



**RFP NUMBER 00002743**

**PERSONAL SERVICES**

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City of Portland, Oregon

June 15, 2026

**QUALIFICATIONS BASED SELECTION  
REQUEST FOR PROPOSALS  
For  
PRICE AGREEMENTS FOR Industrial Wastewater Electrical,  
Instrumentation and Controls Engineering Services**

**PROPOSALS DUE: July 15, 2026 before 4:00 p.m.**

**SUBMITTAL INFORMATION: Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)**

**Submit the Proposal to:**

City's Online Procurement Center  
<https://procure.portlandoregon.gov>

**Refer questions to:**

DL Thomas  
Phone: 503-865-6291  
Email: [dawan.thomas@portlandoregon.gov](mailto:dawan.thomas@portlandoregon.gov)

## GENERAL INSTRUCTIONS AND CONDITIONS

### **CORPORATE RESPONSIBILITY AND SOCIAL EQUITY CONTRACTING --**

The City of Portland is committed to contracting with equitably aware and environmentally responsible businesses. The City values and supports diversity, advancing equity, and is dedicated to expanding economic opportunities by growing both the demand for and capacity of local contractors, including those owned by people of color and women. It is the policy of the City that all businesses, including small, minority and women-owned businesses, be given the maximum practicable opportunity to compete for and be awarded contracts.

**CITY SUSTAINABILITY OBJECTIVES** – The City's Sustainable City Principles directs City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms. It is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. A successful Proposer is encouraged to incorporate environmentally preferable products or services into its work performance wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

**ENVIRONMENTAL CLAIMS** – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

**INVESTIGATION** – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

**SPECIAL CONDITIONS** – Where special conditions are written in the Request for Proposal ("QBS-RFP"), these special conditions shall take precedence over any conditions listed under the "General Instructions and Conditions".

**CLARIFICATION OF REQUEST FOR PROPOSAL** – Proposers who request a clarification of the QBS-RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this QBS-RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the QBS-RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposal given out by City bureaus, employees, or agents to prospective Proposers shall not bind the City.

**ADDENDUM** – Any change to this QBS-RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification, or approval made or given in any manner except by addendum.

**COST OF PROPOSAL** – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal, in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

**CANCELLATION** – The City reserves the right to modify, revise, or cancel this QBS-RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

**LATE PROPOSALS** – Proposals received after the scheduled closing time for filing will be rejected as non-responsive and returned to the Proposer unopened.

**REJECTION OF PROPOSALS** – The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

**CITY OF PORTLAND TAX REGISTRATION NUMBER** – Successful Proposer shall obtain a current City of Portland Tax Registration Number prior to initiation of contract and commencement of the work.

**WORKERS' COMPENSATION INSURANCE** – Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

**CERTIFICATION AS AN EEO EMPLOYER** – Successful Proposers must be certified prior to contract execution, as an Equal Employment Opportunity Employer as prescribed by Portland Public Contracting Rules 5.33.076, and if awarded a contract, must maintain the certification throughout the term of the contract.

**EQUAL BENEFITS PROGRAM** – Successful Proposers must certify prior to contract execution, that they provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Portland Public Contracting Rules 5.33.077.

**LOCAL CONTRACTING** – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements, or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [City of Portland [Resolution #36260](#)]

**CONFLICT OF INTEREST** - A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm, that Proposer is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer understands that should it elect to employ any former City official/employee during the solicitation period or the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047, and the City's Charter, Codes and administrative rules, including but not limited to lobbying prohibitions under Portland City Code Section 2.12.080.

**PUBLIC RECORDS** – Any information provided to the City pursuant to this QBS-RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS Chapter 192). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.345(2) and ORS 192.355(4) and/or ORS 646.461 et seq. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

The Chief Procurement Officer has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

**These Request for Proposal "General Instructions and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279A, B, and C.**

# PART I SOLICITATION REQUIREMENTS

## SECTION A GENERAL INFORMATION

### 1. INTRODUCTION

The City of Portland Bureau of Environmental Services (BES) serves the Portland community by protecting public health, water quality and the environment. Specifically, BES provides sewage and stormwater collection and treatment services, protects the quality of surface and groundwater, and conducts activities that promote healthy ecosystems in watersheds.

The collection and treatment services rely heavily on industrial power supply, instrumentation and equipment in classified areas, and control and communication systems, which include Programmable Logic Controllers (PLCs), the Supervisory Control and Data Acquisition (SCADA) system, fiber networks, and radio telemetry systems.

BES is seeking proposals for engineering services with a specialty in industrial wastewater systems on an as-needed basis. These as-needed services are referred to as “price agreements,” and generally include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. Task Orders will be issued to successful Proposer(s) under these price agreements as individual project needs are identified.

### 2. BACKGROUND

The City intends to award the price agreement(s) listed in the service categories listed below. The City may, but is not obligated to, award up to the maximum number of contracts per category as indicated. Successful Proposers may be called upon to provide consulting services and/or undertake fixed/term projects. The services requested under these price agreements will be small to medium in scope. Projects may range from \$50,000 to \$100,000 subject to specific needs and budget availability in any given year.

