, 2018 by 2:00 PM (Pacific Time)</b>
Finalist Interviews ( <i>optional, tentative</i> )	November 7, 2018
Notice of Intent to Award, Issued ( <i>tentative</i> )	November 13, 2018
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of

Solicitation or Contract Award Event	Date
	Intent to Award is issued
Contract Effective Date ( <i>anticipated</i> )	December 15, 2018

\* 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](http://www.prosperportland.us/bids) (under “Open Public Bid Opportunities”).

## 2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

### 2.1 ABOUT PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland is the economic and urban development agency for the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that supports small businesses, improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones:

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

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

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

### 2.2 ABOUT THE PROJECT

- 2.2.1 **USPS Site.** USPS Site. The Broadway Corridor, specifically the USPS site, is identified in the City of Portland’s West Quadrant Plan as a key opportunity site for high-density employment and signature city attractions, connecting the Old Town/Chinatown and Pearl District neighborhoods. The Broadway Corridor is approximately thirty-two (32) acres and encompasses several Prosper Portland-owned properties, including the 14-acre United States Postal Service (USPS) site which houses three primary structures: the main USPS building, an adjacent parking garage, and the Vehicle Maintenance Facility at the northern edge of the property. Redevelopment of the Broadway Corridor and the USPS Property is anticipated to provide community benefit reaching beyond the project boundaries. The Development Planning Phase will result in a development strategy and identification

of public priorities for the full Study Area, as well as a formal Type III Land Use approval of a Master Plan for the USPS Property.

As part of the Broadway Corridor Development Planning phase, Prosper Portland has contracted with ZGF Architects to complete the Master Plan for the USPS site. Continuum Partners, of Denver, CO, was selected via a competitive Request for Qualifications and with input and recommendation of a public Steering Committee to provide development advisory services to Prosper Portland during the Development Planning phase. Prosper Portland construction is anticipating construction to commence by approximately 2022 concurrent with a required Line of Credit payment from Prosper Portland to the City of Portland.

- 2.2.2 **Current Status.** The USPS stopped mail distribution at this site in July 2018 and is currently in the process of dismantling and relocating the remaining distribution equipment and office equipment to its new location in Colwood in Northeast Portland. The USPS anticipates this process to be complete by January 2019. When the USPS has completely vacated the distribution area and office space, they will initiate the "Retail-Only" option of their lease agreement. The Retail-Only option reduces the size of their footprint of the building to the retail counter and post office box section of the main building and transfers the responsibility for operations and maintenance of the rest of the property to Prosper Portland.
- 2.2.3 **Property Management.** After the USPS initiates their "Retail Only" option, Prosper Portland will be responsible for maintaining the site until redevelopment starts. Prosper Portland will procure security, maintenance, landscaping, graffiti removal, and pest control for the site. Prosper Portland will also be responsible for all the utilities, systems and controls for the site. Prosper Portland may also be granted authority to operate the existing parking garage and surface parking as public parking. This would be managed by an existing contract.
- 2.2.4 **Retail Relocation.** Prosper Portland is currently working with Jones Lang LaSalle Brokerage, Inc. (JLL) to research potential locations which fit USPS's criteria for a new site for relocation. Relocating the USPS retail operations is a high priority for Prosper Portland. Once USPS' retail operations are relocated, demolition of the building can commence, setting redevelopment of the fourteen (14) acre property into motion.
- 2.2.5 **Main Building Demolition.** Prosper Portland's current timeline for full demolition of the main building is set for 2022, although, this is ultimately dependent on when the USPS retail is relocated. See Exhibit C for a high-level time of demolition activities. The demolition of the site will be subject to Prosper Portland's public contracting rules and monitoring by Prosper Portland. Solicitations for a demolition Construction Manager/General Contractor and Owner's Representative, if this scope is not being performed by the Consultant Team, are expected to be issued in the spring of 2019.

## 2.3 PROJECT GOALS

Prosper Portland is seeking a project management services provider (“Consultant Team”) to steward the USPS property as an asset (the “Project”) in the interim during master planning and prior to redevelopment commencing on the property. The Consultant Team will support Prosper Portland’s asset management functions with a full awareness of the broader development activities underway as part of the Broadway Corridor efforts. The Consultant Team will coordinate and monitor asset management and demolition related contracts; assist with Prosper Portland’s preparation of a Request for Proposals for a demolition contractor; and coordinate any events permitted on the surface lots. With the vast size and complexity of the USPS property, coordinating the various moving parts of monitoring and maintaining the property will require additional time and resources Prosper Portland does not have at this time.

