



**REQUEST FOR PROPOSALS #07-38
FOR
ENVIRONMENTAL SERVICES—DESIGN CONSULTATION,
CONSTRUCTION OVERSIGHT AND CLOSURE REPORT:
ONE WATERFRONT PLACE**

Solicitation Coordinator:

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*PDC encourages the participation of certified minority-owned, women-owned
and emerging small businesses in this solicitation.*

REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title: Environmental Services—Design Consultation, Construction Oversight and Closure Report:
One Waterfront Place

Solicitation Number: RFP # 07-38

Solicitation Coordinator*: Daniel Spero, CPPB; Contracts Specialist

Solicitation Coordinator Phone: (503) 823-3291 (office)

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Date of RFP Issuance: *See “Request for Proposals Issued,” below*

Proposal Due Date/Time**: *See “Proposals Due,” below*

Proposal Delivery Location**: **Portland Development Commission
222 Northwest Fifth Avenue
Portland, OR 97209**

*** Direct all questions regarding this RFP to the Solicitation Coordinator identified here.**

**** To be considered for evaluation, proposals must be received by the PDC by the day and time listed here at the above-listed location.**

The PORTLAND DEVELOPMENT COMMISSION (“PDC” or “Commission”), the urban renewal agency for the City of Portland, Oregon is seeking competitive sealed proposals from qualified firms to identify an experienced environmental consultation firm (“Firm” or “Consultant”) to provide environmental oversight services in support of and in close coordination with PDC staff and Developer’s team for the redevelopment of One Waterfront Place in Portland, Oregon as outlined herein. In connection with this Request for Proposals (RFP), PDC intends to select one Firm for contract award.

The One Waterfront site is located at Northwest Naito Parkway under and north of the Broadway Bridge. The project involves parcels R508394, R508395 and R508396 part currently owned by the Developer and other owned by PDC to be transferred to Developer under the terms of a Disposition and Development Agreement (DDA). The site improvements consist of a new office building, parking garage and pedestrian bridge across the railroad that connects to Station Place Garage. For purposes of this document, the project site will be referred to as “One Waterfront”. An area location map shown as Exhibit B.

Principal work components under an awarded contract include environmental technical assistance: input to design team on environmental cleanup, environmental drawings and technical specifications, development of a site specific Contaminated Media Management Plan (CMMP); review contractor Health and Safety Plan (HSP); providing environmental field oversight during the approximately eighteen (18) month construction period; preparing Department of Environmental Quality (DEQ) Closure Documentation, ultimately leading to a No Further Action Determination (NFA); and other incidental activities. The site is enrolled in the DEQ Voluntary Cleanup Program as part of Parcel A North ECSI #1962.

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List of Exhibits

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Exhibit C. One Waterfront Place: Bibliography of Environmental Documents

Exhibit D. One Waterfront Place: Anticipated Redevelopment Schedule

Exhibit E. Web-Links in this RFP

SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change the following dates.

Request for Proposals Issued	June 10, 2008
Deadline for Proposer Questions / Request(s) for Change(s)	June 24, 2008
Proposals Due	Monday, July 7, 2008; at 3:00 PM (PDT)
Evaluation Period, Ending (<i>tentative</i>)	July 15, 2008
Notice of Intent to Award, Issued (<i>tentative</i>)	July 16, 2008
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Contract Execution Date (<i>tentative</i>)	August 1, 2008

NOTE: NO pre-proposal conference or meeting is scheduled for this solicitation.

I. BACKGROUND

A. About the Portland Development Commission

*F*or five decades the Portland Development Commission (PDC) has played a key role in keeping Portland one of America's most livable cities. Created by City of Portland voters in 1958 and operating as a special purpose government, *PDC brings together resources to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, quality jobs and housing for all.*

PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, project management, economic and community development, architecture, law, communications and other functions to meet our strategic objectives in three program areas:

1. Revitalization. PDC plays a key role in stimulating and supporting physical and economic development of the industrial, commercial and neighborhood districts throughout Portland in order to improve livability and expand opportunities for affordable housing and quality jobs. This is accomplished by assembling underused property and making it available for private developments; funding and oversight of new infrastructure (e.g., roads, transit, parks) as well as providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives.

2. Housing. PDC administers a variety of housing development and finance programs to help meet Portland's housing goals of providing a diversity of affordable housing types throughout the City that help support broader area and neighborhood development objectives, as well as accommodate a growing population.

3. Jobs. PDC is responsible for developing and implementing strategies and programs that facilitate retention, growth and diversification of businesses in the City that offer quality jobs. PDC offers a variety of technical and financial assistance programs to attract new businesses to the City, as well as retain and support expansion of existing businesses.

In carrying forward our mission over the years, PDC has played a major role in some of Portland's most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Classical Chinese Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail.

In neighborhoods throughout the City, PDC has assisted over 14,000 homeowners repair or purchase their homes over the past 30 years, and provides financing for over 2,000 units of affordable rental housing annually.

In the past five years, PDC economic development programs have helped create or retain more than 10,300 jobs and various business loan programs have assisted more than 400 local business owners.



B. About this Project

One Waterfront Place (sometimes referred to as “Union Station Parcel A North Lot 2”) was part of a larger 28.5 acre property in the vicinity of the Portland Union Station acquired by City of Portland from Portland Terminal Railroad Company in 1987. The original Parcel A North Lot 2 was re-partitioned into partition plat 2001-69, Lots 1 & 2. Current plans for the site include development of a parking garage on Lot 1 and an office structure on Lot 2, to be built by the site developer, and a pedestrian bridge connecting the development site to the Station Place parking garage, owned by the Commission, across the existing railroad tracks.

Prior to the late 1800s, the southwest portion of lot 1 was the site of Couch Lake. The remaining lots 1 & 2 were marshy areas surrounding the lake. Filling of the lake and the surrounding marshes appears to have begun in approximately 1890. Most of the fill used at the site was likely dredge material from the nearby Willamette River. Use of the area (and perhaps a portion of the site) for railroad purposes appears to have begun in the 1880s, and sometime in the early 1900s rail tracks were laid over much of the site as activity increased. There appears to have been continual use of the site for railroad purposes since that time. All of the tracks were removed prior to PDC purchase of the site in 1987.