No	Service Category Description	Maximum Number of Price Agreements to be Awarded	Maximum Price Agreement Amount for the Three-year Period (EACH CONTRACT)
I	Municipal Power & Control Engineering Services	2	\$500,000

The City may award multiple price agreements per service category, and the number of price agreements awarded in each service category shall be at the sole discretion of the City. In order to receive a price agreement, Proposers must receive scores that place them in the top scoring for the specific service category. Proposers who submit proposals for multiple service categories may be awarded a price agreement in multiple service categories.

### 3. SCOPE OF WORK

The City of Portland, Bureau of Environmental Services is seeking proposals from individuals, firms, teams or consultants, hereafter called “Proposer(s),” with demonstrated experience in municipal wastewater Electrical, Instrumentation & Controls (E,I&C) professional services, and proposes to engage the successful Proposer for the following services on an as-needed basis under negotiated task-orders:

- A. Project Management and Coordination**
- B. Power Studies and Safety**
- C. E,I&C Engineering Design Support**
- D. Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) Programming**
- E. Construction E,I&C Support**

[insert the project scope here]

#### **4. PROJECT FUNDING**

The project is funded via the Bureau of Environmental Services Capital Improvement Fund and General Fund. The total not-to-exceed amount of each individual price agreement shall be \$500,000 for the three (3) year term of the price agreement.

#### **5. TASK ORDERS**

Work performed under any resulting Price Agreement(s) must be authorized via a written Task Order (sample attached as Exhibit C) signed by the City and the successful Proposer. The scope of work, schedule, deliverables, key personnel, subconsultants, and compensation will be defined in the Task Order prior to commencement of the work.

The overall Consultant Project Manager will be defined in the Price Agreement and may be changed only through executed amendment to the Price Agreement. Following the execution of each Task Order, the City's Project Manager or delegate will work directly with the successful Proposer for the duration of the project unless otherwise noted on the Task Order.

#### **Equal Opportunity and Access in Subcontracting:**

It is the policy of the City that all businesses, including minority- and women-owned businesses, be given the maximum practicable contracting opportunities. The City's goal is to expand economic opportunities by growing both the demand for and capacity of local consultants through outreach efforts to a wide range of businesses. Providing equal opportunity and access in subcontracting is of paramount importance to the City for the work anticipated under these Price Agreements, and as such the City desires to award Price Agreements to Proposers who support the City's corporate responsibility initiatives. Each negotiated Task Order shall include subcontracting opportunities for all businesses, including minority- and women-owned businesses, to the maximum extent possible. Successful Proposers shall be required to make good faith efforts to conduct outreach to inform all businesses of subcontracting opportunities, in accordance with Proposer's response to the Corporate Responsibility portion of the Proposal.

#### **Compensation:**

Compensation for each Task Order will be determined through negotiation with the successful Proposer based on the scope of work, the hours the successful Proposer estimates for performance of the work and the successful Proposer's hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. In no case shall a Task Order exceed \$100,000. If the work requires fewer hours than those estimated, the successful Proposer will be paid for the actual hours necessary to complete the Task Order. If the successful Proposer underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

#### **Task Order Change Requests**

Compensation may only be adjusted via an executed Amendment to the Task Order for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

Any change to the scope of work, schedule, deliverables, subconsultants, and compensation must be agreed upon by the City and the successful Proposer in writing as an executed Change Request amendment to the Task Order.

Task Order amendments exceeding 25% of the original Task Order amount must be authorized by the applicable Bureau Director or their designated representative and the Chief Procurement Officer. The 25% limitation is based on the cumulative total of all financial amendments to the original Task Order amount. Task Orders must be approved and accepted by both the Bureau's Director or their designated representative and the Consultant's representative.

The successful Proposer must be able to start the work per the Task Order no later than [7 days is standard] calendar days from the date of the Notice to Proceed as projects often require work with short deadlines. If the successful Proposer is unable or unwilling to complete the project within the required time, it shall so state in writing to the City's Project Manager and shall forfeit the Task Order within 24 hours of being notified.

Task Orders for each service category will be negotiated on a [rotational basis, project by project basis, or other defined process in this RFP]. In the event the City and a successful Proposer cannot reach a favorable agreement on the maximum compensation, the Scope of Work, or the schedule for a specific Task Order, the City shall terminate negotiations and commence negotiations with the next successful Proposer. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a successful Proposer from the list and cancellation of the successful Proposer's price agreement with the City.

In the event that the price agreement maximum amount is reached prior to the end of the price agreement term, that successful Proposer will be removed from the price agreement rotation list.

## 6. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this project:

Written proposals due before 4:00 p.m.	July 15, 2026
Announcement of short list Proposers	July 2026
Interviews or additional review, if deemed necessary	August 2026
Selection committee recommendation	August 2026
Contract negotiation with successful Proposer	August 2026
Notice to proceed – work begins	September 2026

**The City reserves the right to make adjustments to the above noted schedule as necessary.**

## **SECTION B WORK REQUIREMENTS**

### **1. TECHNICAL OR REQUIRED SERVICES**

The successful Proposer shall provide select professional services as defined under negotiated task orders. Task orders may include smaller defined work products up to full project delivery as needed to meet treatment and pumping system needs.

The professional services, applicable to municipal industrial wastewater treatment, are likely to include:

#### **A. Project Management and Coordination**

- a. Utilize the City's Heron project management system, based on Trimble Unity Construct for invoices and construction correspondence management including submittals and RFIs.
- b. Provide monthly status reports on budget, schedule, and work completed for each task order when invoices are submitted through the Heron system.

