REQUEST FOR PROPOSALS #16-12
BROADWAY CORRIDOR DEVELOPMENT:
SUBJECT MATTER EXPERTS FOR OWNER’S
REPRESENTATIVE TEAM

Proposals Due: March 8, 2017
by 2:00 PM (Pacific)

Direct all questions and submit one (1) electronic proposal in PDF (on a CD-R or thumb-drive) to PDC’s
SOLE POINT OF CONTACT for this RFP:

Daniel Spero, CPPB
Professional Services Manager
Portland Development Commission
222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-3291
SperoD@pdc.us (email)
http://www.pdc.us/ (www)

PDC encourages the participation of certified minority-owned, women-owned, disadvantaged
businesses, 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: Broadway Corridor Development: Subject Matter Experts for Owner’s Representative Team

Solicitation Number: RFP #16-12
Solicitation Coordinator: Daniel Spero, Professional Services Manager
Contact Information: (503) 823-3291 (direct)
SperoD@pdc.us (email)

Proposal Delivery Location: Portland Development Commission
Attn: Daniel Spero, Professional Services
222 NW 5th Avenue
Portland, OR 97209

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission (“PDC” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from different specialists (“Proposer’s” or “you(r)”) to serve on an Owner’s Representative Team for the Broadway Corridor Development. PDC intends to award multiple contracts from this RFP.

1.3 SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change this schedule for any reason.

<table>
<thead>
<tr>
<th>Solicitation or Contract Award Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>February 17, 2017</td>
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<tr>
<td>Deadline for Questions and Requests for Changes*</td>
<td>February 28, 2017</td>
</tr>
<tr>
<td><strong>PROPOSAL DUE DATE AND TIME</strong> (no later than)</td>
<td><strong>WEDNESDAY, MARCH 8, 2017</strong> by 2:00 PM (Pacific Time)</td>
</tr>
<tr>
<td>Finalist Interviews (optional, tentative)</td>
<td>March 16 – 17, 2017</td>
</tr>
<tr>
<td>Notice of Intent to Award, Issued (tentative)</td>
<td>March 17, 2017</td>
</tr>
<tr>
<td>Deadline for Protest of Intent to Award</td>
<td>Seven (7) calendar days after Notice of Intent to Award is released</td>
</tr>
<tr>
<td>Contract Effective Date (anticipated)</td>
<td>March 24, 2017</td>
</tr>
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</table>

* PDC 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 PDC’s website at www.pdc.us/bids (under “Open Public Bid Opportunities”).
2.0 PDC AND PROJECT BACKGROUND

2.1 ABOUT THE PORTLAND DEVELOPMENT COMMISSION

Created by Portland voters in 1958, PDC has been a driving force in Portland’s reputation for vibrancy and livability. As Portland’s urban renewal and economic development agency, PDC seeks to create one of the world’s most globally competitive, healthy, and equitable cities by investing in job creation, placemaking, and economic opportunity throughout Portland.

PDC’s Strategic Plan directs our efforts and investments toward five mutually-reinforcing goals:

- Create healthy, complete neighborhoods throughout Portland
- Provide access to high-quality employment for Portland residents
- Foster wealth creation within communities of color and low-income neighborhoods
- Form 21st century civic networks, institutions, and partnerships
- Operate an equitable, innovative, and financially sustainable agency

PDC engages in public-private partnerships to revitalize key commercial corridors and pursue catalytic redevelopment projects with a focus on maximizing the social and financial return for the city. PDC also helps existing and new businesses navigate a wide variety of resources, assists businesses in evaluating Portland as a viable and effective location where a company can thrive, and connects business owners with financial and technical programs that can give their companies a competitive edge. View our website at [http://www.pdc.us](http://www.pdc.us).

2.2 PROJECT OBJECTIVES AND GOALS

The Broadway Corridor area is approximately twenty-four (24) acres and encompasses several PDC-owned properties, including the recently acquired fourteen (14) acre United States Postal Service (“USPS”) site, located on the western half of the study area. Additionally, PDC owns Blocks Y and R and Union Station (see map to the right).