Industrial facilities known to have operated in the area of the site include the Portland Gas Manufacturing Plant, which operated approximately four blocks south of the site between 1860 and 1913, and the Pintsch Gas Works, which operated somewhere within the Union Station complex starting in the late 1800s. The Portland Gas Manufacturing Plant apparently used coal for gas production from 1860 to 1906, while the Pintsch Gas Works plant used crude oil.

Chemicals of concern (COCs) in the site soils include Total Petroleum Hydrocarbons (TPH), Polynuclear Aromatic Hydrocarbons (PAHs), Lead, and Arsenic. This contamination is found in the fill sediments from the ground surface to 5 feet below ground surface (bgs). The soils below 5 feet bgs can be used as clean fill. Groundwater at the site was found at depths ranging from 9 to 16 feet bgs. Groundwater samples from monitoring wells on site indicated that groundwater was not significantly impacted.

An initial Level 1 Environmental Site Assessment (ESA) was completed for the site in February 1991. Rittenhouse-Zeman & Associates determined that the potential for site contamination existed, and recommended that a subsurface investigation of the site be performed including the installation of borings and groundwater monitoring wells. The Level I ESA was updated (in a Phase I ESA) by Newcheck Environmental Services in 1995. In January 1995 De Minimis Inc. conducted a Focused Subsurface Investigation on Parcel A North Union Station Property.

In late 1996 PDC signed a Letter Agreement with Department of Environmental Quality’s (DEQ) Voluntary Cleanup Program (VCP), requesting review of a Remedial Investigation (RI) and other activities that were already taking place at the site. In December 1997 the Risk Assessment and Feasibility Study (FS) were completed. The investigations showed that soil dredge and debris was 20-30 feet deep at the site. Arsenic, lead, petroleum hydrocarbons, and polynuclear aromatic hydrocarbons (PAHs) were present above background concentrations to a depth of 5 feet below the surface. Groundwater was not significantly impacted.

In February 1998 AGRA Earth & Environmental, completed a Remedial Action Work Plan (RAP), Union Station Parcel A North. After a public comment period in March 1998, the Record of Decision (ROD) was finalized in August 1998. The northern portion of Parcel A North was redeveloped as the OSU Food Innovation Center and this parcel received a NFA in early 2001. The southern portion of Parcel A North includes One Waterfront Place site and implementation of the RAP is on hold pending site redevelopment.

All environmental documents referenced in [Exhibit C](#) of this RFP, “Bibliography of Environmental Documents,” are available for inspection upon reasonable request at the PDC offices; contact Daniel Spero (office: 503-823-3291) to arrange a review.

II. SCOPE OF WORK

This section describes **at a minimum** what PDC expects of the selected Firm under a contract awarded from this RFP.

A. Scope of Work

Key services selected Firm shall provide PDC under an awarded contract include:

- ❖ Review of Project Drawings and Specifications
- ❖ Environmental Field Oversight during Construction
- ❖ Preparation of Closure Documentation

Specifically, the selected Firm shall perform the following tasks and activities and provide PDC with the deliverables (or work products) listed below:

1. Review of Project Drawings and Specifications

The Firm selected for contract award, pursuant to this RFP, will be representing PDC to fulfill the Commission's commitments to the Developer regarding environmental site conditions, pursuant to a Disposition and Development Agreement (DDA) between the parties. This work will entail assisting the developer's design team during the final development of construction drawings and specifications for the Office/Garage project, and assisting the Commission's pedestrian bridge design team, to be selected in future, on conformance and coordination of its construction drawings and specifications in conformance with the CMMP and other DEQ requirements.

The selected Firm will need to get up to speed on the design quickly and attend key design team meetings, review drawings and specifications and make recommendations to the design team to ensure compliance with environmental regulatory requirements, ROD and RAP. The Firm shall review and comment on proposed engineering controls set forth in drawings and specifications for the Office/Garage project to include site capping, demarcation layer, on-site storm drainage and dewatering.

Other related work tasks may include review of design, constructability, sequencing, staging, methods and equipment; review of environmental cost impacts; and, other related material handling requirements that impact environmental concerns, for the Office/Garage project, and also for the Pedestrian Bridge project, to the extent necessary. Based on the final Pedestrian Bridge design landing point on or around Station Place Garage (Lot 3) the Firm will need to prepare required documents for breaching the established cap to include a separate CMMP for any soil handling, dewatering and other related environmental actions

Key deliverables and work tasks include (July 2008 – Oct 2008):

- a. Attend one (1) two-hour coordination kickoff meeting with PDC and Developer on One Waterfront Project. Attend one (1) two-hour coordination kickoff meeting with PDC on the Pedestrian Bridge Project.
- b. Attend three (3) two-hour construction drawing design team meetings with the One Waterfront Project and three (3) two-hour construction drawing design team meetings with the Pedestrian Bridge Project.
- c. Review drawings and specifications; make recommendations on engineering controls, work methods, sequencing, staging, HASP and environmental constructability issues – One Waterfront Project and Pedestrian Bridge Project.

- d. Review and comment on Health and Safety Plan provided by construction contractor prior to the start of construction; coordinate any comments by DEQ and/or OR-OSHA for One Waterfront Project and Pedestrian Bridge Project.
- e. Prepare a Contaminated Media Management Plan to include but not limited to stockpiling, contamination disposal, dust and track out control, dewatering etc; respond to any DEQ review comments One Waterfront Project and Pedestrian Bridge Project.

2. Environmental Field Oversight during Construction

The Firm will provide environmental field observation staff for the One Waterfront Project and Pedestrian Bridge Project (independent of the developers construction project manager and general contractors' staff) to ascertain compliance with site environmental requirements and other conditions as set forth in the RAP and CMMP. One Waterfront Project is estimated 18 months site construction (final construction schedule to be determined) and Pedestrian Bridge Project is estimated at 12 months. Firm shall compile all necessary field documentation reports to include written and photographs, track contaminated soil removal activities, any dewatering, placement of site cap, demarcation layer and clean fill. Other work activities include review of an Contractor Request for Information (RFI) and change orders related to impacts to environmental concerns; undertaking confirmation samples and documentation of clean fill placement, demarcation and capping as required by RAP.