#### **B. Power Studies and Safety Support**

- a. Data collection and verification
- b. Short-circuit and coordination studies
- c. Arc flash analysis
- d. Utilize SKM software, generate reports and equipment labels
- e. Verify code compliance
- f. Failure analysis and mitigation techniques
- g. Electrical safety training and improvements

#### **C. Electrical, Instrumentation & Controls (E,I&C) Engineering Design Support**

- a. Field investigations and rectifying record drawings with in-place conditions
- b. Design of new or upgraded electrical, process control and automation systems and integration into the existing system including but not limited to:
  - i. piping and instrumentation diagrams (P&IDs), loop diagrams, electrical control schematics, interconnection diagrams, one-line diagrams, area classification, instrumentation and control orthographic drawings, details and control panel layout and detail design drawings, etc.
- c. Prepare and/or review written Control Narratives from project drawings and vendor information for PLC and SCADA programmers and Operations personnel
- d. Prepare written specifications for procurement of electrical, process instrumentation and control components
- e. Feasibility, location placement and selection support of process instrumentation for flow, pressure, level, vibration, etc. Installation, calibration, and commissioning services

#### **D. PCL and SCADA Programming**

- a. PLC Programming in accordance with project design drawings, Control Narratives, and submittal information.
  - i. PLCs are Modicon (M580, M340 and other)
  - ii. UnityPro or EcoStruxure Machine Expert Software
  - iii. Develop tags and addresses for PLC and SCADA using the MS Access database based proprietary software named "COD", furnished by City
- b. Configure SCADA interface screens using GE Proficy iFIX or Inductive Automation Ignition
- c. Configure Historian using GE Proficy iFIX or Inductive Automation Ignition

#### **E. Construction E,I&C Support**

- a. Provide services during construction of the wastewater facility including submittal review and responses to contractors
- b. Commissioning support including tasks such as installation verification and software testing of completed contractor work
- c. Plan, document and conduct Operations and Maintenance training for BES staff on completed systems using a combination of hands-on, classroom and one-on-one training at the SCADA station
- d. Drawing updates for As-Built conditions

The successful Proposer shall perform the tasks assigned, with minimal direction and supervision, and shall be expected to work closely with designated City personnel. All of the above will be executed in compliance with BES Treatment and Pumping System Division Design Guidelines and any other manuals, policies and standards applicable to the project as specified in the specific Task Order. The City will make these documents available.

#### **2. SUSTAINABILITY REQUIREMENTS**

- A. Whenever possible, deliverables shall be submitted electronically. Any paper-based deliverable shall be printed double-sided and in bindings or report covers that are fully recyclable, using materials containing post-consumer waste (PCW) recycled content.
- B. Unless otherwise indicated, video conferencing and/or audio conferencing shall be maximized in lieu of in-person meetings that would require long-distance travel for any participants.

#### **3. WORK PERFORMED BY THE CITY / OTHERS**

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed. Any specific duties the City will perform for each project shall be identified in the individual Task Orders. The City's Project Manager or delegate will have the sole authority to issue Task Orders to Price Agreements issued from this RFP; however, issued Task Orders may have a separate assigned manager.

#### **4. PROJECT REVIEWS**

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager. Project reviews will be project and Task Order specific.

#### **5. DELIVERABLES AND SCHEDULE**

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the City, the successful Proposer shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

Deliverables and schedule for each project shall be negotiated and defined in the Task Order. If the Successful Proposer utilizes subconsultants under a Task Order, monthly subconsultant payment and utilization reporting shall be submitted electronically by the 15th of each month with invoice.

All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Consultant and any Subconsultants grant the City the right to copy and distribute (in any and all media and formats) Design PA QBS-RFP Rev 12/2025

project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

#### **6. PLACE OF PERFORMANCE**

Contract performance will take place primarily at the successful Proposer's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

#### **7. PERIOD OF PERFORMANCE**

The term of the price agreement shall be three (3) years. Work shall begin for specific projects upon execution of a signed Task Order with submittal of final deliverables to the City occurring by the date defined in the individual Task Orders.

#### **8. ACH PAYMENTS**

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant's shall execute the City's standard ACH Vendor Payment Authorization Agreement and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into Consultant's accounts with financial institutions. All payments shall be in United States currency.

#### **9. PUBLIC SAFETY**

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

#### **10. BUSINESS COMPLIANCE**

The successful Proposer(s) must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

##### **Certification as an Equal Employment Opportunity (EEO) Employer**

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Section 5.33.076 of the Public Contracting Rules of the City of Portland prior to contract award. To certify go to the website at: <https://procure.portlandoregon.gov>.

##### **Non-Discrimination in Employee Benefits (EB)**

The successful Proposer(s) must be in compliance with the City's Equal Benefits Program as prescribed by Section 5.33.077 of the Public Contracting Rules of the City of Portland prior to contract award. To certify go to the website at: <https://procure.portlandoregon.gov>.

##### **Respectful Workplace Behavior**

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's Human Resources Administrative Rule 2.02 (HR 2.02) covers all employees with the City of Portland as well as consultants, vendors or contractors who provide services to the City of Portland. The successful Proposer(s) must be in compliance with this rule at all times while under contract. To view the rule go to <https://www.portland.gov/policies/human-resources-administrative-rules/equal-employment/hrar-202-prohibition-against>.