The Broadway Corridor, and more particularly 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. Towards that end, PDC acquired the US Postal Service property in 2016 in partnership with the Portland Housing Bureau (“PHB”) and the support of the Portland City Council. The US Postal Service is in the process of constructing a new facility elsewhere in the

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Portland region and anticipates relocating off this site in late 2018. In 1987 PDC acquired the historic Union Station, the region’s active multimodal hub for Amtrak passenger rail and regional bus and light rail services. PDC aims to activate the station and other adjacent parcels they currently own along NW 6th Avenue as a gateway to the city and surrounding neighborhood (see the project area in context with wider city to the right).

PDC is initiating a multi-phase process to determine the development strategy for the area (“Project”). This work will build upon the Broadway Corridor Framework Plan, adopted by PDC and the Portland City Council in Fall 2015. The process will include:

- Solicitation of a development partner(s), anticipated to occur June – September 2017; and
- Preparation of a master plan to entitle future development, in coordination with the definition of required public benefits and robust community engagement. This work is anticipated to occur October 2017 – December 2018.

Zimmer Gunsul Frasca (“ZGF”) will serve as the prime consultant leading the efforts to prepare the master plan. Additional information is available on PDC’s website.

The Owner’s Representative Team (“Team”) will advise PDC and PHB on topics including how to best take the development opportunity to market in a way to maximize the site’s unique potential as a centrally located job center for the region; how to negotiate and structure land transactions, financial investments, and related agreements; and how to maximize financial, social equity, and community benefits. The Team will include leadership from the Mayor’s Office, PDC, and PHB. **PDC is issuing this RFP to seek three (3) external members to participate on the Team:**

1) **Brokerage / Capital Market** – advise on how to take the development to market and structure transactions to maximize value.

2) **Social Equity** – advise on how to negotiate a community benefits agreement (“CBA”) and deliver meaningful and equitable community benefits.

3) **Infrastructure Partnerships** – advise on how to structure partnerships and identify and secure funding, particularly for multi-modal transportation functions and district-wide infrastructure systems.

**PDC anticipates awarding three (3) contracts from this RFP; one (1) for each major scope item in section 3.0 below.** Examples of future Project needs are further described below.
2.3 STRATEGIC ALIGNMENT

One of PDC’s primary objectives for the Project is to pursue redevelopment of the Broadway Corridor consistent with the values embodied in PDC’s Strategic Plan (the “Plan”). The Plan focuses PDC’s efforts on fostering widely shared prosperity among all residents of Portland. We anticipate pursuing planning and redevelopment of the Broadway Corridor with an intentional focus on ensuring all communities have an equitable opportunity to engage in and benefit from the new investment, jobs, retail, institutional uses, and mixed income housing that will be generated in the district. Simultaneously, PDC is undertaking a new business plan which requires increased financial self-sufficiency in service of the goals of the agency’s Strategic Plan. As such, we strongly encourage proposals from individuals and/or firms that have experience with public private partnerships and who embrace and reflect these values in their firms’ work approach and composition.

3.0 STATEMENTS OF WORK

This section describes, at a minimum, PDC’s expectations for each Consultant awarded a Contract from this RFP.

3.1 BROKERAGE / CAPITAL MARKET EXPERT (“BROKERAGE EXPERT”) SCOPE OF WORK

The Project is anticipated to attract national and even international interest from developers and investors. PDC and its stakeholders have high expectations for the quality of development, benefits to the community, and the density of jobs that can be derived by maximizing the development opportunity. The Project also represents one of the largest opportunities for pursuing the objectives of PDC’s business plan. The Brokerage Expert will assist PDC to evaluate proposers and to evaluate alternatives for structuring a disposition and development agreement (“DDA”) leading to a successful real estate transaction, with a particular eye towards optimizing the site’s potential to house a significant number of accessible, high wage jobs for the region and create wealth creation opportunities for smaller, diverse developers. PDC is seeking a consultant to advise PDC on these efforts as part of an Owner’s Representative Team. Additional services may be identified based on Project need.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Schedule</th>
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| a.1  | **Owner’s Representative Team: Brokerage Expert**  
Provide technical expertise and advice to PDC on brokerage and capital markets, including review and comment on draft Project materials and recommendations (provided by PDC and other Project consultants).  
Prepare for and participate in Owner’s Representative Team Meetings. PDC anticipates two meetings per month during Team start-up and developer selection. Meetings would be less frequent during the master planning phase and resume bi-monthly frequency during negotiations of a development agreement. Meetings would begin April 2017 and continue through December 2018. | March 27, 2017 – December 2018 |
### Deliverables:
- Approximately forty (40) Owner’s Representative Team meetings alternating between conference calls and in-person meetings. Assume one hour per meeting.
- Review of draft Project materials and recommendations