It is anticipated that daily (8 hour) on-site field observation work is required during initial mass excavation, grade beams & footings, elevator pit, deep utility, and other related activities anticipated to occur for a 2 month period for each project. Attendance in the weekly construction progress meetings (2 hours) will be required as well as coordinating site visits by DEQ (once per month) depending on final construction schedule and work sequence some overlap may occur between both projects.

Upon start of vertical construction, field observation work will occur once per week (4 hours) to document any other soil handling, trenching, backfilling, erosion control, roadways, utilities and other related activities that may impact environmental conditions anticipated to occur for 14 months. Once per month attendance of weekly meeting construction meetings will be required dependent on any work activities that may impact environmental conditions; DEQ meetings will be once every 3 months.

Upon start of final grading, landscaping, walkways and other related actions, field observation work will occur daily (8 hour) to document soil handling, capping and erosion control measures and other related activities that may impact environmental conditions anticipated to occur for 2 months for each project. Attendance in the weekly construction progress meetings (2 hours) will be required as well as coordinating site visits by DEQ (once per month).

PDC has an agreement with the Portland Terminal Railroad (PTRR) whereby PDC is reimbursed for environmental investigations and remediation costs related to the former railroad yard. The selected Firm will assist PDC by reviewing construction project payment invoices for reimbursement submittal for One Waterfront and Pedestrian Bridge projects.

Key deliverables and work tasks include (anticipated schedule November 2008 to May 2010):

1. Daily on-site field observation work: mass excavation/foundations (2 months) One Waterfront Project and Pedestrian Bridge Project
 - monitor excavation
 - manifesting waste removal, documentation of disposal

- monitor dust control, temp crushed rock working pad
 - monitor and document vapor barrier placement
 - weekly construction meetings
 - monthly DEQ on-site meeting
2. Once a week on-site field observation: vertical construction (12 months)
One Waterfront Project and Pedestrian Bridge Project
 - monitor utility trenching
 - monitor installation of vapor system
 - monitor construction work area
 - once a month construction meetings
 - every 3 month DEQ on-site meeting
 3. Daily on-site field observation work: final grading/landscaping (2 months)
One Waterfront Project and Pedestrian Bridge Project.
 - monitor demarcation layer
 - monitor cleanfill cap and hardscape
 - weekly construction meetings
 - monthly DEQ on-site meeting
 4. Prepare field observation reports.
 5. Facilitate monthly DEQ on-site meetings.
 6. Review RFI's and change orders related to environmental, provide recommendations to development team, coordinate issues with PDC and DEQ.
 7. Review Contractor environmental invoices for PTRR reimbursement One Waterfront Project and Pedestrian Bridge Project.

3. Preparation of Closure Documentation

Using information collected in the field observation activities detailed in Section II (B) (4) above, the Firm shall prepare a Draft Closure Reports using documentation of the construction activities after work has been completed in accordance with the RAP and DEQ approved CMMP. It is anticipated one final Closure Report will cover both projects - One Waterfront Project and Pedestrian Bridge Project with the exception of any separate Closure Report required for any environmental work undertaken at Station Place Garage. The Draft Closure report will include a cap maintenance plan including a schedule for inspection and reporting to DEQ. Draft Closure Report will be submitted to PDC in electronic format for review.

The Firm shall revise the document to incorporate any PDC comments and submit a Final Closure Reports for DEQ approval. The Firm shall address any comments from DEQ and revise the Closure Reports accordingly.

Key deliverables and work tasks include (May 2010 – August 2010):

- a. Prepare Draft Closure Report – including cap maintenance plan
- b. Respond to DEQ comments and incorporating any changes into Final Closure Report
- c. Prepare Final Closure Report and submit to DEQ and PTRR for comments.
- d. Prepare all technical documentation necessary for an DEQ Easement and Equitable Servitude
- e. Provide summary documentation to PTRR on cleanup actions including detail of total cleanup costs, removal actions and placement of cap.

- f. Provide closure report or other documentation necessary to meet DEQ requirements for the pedestrian bridge structure at both landing points.

PDC reserves the right to modify, add and/or remove principal services. Payment to the successful proposer(s) for services will be subject to a maximum 'Not to Exceed' contract value, based on an established hourly fee schedule and payable upon actual work performed.

B. Contract Requirements and Term

The selected Firm will be invited to enter into a Professional Services Contract (the "Contract") with PDC. The terms and conditions that will govern the Contract can be found in Section VII of this RFP, "Standard Contract Terms & Conditions." PDC reserves the right to modify any terms and conditions prior to the execution of the Contract.

This contract shall become effective upon execution by both parties; commencement of work will be ordered upon issuance of a Notice to Proceed (NTP) by PDC to selected Firm. The contract is anticipated to be executed and NTP issued on or about July 30, 2008 and will expire on September 30, 2010. The parties have the option to mutually extend the contract term if work is not completed by this date.

C. Development Schedule and Contract Budget

See Exhibit D, "Anticipated Redevelopment Schedule," for details on the redevelopment timeline and milestones.

The anticipated value of a contract awarded from this RFP is approximately \$100,000 - \$150,000.

III. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize the proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the proposer's understanding of the project and Scope of Work described in Section II of this RFP. *See also Section IV (2) of this RFP, "Instructions to Proposers," for overall proposal preparation and submission directions.*

All submittal requirements listed as **"Mandatory"** below *must* be addressed in sufficient detail in a proposal submitted in response to this RFP. **Proposals that do not address all mandatory submittal requirements of this RFP will be considered non-responsive and will not be evaluated.**

1. Cover Letter

(Submittal Requirement – **Not Scored, but Required**)

In a one-page cover letter, provide a summary of your proposal. This cover letter should include a brief history of your firm, general scope of business services provided, and a brief description of the services your firm proposes to provide PDC. Include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm's primary contact for this RFP, if different.