## 2.4 CONSULTANT TEAM COMPOSITION

The Consultant is expected to assemble an experienced, multidisciplinary team that is committed to a creative and collaborative process. Team members must have expertise in project management, asset management, contract management and negotiations (including public contracts), facilities relocation, and construction services. Prosper Portland is not requiring that each skill be represented by a different consultant or subconsultant, only that the resource exists within the team. The Consultant Team must assign a dedicated “Consultant Team Project Manager” who will be the interface between the assigned Prosper Portland lead and other Consultant Team resources. The Consultant Team Project Manager is expected to make this Project a top priority and respond to Prosper Portland inquiries with limited notice.

## 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 SCOPE OF SERVICES (PHASE 1)

As part of the Phase 1 portion of the Project, the Selected Consultant Team, in consultation with Project Team members, shall develop and finalize a detailed Work Plan which is to be implemented in Phase 2 of the Project (see Section 1.3 of this RFP).

**3.1.1 Phase 1 Goals.** The Selected Consultant Team shall develop and finalize a Work Plan based on the Project goals listed in Section 2.3 of this RFP. The Selected Consultant Team may identify deliverables to achieve the goals of the Project. The intent of structuring the contract work in this manner is to allow maximum flexibility, creativity, and collaboration for Proposers to respond to this RFP and demonstrate a workable and effective approach for project implementation.

**3.1.2 Work Plan Requirements.** The Phase 1 Work Plan must include:

- a) Detailed project schedule (Broadway Corridor project schedule to be shared with Consultant Team)

- b) Narrative list of activities and deliverables by major task heading based upon the schedule
- c) Specific Consultant Team members assigned to perform the tasks and activities
- d) Roles and responsibilities between Consultant Team and Project Team members
- e) Project coordination and communication protocols (e.g., meeting frequency)
- f) Any requires support and resources provided by Prosper Portland to support Consultant's work
- g) Phase 2 price proposal and payment schedule (see section 5.3.2 below)

It is assumed that the Work Plan will include, at a minimum, the following elements:

- Project Management
- Asset Management
- Contract Management
- Event Use Coordination
- Relocation Coordination
- Construction Management

3.1.3 **Meetings and Presentation.** The Selected Consultant Team shall attend and/or present work products at the following meetings, onsite at Prosper Portland offices:

- A **one and a half (1.5) hour kick-off meeting** to validate the scope, schedule and expectations of the Phase 1 work; as well as discuss Project Team and Consultant Team communications, roles and responsibilities and other aspects of the Project.
- A two (2) hour meeting to **present and discuss the draft deliverable** from task 3.1.2 above. The Project Team will then be given time to review and comment on the draft deliverable, returning to the Selected Consultant Team a single copy with all comments incorporated.
- After further conversation with the Project Team and incorporation of all changes noted in the draft deliverable, the Selected Consultant Team will **present and discuss the final deliverable** to the Project Team in a two (2) hour onsite presentation.

Other correspondence will be handled through email and phone conversations between the Prosper Portland Project Manager and the Selected Consultant Team Project Manager.

## 3.2 PROJECT SCHEDULE

The following schedule is tentative and subject to further review and revision. Proposers should use the schedule as a framework when considering the work required by this RFP and the Phase 2 work.

Project Phase	Due Date for Deliverables
<b>Phase 1 (Development of the Work Plan)</b>	
Anticipated Effective Date for the Phase 1 Contract	November 1, 2018
Development of the Work Plan	Four weeks after Phase 1 Contract Effective Date
Anticipated Finalization of the Work Plan	Six weeks after Phase 1 Contract Effective Date
<b>Phase 2 (Implementation of the Work Plan)</b>	
Anticipated Effective Date for the Phase 2 Contract	December 31, 2018 (Tentative)
Project Management	Ongoing
Coordinate Relocation of USPS Retail	December 31, 2018 thru December 31, 2020
Support Prosper Portland Asset Management	December 31, 2018 thru December 31, 2020
Coordination with Broadway Corridor Master Planning	December 31, 2018 thru June 30, 2020
Coordination of Demolition of USPS Buildings	January 1, 2010 thru December 31, 2022

## 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. **Submissions should include experience, key personnel and subconsultants for both Phase 1 and Phase 2 work.**