## **Business Tax Registration**

The successful Proposer(s) must be in compliance with the City of Portland Business Tax registration requirements as prescribed by Chapter 7.02 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from the Revenue Bureau Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <https://www.portland.gov/revenue/business-tax>.

## **11. INSURANCE**

The successful Proposer(s) shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract. Successful Proposer shall be able to provide evidence that any or all subconsultants performing work or providing goods or services under the contract have the same types and amounts of insurance coverage as required herein or that the subconsultant is included under the Successful Proposers policy.

**Workers' Compensation Insurance:** Successful Proposer shall comply with Oregon workers' compensation laws, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Successful Proposer and any/all subconsultants shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

**Commercial General Liability Insurance:** Successful Proposer shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent successful Proposer's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$2,000,000.

**Automobile Liability Insurance:** Successful Proposer shall have automobile liability insurance with coverage to cover bodily injury and property damage in an amount of not less than \$2,000,000 for each accident.

**Professional Liability & Errors & Omissions Insurance:** Successful Proposer shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Successful Proposer under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Successful Proposer may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Successful Proposer obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

**Additional Insurance:** Any insurance required by Federal Law or State Statute or City Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

**Additional Insured Endorsement:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Successful Proposer's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Continuous Coverage & Notice of Cancellation:** The Successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from Successful Proposer to the City. If the insurance is canceled or terminated prior to completion of the Contract, Successful Proposer shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Certificate(s) of Insurance:** Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The insurance coverage required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Successful Proposer shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

## **SECTION C PROJECT PROVISIONS**

### **1. SAMPLE CONTRACT**

The City's standard Design Services contract will be used as a result of this selection process. A sample Design Services contract is attached to this RFP as Exhibit B.

### **2. ATTACHMENTS**

Exhibit A	Proposer's Subconsultant Contracting Utilization Declaration of Understanding
Exhibit B	Sample Design Services Price Agreement
Exhibit C	Sample Task Order
Exhibit D	BuySpeed Online Submittal Instructions
Exhibit E	Heron Terms and Conditions

## **PART II PROPOSAL PREPARATION AND SUBMITTAL**

### **SECTION A PRE-SUBMITTAL MEETING/CLARIFICATION**

#### **1. QBS-RFP CLARIFICATION**

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the QBS-RFP if a substantive clarification is in order.

DL Thomas

E-mail: [dawan.thomas@portlandoregon.gov](mailto:dawan.thomas@portlandoregon.gov)

Phone: 503-865-6291

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## SECTION B PROPOSAL SUBMISSION

### 1. PROPOSALS DUE

Proposals must be received no later than the date and time specified on the cover of this solicitation. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly.

### 2. PROPOSAL

Proposals must be clear, succinct and **not exceed 12 pages**. Pages shall be formatted to 8.5" x 11" or 11" x 17" with the latter counting as two pages. Page orientation (portrait versus landscape) is at the discretion of the Proposer. All fonts shall be at least 11 point. Incidental text appearing in graphics and labels for charts are not subject to this requirement. Section dividers, title page, table of contents, cover letter, and the Proposer's Subconsultant Contracting Utilization Declaration of Understanding Form do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated will not have the additional pages of the proposal read or considered.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

### 3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the Proposer shall submit: **one (1) original copy of their proposal and all separately attached documents and responses in PDF format** through the City's Online Procurement Center (BuySpeed) at:

<https://procure.portlandoregon.gov/>

Please see attached BuySpeed submittal instructions (RFP Exhibit D). Online Submittal instructions are also available at:

<https://www.portland.gov/businessopportunities/documents/buyspeed-electronic-submittal-instructions>.

**Disclaimer:** The following instructions are provided as a guideline to Proposers submitting proposals online through BuySpeed. These instructions are advice only and the City does not warrant that following these instructions will guarantee that a Proposer's proposal is submitted correctly. **Proposers bear complete and total responsibility for ensuring their proposal is properly submitted and received on time.**

The entire proposal must be attached and properly submitted through the City's Online Procurement Center **before** the time and date specified on the cover page of this RFP. Proposers are advised to allow extra time prior to the closing date and time to create a "Quote" and upload their proposal documents into BuySpeed. The City is not responsible for any failure attributable to the transmission or receipt of electronic proposals including, but not limited to the following:

- a. Receipt of corrupt, garbled or incomplete documents.
- b. Availability or condition of the receiving machine.
- c. Incompatibility between the sending and receiving machine.
- d. Delay in transmission or receipt of documents.
- e. Failure of the Proposer to properly identify the Proposal Documents.

- f. Illegibility of Proposal Documents.
- g. Security and confidentiality of data.

To avoid potential issues with the submission of Proposal Documents, Proposers should avoid file names that utilize special characters (e.g. &\*-\_+#@). Proposers should limit file names to no more than sixty (60) characters in length. Proposers should attempt to reduce the size of files being submitted to reduce the chance of failure of uploading documents in BuySpeed.

Proposers may request additional assistance from City staff with the submittal process prior to the proposal due date listed on the cover page of this RFP. Assistance is based on the availability of City staff and all requests for assistance shall be sent via email to [dawan.thomas@portlandoregon.gov](mailto:dawan.thomas@portlandoregon.gov). Requests for scheduling shall be made at least one week prior to the proposal due date. Requests for assistance after the scheduling deadline will be based on availability of staff to respond to requests. Assistance by City staff does not guarantee proposal submission will be completed accurately, on-time, or that proposals will be considered responsive. Compliance with all proposal submission requirements are still the responsibility of the Proposer even if assistance is provided.