2. Qualifications and Experience of Firm

(Mandatory Submittal Requirement – **10 Points Maximum**)

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

- Number of years proposer's firm has been in operation and number of years proposer's firm has been providing environmental services, principal areas of expertise and total number of employees
- List current accreditations, certifications, licenses and/or training certificates related to proposed services
- Describe proposer's quality assurance and cost control methods in relation to the Scope of Work set forth in Section II of this RFP
- Indicate the proposer's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
- List similar services proposer has provided to other public agencies

Additionally, list four (4) current or immediate past professional references for PDC to contact regarding your firm's capacity to perform the services described in this RFP, ability to satisfy client needs and any other relevant information. Please include your reference's name and a contact person with phone number and email address. References may or may not be contacted at PDC's sole discretion. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal.

3. Qualifications and Experience of Key Personnel
(Mandatory Submittal Requirement – **15 Points Maximum**)

Provide a short but complete profile for each key individual you propose to perform specified tasks under an awarded contract—including their education, work history and other pertinent professional qualifications and certifications (**limit: one page per person**). Personnel résumés may be used for this section, but are not required.

Additionally, provide the following:

- *Management Approach:* Describe the overall management approach to the Project Team and of all activities required in the Scope of Work, including management objectives and techniques that demonstrate how the work requirements will be met on time and within budget
- Describe the Project Manager’s experience with similar projects
- Provide an organization chart of the proposed project team

All proposer personnel initially assigned to provide services through a contract awarded from this RFP and listed in proposer’s proposal are expected to be available during the term of the contract. By submitting a proposal in response to this solicitation, proposer warrants that no contract member shall be replaced during the contract term without the consent of PDC.

4. Previous Environmental Project & Work Products
(Mandatory Submittal Requirement – **20 Points Maximum**)

Provide a list of previous project work experience that directly relates to Section II of this RFP, “Scope of Work.” For each of the projects listed, provide the following:

- Short summary of principal work activities
- Key personnel and responsibilities involved
- Delivery timeline
- Work products generated

5. Project Proposal
(Mandatory Submittal Requirement – **35 Points Maximum**)

Provide a clear and concise description of the approach and methodology your firm proposes to complete all requirements listed in the Scope of the Work of this RFP.

For each phase of work described in Scope of Work of this RFP, include the following:

- Describe your 1) proposed work tasks and activities; 2) approach and methods that will be used to accomplish these tasks and activities; and 3) specific personnel assigned to project tasks and activities
- Describe the proposed work product or deliverable that will result from each task or activity
- Identify the time frame estimated to complete each task
- Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors (if applicable)

- Denote separately, as an option, any other services, actions or means to streamline, economize or optimize work product delivery (if any).
- List any additional resources (staff, materials, access, etc.) anticipated to be provided by PDC to complete this project

PDC encourages creativity and innovation for all aspects of the proposed project approach and methodology.

6. **Price Proposal**

(Mandatory Submittal Requirement – **20 Points Maximum**)

Propose the total estimated cost for all services to be provided under a contract awarded from this RFP.

Subtotal the total estimated cost for those elements that pertain to the Office/Garage project and to the pedestrian bridge project.

Total estimated cost must include:

- **Hourly rates of each key proposer personnel and support staff** assigned to perform work under an awarded contract as well as the **estimated number of hours** each personnel will be expected to complete each task. **A range of hourly rates is not acceptable.**
- Any direct, indirect and **reimbursable expenses** (if any), including those of subcontractors. State whether reimbursable expenses will be billed at cost or cost plus a mark-up percentage. All reimbursable expenses (including travel) will be subject to a Not to Exceed sum. Contractor will bear all expenses above the Not to Exceed sum.

To facilitate evaluation, provide a table denoting key personnel, estimated labor hours, rate and reimbursable costs to complete each Scope of Services work item; **include a 10% contingency** (for unforeseen issues, any resulting work will require pre-approval by PDC) applied to the subtotal; and grand total estimate cost.

Escalation of Contractor Rates. All pricing shall be protected for the first twelve (12) month period of an awarded contract. Requests for changes to contract pricing shall only be considered on an annual basis and shall be subject to PDC approval. Requests for contract pricing change shall only be proposed in proportion to increases in the selected contractor's costs for the contracted positions and must be submitted in writing to the PDC contract manager no less than forty-five (45) days prior to the anniversary date of the contract. Such requests must include documentation that clearly demonstrates increased costs to the contractor that are verifiable. If the request is approved, the parties will agree to the approved contract price increase by a written amendment to the contract. The price increase will be effective once the contract amendment has been executed.

7. **Promotion of M/W/ESB Firms in Subcontracting Opportunities**

(Mandatory Submittal Requirement – **15 Points Maximum**)

PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic success and growth. PDC values, supports and nurtures diversity and encourages any firm contracting with PDC to do the same. All proposers shall address the following in their proposal:

- Provide a narrative description of your firm's *past* experience in promoting participation of State of Oregon-certified minority-owned, women-owned and/or emerging small business (M/W/ESB) enterprises as partners, subcontractors and/or suppliers on previous contracts. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- Provide a description of your firm's *proposed and future efforts* in promoting utilization of State of Oregon-certified M/W/ESB firms, including your plan to include any M/W/ESB firms as subcontractors on a contract awarded from this RFP.

All proposers are encouraged to do one or more of the following to learn more about the M/W/ESB-certified firms:

- a) View the [OMWESB website](#) for a list of State of Oregon OMWESB-certified firms;
- b) Attend the Oregon Association of Minority Entrepreneurs (OAME) Architects, Engineers, Professional & Technical (AEPT) meeting. For more information, see [OAME's website](#);
- c) Contact John Classen at (503) 823-3637 on the M/W/ESB Team for PDC or log on to [our website](#) to learn more about some of the community resources available to assist you in identifying potential subcontractors or subconsultants for your team.

8. Proposer Certification

(Submittal Requirement – **Not Scored, but Required**)

Please read, detach, sign and return Section VIII of this RFP, "Proposer Certification," with your proposal.