#### a.2 Additional Services
At PDC’s discretion, PDC may elect to enter into additional contracts with the selected Brokerage Expert. Any future scopes of work will be defined based on Project needs. Sub-consultants may be identified in future contracts as necessary to provide expertise necessary for the Project. Examples of required services may include:
- Identification of developers and cultivation of proposals
- Financial feasibility analysis
- Marketing materials
- Tenant and corporate recruitment

### Deliverables:
- To be determined

### 3.2 SOCIAL EQUITY EXPERT ("EQUITY EXPERT") SCOPE OF WORK
The Project is anticipated to advance PDC’s goal of widely shared prosperity and deliver benefit to people of color and low income people who have not benefited from, or were even harmed by, urban renewal in the past. Opportunities for community benefits include, but are not limited to:
- Business and workforce equity requirements on construction projects;
- Anchor tenanting strategies to maximize workforce diversity and improve access to career-path employment;
- Tools for wealth creation within communities of color such as development rights, investment opportunities, or employee stock ownership;
- Creation of funding streams for off-site workforce development or other community development initiatives;
- Provision of retail tenanting opportunities in affordable commercial space;
- Affordable housing; and
- Public space designed and programmed to be comfortable for diverse community members.

PDC is seeking a consultant with a proven track record of incorporating community input into ongoing processes and experience with community accountability efforts to advise PDC on these efforts as part of an Owner’s Representative Team. Additional services may be identified based on Project need.
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<th>Task</th>
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<th>Schedule</th>
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| b.1  | **Owner’s Representative Team: Equity Expert**  
Provide technical expertise and advice to PDC on socially equitable process, tools, and outcomes. Includes review of draft Project materials and recommendations (provided by PDC and other Project consultants) and providing comments and input.  
Prepare for and participate in Owner’s Representative Team Meetings. PDC anticipates two meetings per month during Team start up and developer selection. Meetings would be less frequent during the master planning phase and resume bi-monthly frequency during negotiations of a development agreement. Meetings would begin April 2017 and continue through December 2018. 

**Deliverables:**  
- Approximately forty (40) Owner’s Representative Team meetings alternating between conference calls and in-person meetings. Assume one hour per meeting.  
- Review of draft Project materials and recommendations | March 27, 2017 – December 2018 |
| b.2  | **Additional Services**  
At PDC’s discretion, PDC may elect to enter into additional contracts with the selected Equity Expert. Any future scopes of work will be defined based on Project needs. Sub-consultants may be identified in future contracts as necessary to provide expertise necessary for the Project. Examples of required services may include:  
- Participation in or facilitation of Community Benefit Agreement (CBA) working group meetings  
- Participating in or leading community engagement primarily with communities of color  
- Training or other approaches to building capacity for successful CBAs  
- Outreach to people and organizations who can implement CBA elements  
- Recommending governance structures to ensure community benefit oversight and performance over the life of the Project.  

**Deliverables:**  
- To be determined | To be determined |
3.3 ACTIVE INFRASTRUCTURE PARTNERSHIPS SUBJECT MATTER EXPERT ("INFRASTRUCTURE EXPERT") SCOPE OF WORK

The Project is anticipated to include the evaluation of several opportunities for district-wide partnerships, including public-private partnerships and/or partnerships between public agencies particularly given significant regional multimodal infrastructure at the eastside of the Corridor. The Project also represents one of the largest opportunities for pursuing the objectives of PDC’s new business plan. Examples include:

- Assessing the potential to optimize and fund multi-modal transportation functions to complement adjacent development, including implementing improvements to Union Station to address code deficiencies and enhance activation and integration of the facility into the surrounding development; accommodating current and future regional transit needs, including TriMet’s plans for a new bus rapid transit line terminus and potential future light rail expansions; and, right-sizing Greyhound’s presence in the district.

- Assessing the potential to establish a district-scale utility (or multi-utility, if appropriate) to develop, finance, and operate district infrastructure systems. District infrastructure systems to be evaluated include energy (including conventional and renewable generation); water (potable, non-potable, wastewater, and storm-water); and waste management.