**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 directly address the following submittal requirements.

### 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:

- 4.1.1 A brief history of your firm and the services your firm proposes to provide Prosper Portland
- 4.1.2 A list of any subcontractors or subconsultants that will be working on the project, including a brief description of their role
- 4.1.3 Contact information for your primary point of contact for this RFP (e.g., name and role, phone number, email address)

## 4.2 PROPOSAL STATEMENT

Provide a proposal statement which describes your understanding of the Project and the outlined in Sections 2.2 and 3.1 of this RFP. The Proposal Statement must include:

- 4.2.1 The sequence of activities in Phase 1 to be undertaken, with a description of each activity
- 4.2.2 Your statement of interest and willingness to implement the work plan if your firm is a) selected to perform the Phase 1 work and b) the Project Team requests that your team implement the Work Plan in Phase 2 of the Project (see Section 1.3 of this RFP above)
- 4.2.3 An organization chart of the proposed Consultant Team (including any subcontractors or subconsultants)
- 4.2.4 The Proposal Statement should also describe your high-level vision for managing the various scopes of work outlined for Phase 2 of the contract (understanding this will be developed more fully in Phase 1).

## 4.3 QUALIFICATIONS AND EXPERIENCE OF CONSULTANT TEAM

Describe the experience your firm and each firm in your proposed team has in providing services similar to those described in this RFP. For this section include:

- 4.3.1 Demonstrated experience, on the part of your firm and/or any firm in your proposed team, with those skills needed to perform the work described in this RFP.
- 4.3.2 Description of experience Consultant Team members have in working together, especially on projects similar to those described in this RFP
- 4.3.3 Indicate the management and organizational capacity of your firm and each firm in your proposed Consultant Team, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
- 4.3.4 A short but complete profile of each key individual proposed to perform specified tasks under the Contract (the “Key Personnel”), including their work history, education, key project experience, and pertinent professional qualifications and certifications (Limit: one page per person)
- 4.3.5 A description of your Project Manager’s experience with similar projects
- 4.3.6 List similar services your firm and/or any firm in your proposed Consultant Team has provided to other public agencies

Proposer’s Key Personnel are expected to be available for the duration of an awarded contract(s). Acknowledge this by submitting a general statement of commitment on behalf of the Proposer and each Consultant Team member regarding availability of the Key Personnel for Phase 2, if selected to implement the Work Plan.

## 4.4 RELATED PROJECTS AND REFERENCES

- 4.4.1 Provide a list of **three or four (3-4)** past projects – between all Consultant Team members (not individually) – of similar scope and scale as that generally described in this RFP. For each of the projects listed, provide the following:

- o A short summary of the project, highlighting scope and other similarities
- o Key personnel / team members involved, and their responsibilities
- o Approximate delivery timeline
- o Outcomes as a result your firms' involvement

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

- 4.4.2 **Project References.** For **at least two (2)** of the projects listed in the preceding section, supply reference information for Prosper Portland to contact regarding the quality of your firm's work as well as cost, scope, and schedule control. References may or may not be contacted. For each reference, include the name of the client and a contact name with phone number and email address.

#### 4.5 CORPORATE RESPONSIBILITY

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 State-certified Disadvantaged Business, Minority Owned, Women Owned and Emerging Small Business enterprises (collectively, "Certified Firms").

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-five percent (25%) in awarding contracts to Certified Firms. Proposing firms are encouraged to use Oregon's Certification Office for Business Inclusion and Diversity (COBID) website for identifying potential Certified Firm subcontractors and partners: (<https://oregon4biz.diveristysoftware.com/FrontEnd/VendorSearchPublic.asp>)

All Proposers shall address the following in their proposals:

- 4.5.1 **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.
- 4.5.2 **Subcontracting with Certified Firms.** Please list all scopes of work being performed by subcontractors, the specific dollar amount, 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 State certified firms utilized as subcontractors. The listed dollar amount and specific firms must correspond with the final contract.
- 4.5.3 **Workforce Diversity and Community Involvement**
- Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
  - Give the percentage of management to staff, including percentage of women and people of color in those areas.

- How do you approach internal on the job training, mentoring, technical training and/or professional development opportunities for women and people of color?

#### 4.5.4 Sustainable Business Practices

- List the top three actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, used 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 Contract Manager.

## 4.6 PRICE PROPOSAL

4.6.1 **Phase 1 Work.** Propose the total estimated cost to effectively complete the Phase 1 Work Plan described in sections 3.1.2 and 3.1.3 of this RFP for a fixed price, broken out by the following deliverables:

- Kick-off meeting
- Draft Work Plan (including presentation meeting)
- Final Work Plan (including presentation meeting)

4.6.2 **Hourly Fees.** Include a schedule of hourly fees of all Key Personnel and other integral team members that will form the basis of service costs if selected to implement Phase 2. (See also Section 5.3.2 below.)