Summary of Mandatory Submittal Requirements & Evaluation Criteria	
<u>Evaluation Criteria (Mandatory Requirements)</u>	<u>Maximum Points</u>
A. Qualifications and Experience of Firm	10 Points
B. Qualifications and Experience of Key Personnel	15 Points
C. Previous Environmental Project & Work Products	20 Points
D. Project Proposal	35 Points
E. Price Proposal	20 Points
F. Promotion of M/W/ESB Firms in Subcontracting Opportunities	15 Points
	=====
	Total: 115 Points
<u>Other Submittal Requirements</u>	
G. Cover Letter	Not Scored, but Required
H. Proposer Certification	Not Scored, but Required

IV. INSTRUCTIONS TO PROPOSERS

All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically outlined in this RFP, or a subsequent contract entered into, shall be governed by PDC's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other pertinent rules concerning procurement and contracting at PDC.

1. **Reservation of Rights:** PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality or irregularity of any proposal; and to obtain references regarding any proposer's past performance from any source. Neither issuance of this RFP, nor evaluation of any or all proposals, obligates PDC to award a contract from this RFP.
2. **Proposal Preparation and Submission Instructions:** Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the needs of the project described in this RFP.
 - Proposers shall submit **ONE (1) ORIGINAL** of all proposal pages; **four (4) photocopies** of the same pages; and **one (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word, which must be received by PDC no later than the Proposal Due Date and Time at the location listed on page two of this RFP. **The original proposal must bear an original ink signature and shall be marked "ORIGINAL."**
 - Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired. Unless specifically required in this RFP, PDC discourages the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.
 - Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
 - In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. Please do not use ring binders, section dividers or any other materials which cannot be easily recycled. Double-sided printing is preferred.
 - Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be **clearly** marked with the RFP Solicitation Number, the name of the Solicitation Coordinator and the date and time proposals are due. PDC shall not be liable for any lost, late or improperly identified proposals.
3. **Preparation Costs:** PDC shall not be responsible for any costs 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.
4. **Pre-proposal Meeting:** As the subject site is a vacant lot, **no** pre-proposal meeting will be held for this RFP. Note that the entire Office/Garage site is visible from the adjacent sidewalk. The pedestrian bridge landing west of the RR tracks is visible from public right of way.

5. **Requests for Clarification or Change:** All requests for clarification or change regarding technical information, procedures, contractual or insurance requirements or any other matter regarding this RFP or a subsequent contract must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for change or clarification must be received no later than the Deadline for Proposer Questions/Requests for Change listed in the “Schedule of Solicitation and Contract Award Events” of this RFP.

Requests for clarification or change of this RFP may be sent by mail, email or fax to the Solicitation Coordinator identified above and shall contain the following:

- RFP Solicitation Number and Title;
- RFP Specification (or contract or insurance provision) being questioned;
- Date of request for change or clarification (*not later than the date to submit a request for clarification or change*);
- Request for change or clarification.

PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, amend this RFP or issue an addendum to clarify this RFP. Answers to vendor submitted questions and other formal addenda will be posted under the appropriate solicitation on the PDC website under [RFPs/RFQs and Bid Openings](#).

6. **Changes to this RFP Document:** Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other 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 issued Addendum into their final proposal. Failure to do so may cause the proposer’s proposal to be rejected.
7. **Restrictions on Communication:** After this RFP has been issued and before an ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract shall be directed to the Solicitation Coordinator identified on the cover page of this RFP. Regardless of any statements made during such contact, proposers should note that RFP requirements will change only if confirmed by PDC in a written addendum to this RFP.

Unless approved by the Commission in writing, prospective Firms may **not** contact the site developer, site development contractor or developer design team.

8. **Prohibition of Lobbying in Support of Proposals:** After this RFP has been issued and before a contract has been awarded, proposers are cautioned not to undertake any activity or action to promote or advertise their proposals except upon invitation by PDC in a formal interview; or to make any direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members or other PDC employees not identified in this RFP document.
9. **Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract awarded from this RFP, if it is in the best public interest to do so.
10. **Recycled Products:** Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this RFP.

11. **Minimum Personnel Protection Equipment:** On-site personnel of the selected Firm will be required to adhere to the HSP (Health and Safety Plan) as established by the construction contractor which may require testing and special PPE (Personal Protection Equipment) or other requirements to perform work at the job site. These costs should be reflected in the proposer's Price Proposal.
12. **Public Records and Disclosure:** All proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of proposals for which the proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" must meet the requirements of ORS 192.501(2).

All such pages in a proposal must be clearly marked with the following:

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

If an entire proposal is marked "Confidential," at PDC's sole discretion, such a proposal may be rejected as non-responsive. PDC shall not be liable for disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFP is otherwise cancelled, proposals and evaluation results will not be made a part of the public record until after the evaluation process is complete and PDC has issued its Notice of Intent to Award.

13. **Publicity:** Any publicity giving reference to this project, whether in the form of a press release, brochure, photographic coverage or verbal announcement, shall only be made with the prior written consent of PDC the Public Affairs Department and then only in close coordination with PDC.
14. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the submittal requirements and evaluation categories contained herein, and that PDC is under no obligation to request such information if it is not included within the proposer's proposal. However, PDC reserves the right to request individual proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the proposer to provide such requested information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
15. **Proposer Withdrawal or Modification:** By submitting a proposal in response to this RFP, proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due. A proposal may not be withdrawn or modified during this period unless agreed to by the PDC in writing. However, proposals may be withdrawn or modified if proposer submits a written withdrawal or modification request to the Solicitation Coordinator identified on the cover page of this RFP, prior to the date and time proposals are due.
16. **Investigation of References:** PDC reserves the right to investigate references, the financial capacity, credit history and the past performance of any proposer, including service(s) provided to PDC, with respect to its successful performance on similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule and within budget, and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in

evaluating any proposal. PDC may postpone the award or execution of the Contract before or after issuance of its Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any or all proposals at any time prior to PDC's execution of a Contract in the event a proposer's reference checks prove unsatisfactory.