- Addressing long-term operations, programming, maintenance, and affiliated funding strategies for public places contemplated in the forthcoming Broadway Corridor Master Plan, including the identification of contracting opportunities to support the growth of diverse small businesses.

PDC is seeking a consultant to advise PDC on these efforts as part of an Owner’s Representative Team. Additional services may be identified based on Project need.

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<th>Task</th>
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<th>Schedule</th>
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| c.1  | **Owner’s Representative Team: Infrastructure Expert**  
Provide technical expertise and advice to PDC in the area of infrastructure finance as described above, including review and comment on draft Project materials and recommendations (provided by PDC and other Project consultants).  
Prepare for and participate in Owner’s Representative Team Meetings. PDC anticipates two meetings per month during Team start up and developer selection. Meetings would be less frequent during the master planning phase and resume bi-monthly frequency during negotiations of a development agreement. Meetings would begin April 2017 and continue through December 2018.  
**Deliverables:**  
- Approximately forty (40) Owner’s Representative Team meetings alternating between conference calls and in-person meetings. Assume one hour per meeting.  
- Review of draft Project materials and recommendations | March 27, 2017 – December 2018 |
c.2 **Additional Services**  
At PDC’s discretion, PDC may elect to enter into additional contracts with the Infrastructure Expert. Any future scopes of work will be defined based on Project needs. Sub-consultants may be identified in future contracts to provide expertise as necessary for the Project. Examples of future additional services may include:

- Participation in Project meetings with other consultants and/or stakeholders focused on in-depth technical analysis of Project recommendations
- Representing PDC in negotiations of partnership agreements related to infrastructure components of the Project either with other public entities at a local, regional, state or federal level
- Developing and pursuing funding strategies for infrastructure components of the Project

**Deliverables:**
- To be determined

PDC reserves the right to modify, add, and/or remove certain tasks or activities prior to Contract execution or though equitable amendment to the Contact after execution.

### 4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality, Project applicability, and competitiveness of your proposal with the following Evaluation Criteria and the needs of PDC. 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. **PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.**

**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, PDC 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 you, your firm or your organization, and which scope of service you are offering to PDC (i.e., Brokerage Expert, Equity Expert, or Infrastructure Expert). Also include the name, mailing address, phone number, and email address of your primary point of contact for this RFP.
4.2 QUALIFICATIONS AND EXPERIENCE
Provide a description of your experience in providing the scope of service you’re offering to provide – Brokerage, Equity, or Infrastructure – described above. For this section also include:

- Number of years your firm has been in business, general scope of services provided, current principal area(s) of expertise, and current number of employees.
- Demonstrated experience with structuring public private partnerships either via land based, financial, or community benefit agreements.
- Experience working across multiple perspectives and interest groups to realize implementation of recommended approaches and strategies.
- A short but complete profile of the key individual proposed to serve on the Owner’s Representative Team (the “Key Personnel”), including their work history, key project experience, and pertinent professional qualifications and certifications.
- A short summary of additional recommended services your firm can provide that may be of value to the Project. Include a short profile of additional key individuals (if any) proposed to perform the recommended tasks, including their work history, key project experience, and pertinent professional qualifications and certifications.
- A discussion of your capacity to respond to the demands associated with this work including critical deadlines.

4.3 PREVIOUS RELATED PROJECTS

- Previous Related Projects. Provide a list of no more than four (4) past projects similar to the scope you’re offering. For each project, provide the following:
  - A short summary of the project, highlighting scope and other similarities
  - Key personnel involved and their responsibilities
  - Work products generated
  - Approximate delivery timeline

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

- Project References. For at least three (3) of the projects listed in the preceding section, supply reference information for PDC 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, contact person, and the contact’s phone number and email address.

4.4 PROJECT VISION AND METHODOLOGY

Explain how you will satisfy the requirements of the Contract for your proposed scope of work. Comments and suggestions for improvements on the approach and scope of work are welcome. Input may be provided on the tasks, project schedule (including the time allotted to complete portions of the work), opportunities to obtain efficiencies and combine activities or work products, or ways of encouraging
PDC encourages creativity and innovation for all aspects of the proposed project approach and methodology.