#### 4.6.3 General Pricing Instructions

- A RANGE OF HOURLY RATES IS NOT ACCEPTABLE
- Hourly rates must include all wages, benefits, indirect costs, general and administrative expenses, and profit
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

## 4.7 PROPOSER CERTIFICATION

Complete and return EXHIBIT A of this RFP, the “Proposer Certification,” with your proposal.

SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP	
<b>EVALUATION CRITERIA (SCORED)</b>	<b>MAXIMUM POINTS</b>
➤ Proposal Statement	10 Points
➤ Qualifications and Experience of Consultant Team	20 Points
➤ Related Projects and References	20 Points
➤ Corporate Responsibility	10 Points
➤ Price Proposal	15 Points
<b>Total Available Points</b>	<b>75 Points</b>
<b>NON-SCORED SUBMITTAL REQUIREMENTS</b>	
➤ Cover Letter	Not Scored
➤ Proposer Certification	Not Scored

## 5.0 CONTRACT REQUIREMENTS

### 5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Consultant”) will be invited to enter into a Personal Services Contract with Prosper Portland (the “Contract”). The Contract will become effective upon execution by both parties; commencement of work will be ordered upon Prosper Portland’s issuance of a Notice to Proceed to the Consultant.

### 5.2 CONTRACT TERMS AND CONDITIONS

The terms and conditions that will govern the Contract can be found on Prosper Portland’s website [at this location](#).<sup>1</sup> **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 TERMS

5.3.1 **Consulting Fees for the Phase 1 Work.** See Section 4.6.1 of this RFP. Any subsequent change to the Phase 1 Consulting Fees after execution of the Contract will be implemented by a written amendment to the Contract.

5.3.2 **Consulting Fees for the Phase 2 Work.** Prosper Portland is open to alternate payment methods for the Phase 2 work, including service payable:

- Payment on a time and material-basis using a schedule of hourly rates and reimbursable expenses (see Section 4.6.2 above)
- For a fixed price upon the completion of certain milestones

<sup>1</sup> [http://prosperportland.us/wp-content/uploads/2017/04/PSC\\_Template\\_Over-50K.pdf](http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf)

- As a fixed monthly retainer; or,
- Some combination hereof or alternate payment method(s).

In any event, the Selected Consultant Team must provide sufficient information to allow Prosper Portland as part of the Phase 1 Work Plan to estimate and negotiate the total contract price for the Phase 2 services.

5.3.3 **Prosper Portland Payment Terms.** NET 30 DAYS from the date of all properly prepared invoices.

## 5.4 CONTRACT(S) BUDGET

Phase 1 and Phase 2 Contract's budget will be determined based on the successful Consultant Team's proposal.

## 5.5 CONTRACT TERM

The initial term of the Phase 1 Contract will be for a period of approximately two (2) months which may be extended upon the mutual written agreement between the parties to that contract. The duration of the Phase 2 Contract, if awarded, will be subject to the Work Plan devised in Phase 1 of the Project.

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

## 6.0 CONDITIONS OF THIS RFP

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

- 6.1 **Reservation of Rights.** Prosper Portland, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279B.100; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer's past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates Prosper Portland to award a contract from this RFP.

### 6.2 Proposal Preparation and Submission Instructions

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

- **One (1) original** proposal
- **Six (6) photocopies** of the same pages
- **One (1) electronic copy** on a USB flash drive or CD-ROM in either Adobe Acrobat or MS Word

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

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

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

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

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

6.2.4 **Sustainability of Proposal.** Prosper Portland strongly discourages the submission of corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. **Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled.** Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing 100% post-consumer waste content. Double-sided printing is strongly preferred.

6.3 **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](http://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**
- 6.9.1 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.
- 6.9.2 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."**
- 6.9.3 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.
- 6.9.4 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.
- 6.9.5 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.”
- 6.9.6 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.

- 6.10 **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 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).
- 6.13 **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 **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:
- 6.14.1 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.
  - 6.14.2 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.

- 6.14.3 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.
  - 6.14.4 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.
  - 6.14.5 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.
  - 6.14.6 If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.11 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.
- 6.15 **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.
- 6.16 **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.

- 6.17 **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.
- 6.18 **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.
- 6.19 **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.