- 17. Method of Evaluation:** After PDC opens all timely-received proposals, unless this RFP is otherwise canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed bidding procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. Evaluation will be based on the written information submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the proposers to determine the "finalist proposer(s)." Finalists will be those highest-ranked responsive proposers after evaluation.

At its sole discretion, PDC may invite the finalist proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of finalist proposer(s) to the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC reserves the right to rescore the finalist proposers or to use the original scores solely as the basis to determine the finalist proposer(s).

- 18. Selection and Notice of Intent to Award:** PDC reserves the right to select for contract award the proposer that offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and standing alone, is not determinative of the best overall value, benefit, convenience and service to PDC.

After completion of the evaluation summary, PDC will name an apparent successful proposer and issue a Notice of Intent to Award a contract to this proposer. Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to contract award. All competing proposers shall be notified in writing of PDC's Intent to Award, the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the solicitation file and evaluation summary at the PDC office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP.

Any questions or concerns about, or protests of, the evaluation process must be submitted in writing and must be received by the above-name Solicitation Coordinator within seven (7) calendar days of issuance of the Notice of Intent to Award.

- 19. Negotiable Terms and Conditions:** After PDC has issued its Intent to Award, PDC reserves the right to enter into limited negotiations with the successful proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that any such negotiation shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. 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.

V. INSURANCE REQUIREMENTS

Prior to contract execution, any firm invited to enter into a contract with PDC as a result of this RFP will be required to furnish proof of the following types of insurance:

1. **Commercial General Liability** (CGL) insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. Additionally, **“The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees”** shall be named as Additional Insured with respect to the contractor’s services to be provided under the contract. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
2. **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
3. **Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for third-party liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.
4. **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of coverage listing the **“Portland Development Commission”** at 222 Northwest Fifth Avenue; Portland, OR 97209 as a certificate holder. The certificate shall provide that Contractor’s insurance shall not be terminated or cancelled without thirty (30) days prior written notice to PDC. Insuring companies or entities are subject to PDC’s acceptance and must be licensed to provide insurance in the State of 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.

VI. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC under a contract awarded from this RFP shall be in electronic format on CD-ROM, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (ex. Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations);
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF documents suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft documents shall be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document.

VII. STANDARD CONTRACT TERMS & CONDITIONS

Note: Proposers are encouraged to detach this section of the RFP and forward it to their legal staff for review.

The following terms and conditions will govern the Personal Services Contract (the “contract”) entered into by and between PDC and the successful proposer. PDC reserves the right to change any term or condition of the contract prior to execution of the contract and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the selected firm(s). Proposers wishing to include supplemental terms and conditions must submit them at the same time as their proposal. **Proposers who take objection to any of the following terms and conditions must raise those objections, in writing, to the Solicitation Coordinator for this RFP** and do so by the Deadline for Proposer Questions/Request(s) for Change(s) listed in the “Schedule of Solicitation and Contract Award Events” set forth on page two of this RFP.

1. Access to Records

The Contractor shall maintain, and the Portland Development Commission (“Commission” or “PDC”) and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2. Audits

(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.

(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

(a) The Commission and the Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.

(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.

(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

10. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

11. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

12. Insurance

EXHIBIT B [Section V in this RFP] is hereby referenced and made a part of this contract.

13. Ownership of Work Products

All work products of the Contractor which result from this contract are the exclusive property of the Commission.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With

Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. Counterparts

This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

16. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

17. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. Waiver

The failure of the Commission to enforce any provision of this contract shall not constitute a waiver by the Commission of that or any other provision.

19. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this contract.

21. Governing Law, Venue and Consent to Jurisdiction

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendments

The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor.

23. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

24. Prohibited Interest

(a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

(c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

(a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.

(b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.

(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such

claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

26. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) the Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.

(c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

27. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

[Remainder of this page is intentionally left blank.]

VIII. PROPOSER CERTIFICATION

**Each proposer must read, comply and sign this section.
Failure to do so may be grounds for proposal rejection.**

RFP 07-38: Environmental Services: One Waterfront Place

1. By submitting a proposal in response to this RFP, proposer expressly represents they have taken no exception to any term, condition, obligation or requirement contained in this RFP, or any addenda to this RFP, which is not expressly stated in their proposal.
2. If selected to go to contract, prior to contract execution, proposer shall: 1) be a legal entity that is [registered to transact business in the State of Oregon](#); 2) [obtain a City of Portland Business License](#); 3) [be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 4) provide adequate proof of insurance, as set forth in Section V of this RFP. Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term.
3. The undersigned acknowledges receipt of Addenda Numbers. _____ through _____ or N/A.
4. The proposer certifies it is an independent contractor as defined in ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state or federal tax law.
5. Proposer certifies this proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; proposer has not induced any person, firm or corporation to refrain from proposing; and proposer has not sought by collusion or fraud to obtain for itself any advantage over any other proposer or over PDC.
6. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to PDC, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer or employee.
7. Proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due.
8. 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, specifications, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in this proposal is true and accurate; that providing incorrect or incomplete information may be cause for proposal rejection or contract termination; and, will provide its Federal Tax Identification Number (list in the space provided below).

SIGNATURE BLOCK

Signature of proposer's duly authorized representative:

_____ Date: _____

Printed Name and Title: _____

Legal Name of Proposer/Firm: _____

Federal Tax Identification Number (FEIN or SSN): _____

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers *may* complete this Price Proposal Worksheet (“Worksheet”) to propose their cost of services. If proposers choose not to complete this Worksheet, they **must** provide pricing information in their proposal which is at least as detailed as the submittal requirements described in Section III (6) of this RFP, “Price Proposal.”