**Confidential Information: additional “redacted copy” of proposal required**

If the Proposer requests redactions to their proposal in accordance with the language below, the Proposer shall also submit one (1) additional “non-confidential” copy of the proposal in unprotected MS Word format with the requested redactions. If no redactions are requested in a proposal, please state that clearly in the Cover Letter.

**REDACTION FOR PUBLIC RECORDS:** Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.345(2), ORS 192.355(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their proposal and all attachments.** “Redaction” means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

When preparing a redaction of a proposal submission, a proposer must plainly mark the redactions by obscuring the specific areas the proposer asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the proposal submission (summary is not included in page limitations). **If a proposer fails to submit a redacted copy of their proposal as required, the City may release the proposer’s original proposal without redaction.** If the entire proposal is marked as constituting a “trade secret” or being “confidential”, at the City’s sole discretion, such a proposal may be rejected as non-responsive.

Unless expressly provided otherwise in this QBS-RFP or in a separate written communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. The City agrees not to disclose proposals until the City has completed its evaluation of all proposals and publicly announces the results.

Please refer to the GENERAL INSTRUCTIONS AND CONDITIONS for more information about confidential information within public records.

**4. PROPOSED COST INFORMATION**

**Successful Proposer(s) will submit, as a separate file, one copy of the Proposer’s proposed billing rate information to provide services in Excel or PDF format within seven (7) calendar days after the City issues the Notice of Intent to Negotiate and Award. The Successful Proposer’s failure to provide proposed costs to the City within seven (7) days will be cause for the City to terminate negotiations with the selected consultant and negotiate with the next most qualified**

**consultant.** The cost information requested WILL NOT be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process. Information must include the following:

- 1) **Billing Rate information.** Billing rate information must include the classification and minimum/maximum hourly billing rate for each classification (including all known subconsultants).

After the Notice of Intent to Negotiate and Award has been issued, Proposed Cost Information from the successful Proposer(s) will be opened and reviewed by the City. Proposed Cost information from unsuccessful Proposers will not be requested by the City.

Discretionary adjustment of labor rates due to inflation should be submitted in writing by the Consultant on an annual basis. Approval of rate increases is solely within the City's discretion and in no circumstances is the City obligated to approve such a request. Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the Price Agreement;
- No more than one increase shall be granted per Price Agreement year;
- Rate increases may not exceed the average of the last half of the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the West Region Class Size A inflation rate (as determined from the US Bureau of Labor Statistics).
- Rate increases shall not be retroactive.

**Additional information.** The main points with regard to budget management for the contract are: The overall contract will reflect a not-to exceed agreement amount.

Any changes to the contract shall be submitted in writing as a request to the City by the successful Proposer(s). All changes will require written approval through a formal amendment to the contract and must include the City's approving authority's signature(s) and the successful Proposer's approving authority's signature prior to any change.

Compensation for the successful Proposer's subconsultants will be limited to the same restrictions imposed on the successful Proposer. The maximum markup on subconsultant services will not exceed 5% for the total term of the contract.

**Reimbursable(s).** Proposers are required to include a separate reimbursable line item in their cost proposal, this includes any travel allowances required. There will be no increases to any reimbursable(s) during the term of the contract. The following are reimbursable to the successful Proposer at their cost (i.e. without markup): travel beyond a 100-mile radius of Portland when specifically required by the contract (which may also specify limits on travel costs and per diem charges), document reproduction costs, mileage costs directly attributable to the work, and approved reimbursable direct costs. Proposers are required to include any and all travel in their estimates, including any beyond a 100-mile radius of Portland and indicate why this travel would be necessary. If pre-approved by the City, allowable costs of travel shall be determined in accordance with the General Services Administration (GSA) per diem rates in effect on the date of this Contract.

**Payments.** Compensation to the successful Proposer will be based on invoices, electronic monthly utilization reports and monthly progress reports completed for work and submitted to the City, which will document completion of task/subtask and provide detailed documentation of work task activity by the successful Proposer (including subconsultants). The successful Proposer will be required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the contract are not eligible for reimbursement.

## 5. COST OF RESPONDING

All costs incurred by the Proposer in preparation of proposals to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the Proposer; the City shall not be liable for any of these costs. At no time will the City provide reimbursement for submission of a proposal unless so stated herein.

## 6. CIVIL RIGHTS DATA COLLECTION

The City of Portland collects data on equal access to contracting opportunities to understand and inform the City's development of civil rights policies and strategies, and compliance with the civil rights laws. The information provided in this section will be retained separately and will not be used for purposes of evaluating and scoring proposals.

### 1) Workforce Diversity:

Describe your firm's workforce demographics.

### 2) Oregon State Certification:

Please indicate if the Proposer currently holds a certification with the State of Oregon Certification Office for Business Inclusion and Diversity (COBID). If so, provide your certification number.

### 3) Proposer's Subconsultant Contracting Utilization Declaration of Understanding:

A Proposer's Subconsultant Contracting Utilization Declaration of Understanding (see Exhibit A) is a required submission for this RFP.