4.5 FEE PROPOSAL

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

- **Hourly rates** or **cost per meeting** for all personnel proposed to perform work under the Contract, by name and title or by title alone (all Key Personnel must be identified by name)
- Estimated **number of hours** each personnel will be expected to complete each task, by major task heading
- Any direct or indirect **reimbursable expenses**, including travel expenses (see below) and those of subcontractors. 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 (including subcontractor costs) must not exceed 10%.

**General Pricing Instructions**

- A RANGE OF HOURLY RATES IS NOT ACCEPTABLE
- Hourly rates must include all wages, indirect costs, general and administrative expenses, and profit.
- To facilitate evaluation, the Price Proposal should be itemized by the major task headings in the “Statement of Work” section of this RFP
- All unspecified costs shall be borne by the Contractor
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

**Travel Expenses.** If travel will be required to complete services under the Contract, propose a summary of such travel. This summary must include: (1) destination(s); (2) name(s) and/or title(s) of Key Personnel traveling; (3) travel days, plus days onsite; (4) method of local travel; (5) cost per Consultant personnel; and, (6) total estimated travel cost.

Under the contract awarded from this RFP, Consultant must receive prior written authorization from PDC for all travel. Except for meals, Consultant must supply copies of receipts to support expense reimbursement. Consultant shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. As such, limit proposed travel expenses in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles*
- Meals and incidental expenses must be calculated using the current U.S. General Services Administration (“GSA”) per diem rate for Portland, Oregon with the first and last day of travel prorated accordingly
• Automobile travel using Key Personnel’s privately-owned vehicles ("POV") to and from an airport will be reimbursed at the current GSA rate for POVs and the lesser of: (a) the distance from the Key Personnel’s residence to the airport or (b) the distance from the Key Personnel’s place of business to the airport; local ground travel using Key Personnel(s)’ POV will be reimbursed at the same rate

• Travel costs will be reimbursed at direct cost (i.e. without mark-up)

* Proposers should note that Portland, Oregon has an excellent regional public transit system¹, including light rail transportation from the Portland International Airport (PDX) to downtown Portland. PDC strongly encourages the use of public transportation for all local transit in the performance of work under the Contract.

4.6 UTILIZATION OF CERTIFIED FIRMS (Mandatory)

Through its policy on Equity, PDC aims to ensure fair and equitable opportunities for Portland’s diverse populations, promote prosperity in all segments of Portland’s diverse communities, and expand competition in the market through explicit agreements with developers and contractors benefiting from the public investment, particularly Certified Firms. As used herein, Certified Firms include those minority-owned ("MBE"), women-owned ("WBE"), disadvantaged ("DBE"), and emerging small businesses ("ESB") certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity ("COBID"). 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 COBID? If so, provide a copy of the COBID’s approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.

• Subcontracting Plan. Do you intend to subcontract any element of the work described in this RFP to Certified Firm? 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)?

• Innovation. Describe any innovative or successful measures your firm has undertaken to work with or attempt to work with Certified Firms on previous projects.

PDC encourages you to do one or more of the following to learn more about Certified Firms:

• If applicable, apply to become a Certified Firm.

• Contact the Metropolitan Contractor Improvement Partnership (MCIP) for assistance with identifying and contacting capable and available Certified firms. MCIP can be reached at: (503) 288-1211 (phone), 503-288-5786 (fax), Chris@mcip-pdx.org (email), or www.mcip-pdx.org (website).

¹ http://trimet.org/
• Initiate and sponsor one-on-one meetings and project orientation sessions with potential Certified Firms to review Project specifications and requirements, and discuss guidelines for successful prime contractor/subcontractor partnerships.

• Find Certified Firm with in COBID’s directory.

• Attend an Oregon Association of Minority Entrepreneurs ("OAME") A&E / Contractors meeting and visit OAME’s website.

• Attend the National Association of Minority Contractors-Oregon (NAMC-Oregon) monthly membership meeting to announce potential sub-contracting opportunities. (www.namc-oregon.org)

Proposers must respond to this submittal requirement in some way to be considered responsive to this RFP, even if they have not previously subcontracted work to Certified Firms and/or do not intend to create any subcontractor relationships with any Certified Firm for the work described in this RFP.

4.7 PROPOSER CERTIFICATION

Complete and return Section 8.0 of this RFP, “Proposer Certification,” with your proposal.