[Remainder of page intentionally left blank]

**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 18-04, Pre-Development Project Management Services: USPS Site**

- 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.

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**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: \_\_\_\_\_

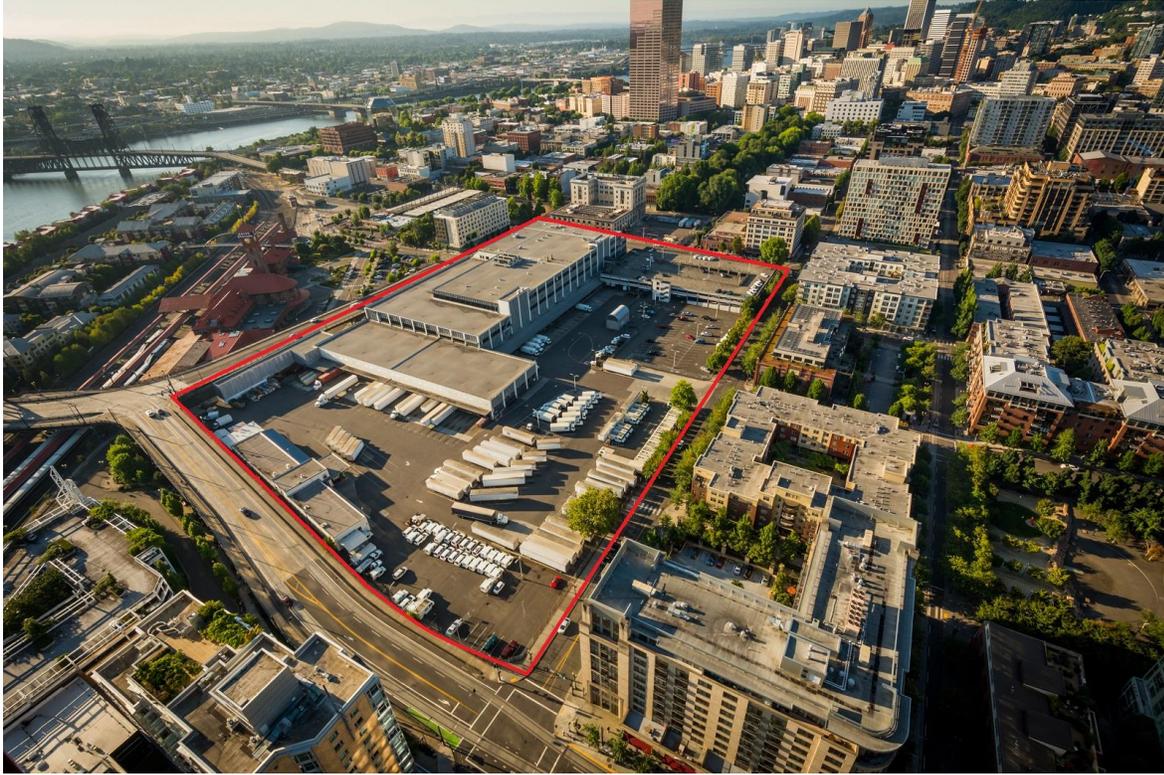
## EXHIBIT B. USPS SITE AERIALS



Southeast corner, NW Broadway and NW Hoyt Street, of site looking northwest



Southwest corner, NW Hoyt Street and NW 9<sup>th</sup> Avenue, of site looking northeast



Northeast corner, NW Lovejoy Street and NW 9<sup>th</sup> Avenue, of site looking southeast

## EXHIBIT C. DEMOLITION SCHEDULE

### Preliminary High- Level USPS Demolition Schedule

	Q2 2019	Q3 2019/20	Q4 2020	Q5 2020	Q6 2020	Q7 2021	Q8 2021	Q9 2021	Q10 2021	Q11 2022	Q12 2022	Q13 2022	
June-Aug	Sept- Nov	Dec-Feb	Mar- May	June- Aug	Sept- Nov	Dec- Feb	Mar- May	June- Aug	Sept- Nov	Dec- Feb	Mar- May	June	
<b>Contracting- 6 months</b>													
<b>Owners Rep</b>		<b>Preconstruction Permitting- 10 months</b>											
<b>Design Team</b>		<b>Work Plan</b>				<b>Early Work/Demolition- 18 months</b>							
		60-90%	100%										
	CM/GC	CD's	CDs				<b>Abatement</b>						
			CM/GC/Negotiation				<b>Demolition</b>						
				Board									
				Approval									
				Permitting								<b>Site Restoration</b>	