1. Hourly Rate Schedule

Propose the hourly rates of each proposer personnel expected to provide services under a contract awarded from this RFP. Additionally, estimate the number of hours each personnel will perform services under an awarded contract and proposer’s total proposed staff costs and hours. **A range of hourly rates is not acceptable.**

1. HOURLY RATE SCHEDULE				
Position Title	Proposer Personnel (Name)	Hourly Rate	Est. Hours	Cost Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total Personnel Hours and Expenses				\$

All proposer personnel initially assigned to provide services through a contract awarded from this RFP and listed in proposer’s proposal are expected to be available during the term of the contract. By submitting a proposal in response to this RFP, proposer warrants that no proposer personnel shall be replaced during the contract term without prior written consent from PDC. Note the “Escalation of Contractor Rates” requirements in Section III (6) of this RFP.

2. Reimbursable Expenses

If proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work under an awarded contract, proposer shall provide a good faith estimate of such expenses in the space provided below. List travel expenses in Section 3 below. Proposer must also provide an estimated total cost for all such reimbursable expenses in the space below. If a mark-up rate will apply to reimbursable expenses, proposer must indicate a mark-up rate.

2. REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit
Mark-up Rate: At cost (0%) or cost plus x%			%
Total Estimated Reimbursable Expenses			\$

If proposer is awarded a contract through this RFP, such expenses will only be reimbursed by PDC with an adequate description of the expense and at a cost per unit not to exceed those listed above.

3. Additional Expenses or Cost Savings

In the space below, please describe any additional costs or cost saving opportunities not previously accounted for in the spaces provided above.

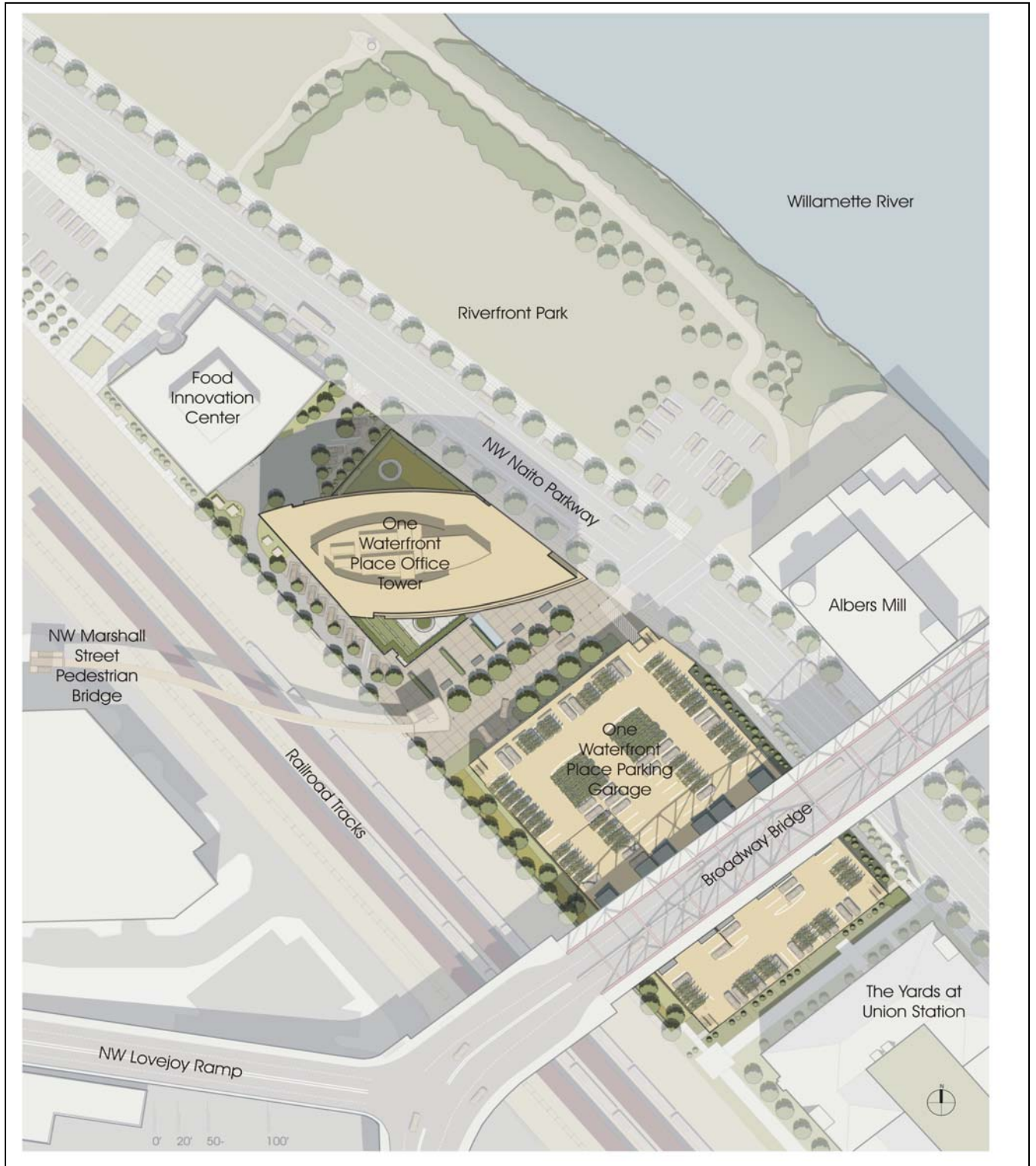
4. Total Proposed Cost of Services

Propose the total cost for all services to be provided under a contract awarded from this RFP, irrespective of PDC’s anticipated cost, including total staff costs and all reimbursable expenses. All unspecified costs shall be borne by proposer.

TOTAL PROPOSED COST OF SERVICES	
1. Total Personnel Expenses	\$
2. Estimated Reimbursable Expenses	\$
3. Additional Expenses or Cost Savings	\$
Total Proposed Cost	\$

An MS Word version of this Worksheet is available upon request from the Solicitation Coordinator for this Request for Proposals.

**EXHIBIT B. ONE WATERFRONT PLACE:
LOCATION & CONCEPTUAL DESIGN**



**EXHIBIT C. ONE WATERFRONT PLACE:
BIBLIOGRAPHY OF ENVIRONMENTAL DOCUMENTS**

AGRA Earth & Environmental, 1998. Comprehensive Soil And Groundwater RI Report, Union Station, Parcel A North, Portland Oregon. February, 1998.