## 7. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (QBS-RFP). Proposals must follow the format outlined in this QBS-RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposals shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Corporate Responsibility
6. Supporting Information
7. Civil Rights Data, including a completed Proposer's Subconsultant Contracting Utilization Declaration of Understanding (see Exhibit A)

## SECTION C EVALUATION CRITERIA

### 1. COVER LETTER

By Submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the QBS-RFP), the stated insurance coverage and limitations, and the standard contract provisions of the Design Services contract. Any exceptions to the requirements or requests for waivers MUST be included in the proposal Cover Letter or they will not be considered.

The Cover Letter must include the following:

- QBS-RFP number and project title
- Full legal name of proposing business entity

- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address
- Provide the address of the Proposer's home office and the address of the office that will manage the project, if applicable.
- Statement that no redactions are requested, if applicable

**A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.**

If the Proposer has a current City of Portland Business Tax registration, has completed the City's Equal Employment Opportunity (EEO) and Equal Benefits (EB) certifications online, include in the Cover Letter the Proposer's City of Portland Business Tax number and a statement that the Proposer's EEO and Equal Benefits certifications are complete.

## 2. PROJECT TEAM

Please provide the following:

- Approximate number of people to be assigned to the project.
- Extent of company's principal member's involvement.
- Names of key personnel who will be performing the work on this project, and:
  - their roles and responsibilities on this project
  - current assignments and location
  - directly relevant experience on similar or related projects
  - unique qualifications
  - demonstrated performance record of key personnel
  - percentage of their time that will be devoted to the project
- Provide a professional resume for each key personnel, including key personnel of any Subconsultant(s) proposed to be assigned to the project. Resumes shall include educational background, professional development, and demonstrate that the individual(s) meets the qualification and experience requirements for performing the work outlined in this RFP.
- Proposals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with the Proposer. Describe the project manager's experience with similar projects and with managing and leading interdisciplinary teams. List other projects the proposed project manager is currently assigned to.
- Describe the on-going training (continuing education or experience) key team members have received, specifically as it relates to energy efficiency, green building/infrastructure design and methods, material optimization, or identifying and utilizing least-toxic and low-carbon products and materials.
- Describe the on-going training key team members have received, specifically as it relates to the City's Core Values of anti-racism and anti-discrimination.
- Team qualifications and experience on similar or related projects:
  - qualifications and relevant experience of prime consultant
  - qualifications and relevant experience of sub-consultants, if any

### 3. PROPOSER'S CAPABILITIES

- Describe the Proposer's legal structure, areas of expertise, length of time in business, number of employees (as applicable), and other information that would be helpful in characterizing the Proposer. Provide the same information for any subconsultants performing key scopes of work on the project.
- Describe similar projects performed by key personnel listed above (in Project Team) within the last    years, which best characterize Proposer's capabilities, work quality and cost control.
- For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which the Proposer worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead Proposer.
- Describe similar projects with other government agencies.
- Describe Proposer's resources available to perform the work for the duration of the project and other on-going projects.
- Describe Proposer's internal procedures and/or policies associated or related to work quality and cost control.
- Describe Proposer's management and organizational capabilities.

Describe or provide a detailed description of Proposer's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met. Include organizational charts, a statement regarding lines of authority and responsibility, and a statement regarding how the Proposer is prepared to respond promptly to problems and any changes to scope of work.

### 4. PROJECT APPROACH AND UNDERSTANDING

For each phase of work, the project approach should:

- Describe the proposed work tasks and activities, and provide a narrative description of how the Proposer proposes to execute the tasks during each phase of the project.
- Identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with City staff.
- Based on the Proposer's expertise and experience with similar projects, demonstrate how the Proposer will effectively complete the proposed project.
- Identify the time frame estimated to complete each task.

If applicable, discuss any unique aspects of the project, alternative approaches the City might wish to consider or special considerations related to programmatic/funding requirements.

### 5. CORPORATE RESPONSIBILITY

Through the adoption of Council Resolutions, the Portland City Council has shown its commitment to contracting with equitably aware and environmentally responsible businesses. The City values and supports diversity, advancing equity, is dedicated to expanding economic opportunities by growing both the demand for and capacity of local contractors, including those owned by people of color and women.

All Proposers must address the following in their proposals:

#### **a. Equal Employment Opportunity and Access in Subcontracting**

- How are you providing equal opportunity and access in subcontracting for all businesses, including minority- and women-owned businesses? Your approach and description must, at a minimum, address the following:
  - Approach and methodology for identifying subcontracting opportunities (including suppliers, manufacturers and services) as an equal opportunity employer.
  - How outreach will be conducted to inform all businesses of opportunities.
  - Any mentoring and technical assistance to be made available to subconsultants.
  - Any financial assistance, including prompt pay and/or other forms of financial assistance that increases subconsultants' capacity and capability for maximum participation.
  - Any strategies, methods, initiatives, or examples of innovation to provide equal opportunity and access in subcontracting which Proposer may utilize in execution of the work.
- For three (3) projects of comparable scope worked during the past three (3) years, for either public agency or non-public agency projects, list:
  - Project name
  - All subconsultants utilized under those projects
  - Total project value (including amendments, if any)
  - Percentage of total project dollars paid to each subconsultant
- List the top three actions/ongoing practices the Proposer has implemented to ensure that its subconsultants provide opportunities in their internal workforce for everyone, including people of color and women, at all levels of its organization