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<thead>
<tr>
<th>EVALUATION CRITERIA (SCORED)</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>➢ Qualifications and Experience</td>
<td>20 Points</td>
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<tr>
<td>➢ Previous Related Projects</td>
<td>20 Points</td>
</tr>
<tr>
<td>➢ Project Vision and Methodology</td>
<td>20 Points</td>
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<tr>
<td>➢ Price Proposal</td>
<td>20 Points</td>
</tr>
<tr>
<td>➢ Utilization of Certified Firms</td>
<td>20 Points</td>
</tr>
<tr>
<td><strong>Total Available Points</strong></td>
<td><strong>100 Points</strong></td>
</tr>
</tbody>
</table>

| NON-SCORED SUBMITTAL REQUIREMENTS           | Not Scored     |
| ➢ 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 PDC (the “Contract”). The terms and conditions that will govern the Contract can be found on PDC’s website here. Any requested changes to PDC’s standard terms and conditions must be disclosed in your proposal or will be deemed waived. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon PDC’s issuance of a Notice to Proceed to the Consultant.
5.2 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 reimbursable rate schedules. PDC 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.

5.3 CONTRACT BUDGET
PDC’s budget for each Contract is approximately $15,000 – 25,000. This estimate includes preparation and participation in the Owner’s Representative Team Meetings. It does not include any additional services or travel expenses.

5.4 ADDITIONAL SERVICES
PDC may elect to enter into additional contracts with the Consultants awarded a Contract from this RFP or amend the original Contract for additional tasks related to development of the Broadway Corridor. Any future scopes of work will be defined based on Project needs. Sub Consultants may be identified in future contracts as necessary to provide expertise necessary for the Project.

5.5 CONTRACT TERM
The initial term of the Contract will be for a period of approximately twenty-one (21) months which may be extended upon the mutual written agreement between the parties to the Contract.

5.6 CONTRACT COMPLIANCE
Consultant must comply with the following before PDC 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 with the City of Portland.

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, 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 PDC 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 PDC’s Local Contract Review Board Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

6.1 **Reservation of Rights.** PDC, 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 PDC 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 PDC 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 on CD-ROM in either Adobe Acrobat or MS Word

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

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

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 PDC’s Contract Opportunities website ([www.pdc.us/bids](http://www.pdc.us/bids)) to check for any addenda that have been issued for this RFP. PDC 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 PDC and modifying their proposal accordingly.

6.6 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and PDC 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 PDC Board of Commissioners or any PDC employee not specifically
named in this RFP, except upon invitation by PDC in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. PDC 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 **Cooperative Purchasing.** Proposers agree to extend similar prices and services under the same terms and conditions to all public agencies in the state of Oregon. The requirements and expected needs stated in this RFP reflect only those of PDC. A public agency in Oregon wishing to utilize like services from the Consultant(s) selected from this RFP will execute its own contract for its requirements without liability to PDC. Any Proposer, by written notification included with their proposal, may decline to extend these services, prices, and terms of this RFP to any and/or all other public agencies.

6.11 **Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of PDC 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. PDC 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 PDC 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 PDC has issued its Notice of Intent to Award.

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

6.13 **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 PDC 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 PDC agrees to the withdrawal or modification in writing.

6.14 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. A responsive proposal is a proposal that substantially complies with all required submittal procedures and requirements. This evaluation committee will include staff of PDC 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, Project applicability, and competitiveness of each Proposer’s written response as well as any relevant information that PDC may subsequently request or discover. PDC will then add individual committee members’ scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).

6.15 **Interviews (Optional).** At PDC’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.

6.16 **Selection Process.** If interviews are not conducted, PDC will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, PDC 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 make an award decision based on the cumulative 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, PDC may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to PDC, 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. PDC reserves the right to use any information or reference that may be discovered. PDC 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, PDC will name an 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 issues, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.

6.19 **Protest of Selection Process.** Any protest of PDC’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 PDC has issued its NOIA and resolved all protests, PDC 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 PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC 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 PDC cancels this RFP.
7.0 PROPOSER CERTIFICATION

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

RFP #16-12, Broadway Corridor: Owner’s Representative Team

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

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.

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

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 PDC.

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 PDC; 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 PDC officer or employee that is not clearly disclosed in your proposal.

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: ______________________