AGRA Earth & Environmental, 1998. Remedial Action Work Plan, Union Station Parcel A North, Portland Oregon. February 1998.

Centurywest Engineering Corp., 1995. Focused Groundwater Investigation, Union Station Parcel A North, Portland Oregon. August 1995.

De Minimis Inc., 1995. Focused Subsurface Investigation, Parcel A North Union Station Property, Portland Oregon. January 19, 1995

DEQ, 1998. Record of Decision, Selected Remedial Action for Soil at the Union Station Parcel A North Site, Portland Oregon. June 1998.

Rittenhouse-Zeman & Assoc., 1991. Level I Environmental Investigation, Union Station North A, North Downtown Development Site, Portland Oregon. February, 1991.

EXHIBIT D. ONE WATERFRONT PLACE: ANTICIPATED REDEVELOPMENT SCHEDULE

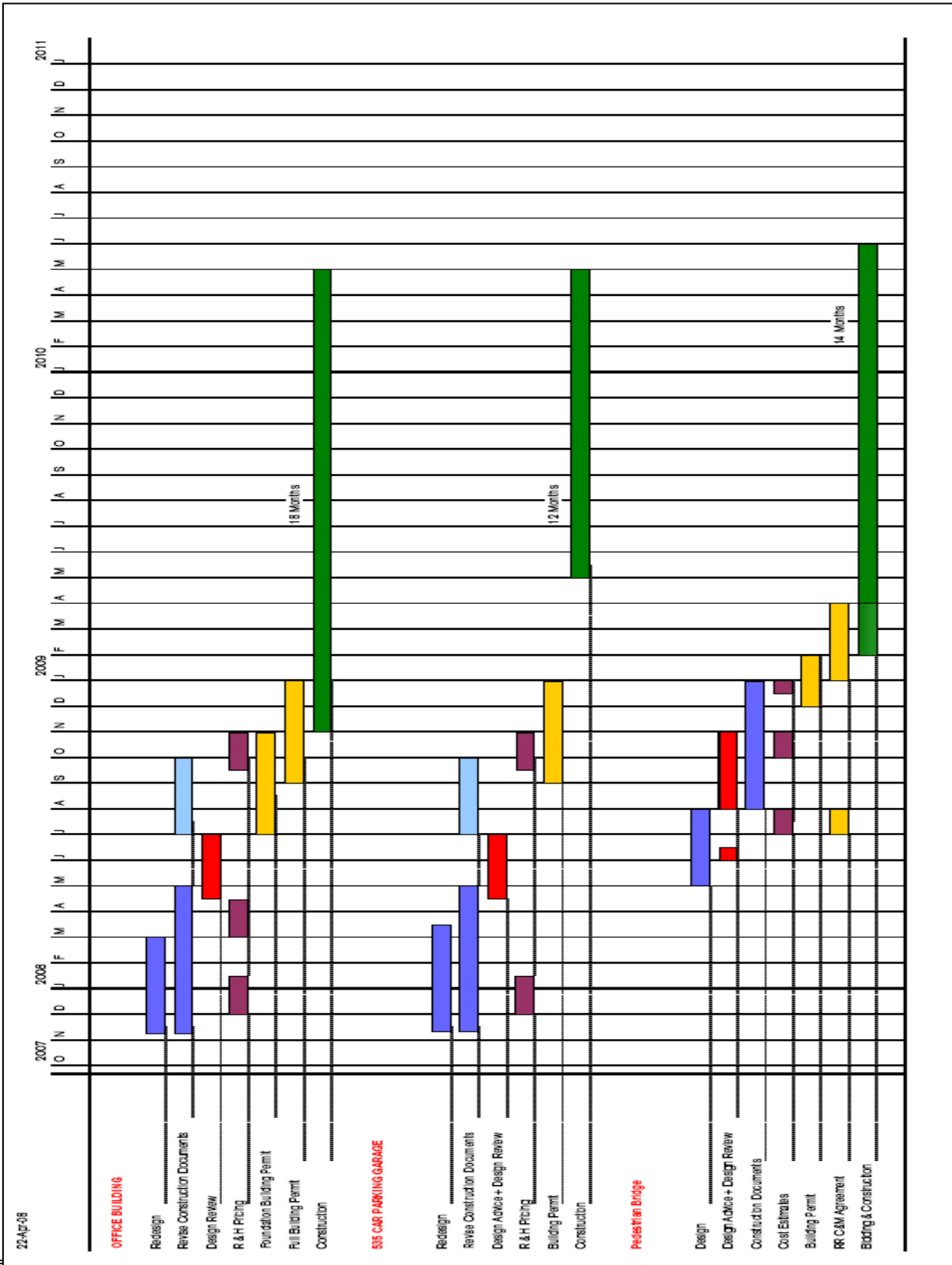


EXHIBIT E. WEB-LINKS IN THIS RFP

The following are the World Wide Web addresses referenced in this RFP:

City of Portland, Oregon; Sustainable Paper Use Policy

<http://www.portlandonline.com/auditor/index.cfm?&c=26882&a=24498>

City of Portland, Oregon; Business License Services

<http://www.portlandonline.com/omf/index.cfm?c=29554>

City of Portland, Oregon; Equal Employment Opportunity (EEO) Certification

<http://www.portlandonline.com/omf/index.cfm?c=45665&>

Federal General Services Administration; Domestic Per Diem Rates

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

Oregon Association of Minority Entrepreneurs (OAME)

<http://www.oame.org/>

PDC's Minority / Women / and Emerging Small Business (MWESB) Assistance

<http://www.pdc.us/mwesb/mwesb.asp>

PDC's Request for Proposals (RFPs) / Request for Qualification (RFQs) and Bid Opportunities

<http://www.pdc.us/login/welcome.asp>

State of Oregon; Corporation Division, Business Registration Services

<http://www.filinginoregon.com/business/index.htm>

State of Oregon; Office of Minority, Women, and Emerging Small Business

<http://egov.oregon.gov/DCBS/OMWESB/index.shtml>