**b. Equal Opportunity Employer and Community Involvement**

- List the top three (3) actions/ongoing practices the Proposer has implemented to ensure you provide opportunities for, and remove barriers to, employment in your workforce for everyone, including people of color and women, at all levels of your organization. Include any performance metrics that characterize these practices.
- How do you approach internal on the job training, mentoring, technical training, and/or professional development and advancement opportunities for your workforce?
- Describe the Proposer's employee compensation structure – as applicable, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe the Proposer's commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

**c. Sustainable Business Practices**

- List the top three actions/ongoing practices the Proposer has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.). Reference implementation dates, timelines, and any performance metrics that characterize your achievements.
- Describe any potential opportunities for reducing greenhouse gas (GHG) emissions as it relates to this RFP.
- Does the Proposer hold any third-party certifications related to sustainable business operations (e.g. B-Corp certification or similar)? If so, reference the name of the certification, a link to the certification requirements and who administers the certification.

The City expects thoughtful consideration of all of the above Corporate Responsibility criteria in the preparation of proposals. The successful Proposer will be required to submit subconsultant payment and utilization information electronically to ensure that subconsultants are utilized to the extent proposed and submitted in the Task Orders. The successful Proposer and their subconsultants will be required to utilize the City's automated compliance audit process

for prime contractors and subcontractors. The successful Proposer will not be permitted at any time to substitute, delete, or add a subconsultant without the prior written approval of the Chief Procurement Officer.

## **PART III PROPOSAL EVALUATION**

### **SECTION A PROPOSAL REVIEW AND SELECTION**

#### **1. EVALUATION CRITERIA**

An Evaluation Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section C. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals

The choice of how to proceed, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the City.

The proposal evaluation process consists of a series of Evaluation Levels that will lead to the identification of a Successful Proposer. Each proposal response will be evaluated in accordance with the following evaluation criteria:

**Evaluation Level #1 – Written Scoring:** Responses meeting the mandatory and responsiveness requirements will be further evaluated as part of Evaluation Level #1. One hundred possible points are available at Level #1. This step consists of a detailed review and scoring by the Committee of the proposals as follows:

<b>Level #1 Evaluation Criteria</b>		
<b>Criteria</b>	<b>Maximum Level #1 Score</b>	<b>Point Distribution by Subsection</b>
1. Cover Letter		REQUIRED
2. Project Team	28	
3. Proposer's Capabilities	20	
4. Project Approach	28	
5. Corporate Responsibility	24	
Equal Employment Opportunity and Access in Subcontracting		8
Equal Opportunity Employer and Community Involvement`		8
Sustainable Business Practices		8
<b>Total:</b>	<b>100</b>	

**Evaluation Level #2 – Interview Scoring:** If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations to further clarify the Proposer's proposal(s). The number of proposals on the "short list" depends on whether the Committee believes such proposals have a reasonable chance of scoring well enough to be awarded a contract. Proposers invited to participate in Evaluation Level #2 (oral interviews) will be given

additional information regarding the City’s desired content a reasonable time before the scheduled Evaluation Level #2 oral interviews/presentations are held. The scoring of the Level #2 will be as follows:

Level #2 Evaluation Criteria	
Criteria	Maximum Level #2 Score
Interview Questions (to be determined)	100
<b>Total:</b>	<b>100</b>

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the QBS-RFP. At the City’s sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this QBS-RFP may be cause for the Proposer’s proposal to be rejected and disqualified from further consideration.

The City has the right to reject any or all proposals for good cause in the public interest, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation and selection process.

**NOTE: In the City’s discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City’s attention and regardless how the Proposer’s proposal may have been scored. Proposals may also be rejected if they use subconsultants or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.**

## 2. SCORING PROCESS

For Evaluation Level #1, the sum of all points earned by a Proposer from all proposal evaluators will be the Overall Score for Level #1. The Evaluation Committee may choose to focus on only a limited number of proposals by developing a “short list” to move on to Evaluation Level #2 based on the scores from the written proposals. Or they may choose to proceed directly to contract negotiation and award.

If Proposers move to Evaluation Level #2, then the proposal scores from Level #1 will not be used during the oral interview/presentation process and they will be scored based on the Level #2 criteria alone. Following completion of the Evaluation Level #2 scoring, each Proposer’s Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring proposal(s), based on their Total Overall Score, may be identified as the Successful Proposer(s).

## 3. CLARIFYING PROPOSAL DURING EVALUATION

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

# SECTION B CONTRACT AWARD

## 1. CONSULTANT SELECTION

Following the Evaluation Committee’s final determination of the highest scored Proposer, the City will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if

it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached. A Consultant selection process will be carried out under Portland City Code Chapter 5.10.

The selection of the Successful Proposer shall be based on negotiated costs and conformance to the City's terms and conditions. Negotiations will follow with the Successful Proposer, and if successful, the consultant and City will enter into a service contract for the work. If agreement concerning the negotiated costs, schedule, and scope of work cannot be reached with the Successful Proposer within a time period deemed reasonable to the City, the City may, at its sole discretion, terminate such negotiations and begin negotiations with the next highest scored proposer from the Short List.

## **2. CONTRACT DEVELOPMENT**

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this contract shall be a public record and not exempt from disclosure, including items redacted from the proposal. The form of contract shall be the City's Contract for PTE Services.

## **3. REVIEW AND PROTESTS**

REVIEW: Following the Notice of Intent to Negotiate and Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.345, 192.355 and/or ORS 646.461 et seq., will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS: Proposers who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Proposers who wish to protest their elimination shall file a protest within seven (7) calendar days of the notice. Protests may be submitted to the Chief Procurement Officer for this formal solicitation only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, unless otherwise noted, following the date the City's Notice of Intent to Negotiate and Award or Notice to Short List was issued. The protest must specifically state the reason for the protest and show how its proposal or the successful proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Chief Procurement Officer may waive any procedural irregularities that had no material effect on the selection of the proposed consultant, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the Bureau to cancel the solicitation, and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Negotiate and Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.

**EXHIBIT A**  
**PROPOSER'S SUBCONSULTANT CONTRACTING UTILIZATION DECLARATION OF UNDERSTANDING**  
*(include with proposal submitted in response to City of Portland RFP #0000XXXX)*

I, \_\_\_\_\_, representing \_\_\_\_\_, hereby confirm that:  
(Name of Representative) (Proposing Entity)

1. Providing equal opportunity and access in service delivery is integral for the work anticipated under this RFP and the resulting Price Agreements. As a proposing prime consultant, we will strive to conform to the City's goals to expand economic opportunities of local consultants through outreach efforts to a wide range of businesses, including minority- and women-owned businesses.
2. The City will use prime consultant's proposal regarding outreach to local subconsultants and efforts to provide equal opportunity and access as a basis for evaluating prime consultant's compliance under the Contract for awarding Task Orders.
3. The City will reserve the right to engage in parallel or serial Task Order negotiations in order to maximize economic opportunities and access for all businesses for any given Task Order.

Having confirmed the preceding understandings, the proposer, \_\_\_\_\_, will work with the City to provide equal opportunity and access in subcontracting for all businesses, including minority- and women-owned businesses by:

1. Providing all access and outreach efforts set forth in proposer's Proposal regarding Corporate Responsibility including, but not limited to, equal employment opportunity and access in subcontracting efforts.
2. Working to identify subcontracting opportunities and conducting outreach to inform all businesses of opportunities as part of the proposed Task Orders.
3. Mentoring and providing technical assistance to the firms utilized as subconsultants throughout the duration of the Task Order, to the extent such subconsultants may benefit from the experience of the prime Consultant.
4. Ensuring prompt payment to subconsultant(s) upon completion of their work under any executed Task Order.
5. That completion of this Proposer's Subconsultant Contracting Utilization Declaration of Understanding is a mandatory requirement, and the signed form must be included as part of any proposal submitted in response to City of Portland RFP #0000XXXX. Failure to include the signed Declaration with the proposal submission may lead to the proposal being rejected as non-responsive.

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Signature of Representative

## **EXHIBIT B**

**(Attached Separately)**

## EXHIBIT C



CONTRACT NUMBER 3100...  
Task Order Number PM&C fills out

**Project:** project name  
**Project No:** project number

The Contract by and between Consultant Name, hereinafter called Consultant, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for Type of service on-call services.

**Current Contract Value:** *Master Commitments Module – This is the Price Agreement NTE value*  
**Task Order NTE Amount:** *Amount of this task order*

As directed in the Contract, this executed Task Order directs Consultant to perform the services as outlined below.

### **A.1 Project Background:**

### **A.2 Scope:**

### **A.3 Requirements:**

Consultant must perform the following task(s):

A.3.1

A.3.2

A.3.3

### **A.4 Deliverables and Schedule:**

Deliverables and Schedule for this Task Order shall include:

1.

2.

## EXHIBIT C

3.

All deliverables must be completed in an approved format.

### A.5 Period of Performance:

The period of performance for this Task Order 'is NTP through Click to enter a date..

### A.6 Key Personnel for this Task Order:

The Consultant shall assign the key personnel to do the work in the capacities designated as shown in Exhibit XX to this Task Order. Key personnel are defined as project manager and subject matter experts. Consultant may not change personnel unless authorized by a written Amendment to the Task Order.

### A.7 Hours and Cost:

The maximum compensation for this Task Order shall not exceed \$amt of request unless authorized by a written Amendment to the Task Order. The hourly rates shall be as indicated in the Contract. The Tasks breakdown of the not-to-exceed amount is shown in Exhibit XX to this Task Order. Consultant may not reallocate compensation between Tasks without the written approval of the Project Manager.

### A.8 SUBCONSULTANT Participation for this Task Order:

Consultant agrees they will use the following subconsultant(s) on this Task Order in the following Total Dollar amounts and Percentages listed. Consultant may not change subconsultants unless authorized by a written Amendment to the Task Order.

SUBCONSULTANT(S) TO BE USED	ROLE ON PROJECT	TOTAL DOLLARS COMMITTED	PERCENTAGE
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

All provisions of the original Contract shall remain in full force and effect.

This Task Order may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Task Order.

The parties agree the City and Consultant may conduct this transaction, including any Task Order amendments, by electronic means, including the use of electronic signatures.

**EXHIBIT C**

**CONSULTANT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF PORTLAND:**

\_\_\_\_\_  
Chief Procurement Officer

<b><i>Accounting Info:</i></b>	
WBS, Internal Order, and/or Grant #:	DPO#:

## EXHIBIT D

**(Attached Separately)**

## EXHIBIT E

**(Attached Separately)**