REQUEST FOR PROPOSALS #14-15
FOR BROADWAY CORRIDOR FRAMEWORK PLAN

Proposals Due: April 30, 2015
by 2:00 PM (Pacific)

A voluntary pre-proposal meeting for this RFP will be held on
April 13, 2015 at 9:00 a.m. (Pacific) at PDC offices (see Section 6.3 of this RFP)

Direct all questions and submit one (1) original, seven (7) color photocopies,
and one (1) electronic proposal (on CD-R) to PDC’s SOLE POINT OF CONTACT for this RFP:

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

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

PDC encourages the participation of certified minority-owned, women-owned,
and emerging small businesses in this contract opportunity.
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## LIST OF EXHIBITS

- EXHIBIT A. Study Area (aerial photo)
- EXHIBIT B. Project Resource Library
- EXHIBIT C. Price Proposal Form
1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: Broadway Corridor Framework Plan
Solicitation Number: RFP # 14-15
Solicitation Coordinator: Daniel Spero, CPPB; Professional Services Manager
Contact Information: (503) 823-3291 (direct)
SperoD@pdc.us (email)
Proposal Delivery Location: Portland Development Commission
Attn: Daniel Spero, Professional Services
222 NW 5th Avenue
Portland, OR 97209

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission (“PDC” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced firms or teams (“Proposers” or “you(r)”) to create a framework plan for the Broadway Corridor in the River District Urban Renewal Area in Portland, Oregon.

1.3 SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

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

<table>
<thead>
<tr>
<th>Solicitation or Contract Award Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>April 3, 2015</td>
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<tr>
<td>Pre-Proposal Meeting (see Section 4.3)</td>
<td>April 13, 2015</td>
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<td>Deadline for Questions and Requests for Changes*</td>
<td>April 15, 2015</td>
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<tr>
<td>PROPOSAL DUE DATE AND TIME (no later than)</td>
<td>APRIL 30, 2015 by 2:00 PM (Pacific Time)</td>
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<tr>
<td>Finalist Interviews (optional, tentative)</td>
<td>Week of May 11, 2015</td>
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<tr>
<td>Notice of Intent to Award, Issued (tentative)</td>
<td>May 15, 2015</td>
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<tr>
<td>Deadline for Protest of Intent to Award</td>
<td>Seven (7) calendar days after Notice of Intent to Award is released</td>
</tr>
<tr>
<td>Contract Effective Date (anticipated)</td>
<td>May 29, 2015</td>
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* PDC may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of changes to this RFP by regularly checking the appropriate RFP folder on PDC’s website at www.pdc.us/bids (under “Open Public Bid Opportunities”).
2.0 PDC AND PROJECT BACKGROUND

2.1 ABOUT THE PORTLAND DEVELOPMENT COMMISSION

Created by Portland voters in 1958, PDC has been a driving force in Portland’s reputation for vibrancy and livability. As Portland’s urban renewal and economic development agency, PDC focuses on investing in the job creation, innovation, and economic opportunity that will transform Portland into one of the world’s most desirable and equitable cities.

To achieve this end, PDC’s Strategic Plan focuses on five goals:

- Strong Economic Growth and Competitiveness
- Social Equity
- Healthy Neighborhoods
- A Vibrant Central City
- Effective Stewardship over our Resources and Operations, and Employee Investment

As the city's economic development and redevelopment agency, PDC is responsible for achieving the city's key placemaking, job creation, and economic opportunity objectives. PDC engages in public-private partnerships to revitalize key commercial corridors and pursue catalytic redevelopment projects with a focus maximizing the social and financial return for the city. PDC also supports existing and new businesses navigate a wide variety resources, assists businesses in evaluating Portland as a viable and effective location where a company can thrive, and connects business owners with financial and technical resources that can give companies a competitive edge. For more information, visit the PDC website at http://www.pdc.us

2.2 ABOUT THE PROJECT

The Broadway Corridor and more particularly the US Postal Service (“USPS”) site, located within Portland, Oregon’s northwest quadrant, is identified in the City of Portland’s Central City 2035 Plan1 (“CC2035”) as a key opportunity site for high density employment and signature city attractions, connecting the Old Town/Chinatown and Pearl District neighborhoods. The CC2035 plan for downtown and central areas of Portland addresses challenges and opportunities to ensure Portland’s unique economic, transportation, cultural and educational hub continue to be a vibrant resource for all Portlanders over the next 25 years. The West Quadrant Plan2, an element of the broader CC2035, further requires a master plan to guide redevelopment of the USPS site prior to development.

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1 https://www.portlandoregon.gov/bps/47907
2 https://www.portlandoregon.gov/bps/61672
The PDC owns multiple properties within the Broadway Corridor area, including vacant and/or surface parking properties adjacent to NW Broadway, as well as Union Station – Portland’s primary multi-modal transportation hub. Built in 1896, Union Station is an active hub for Amtrak passenger rail; however PDC aims to further position and activate the station as a gateway to the city and surrounding neighborhood. PDC is also in negotiations with the US Postal Service to acquire their 14 acre site to the west of NW Broadway. PDC seeks to initiate a planning process for the broader Broadway Corridor area, with particular focus on the USPS site, (the “Study Area”) through a two-phase process.

The Broadway Corridor Framework Plan ("Framework Plan") will serve as the first phase of the planning process. A potential second phase, pursuant to PDC’s successful acquisition negotiations with the USPS, is anticipated to include a detailed master plan, building upon the work completed in the Framework Plan. The Proposer selected through this RFP process ("Selected Consultant") shall provide PDC with the services necessary to prepare the Framework Plan. At PDC’s discretion, PDC and the Selected Consultant may negotiate a subsequent contract for the completion of the Master Plan services. See Section 2.6.

The purpose of the Framework Plan includes identifying a strategic vision for the Study Area, comprised of key goals, objectives, opportunities, and guiding development principles. The Framework Plan will also provide a preferred development concept for the USPS site.

The Framework Plan will be developed through a series of intensive multi-day charrettes or work-sessions with the intent of setting direction for future development of the Broadway Corridor area, enhancing and accelerating cross-functional collaboration and creative problem solving, and providing guidance for future public-private partnerships to follow. The general structure and timeline for this approach is outlined in Section 3.1 below. PDC seeks input from Proposers on how best to meet the outlined objectives and will work with the Selected Consultant to further refine the preferred approach and contract requirements.
2.3 ABOUT THE STUDY AREA

The Study Area is located at the base of the Broadway Bridge on the west side of the Willamette River in Portland, Oregon (see EXHIBIT A of this RFP for an aerial photo of the Study Area). The Study Area is approximately 24 acres in size and is situated in the River District Urban Renewal Area (“RD URA”). The Study Area is generally bound by NW Ninth Avenue to the east, NW Glisan Street to the south, NW Fifth Avenue and the Union Station railroad tracks to the west, and NW Lovejoy Street to the north. While the Study Area is defined as the parcels within these boundaries, the Framework Plan will consider the Study Area in the larger context of the adjacent development and surrounding neighborhood.

For additional background documents, analyses, and site information on the Study Area, as well as documents specifically referenced in this RFP, see EXHIBIT B of this RFP (“Project Resource Library”).

2.4 ABOUT THE FRAMEWORK PLAN

The objective of the work performed under a contract awarded from this RFP is to formulate a Framework Plan describing: (1) a strategic vision for development of the Study Area, and (2) a preferred development concept for the USPS site. The goal of the Framework Plan is to provide flexibility in concepts and direction to respond to the fluidity of the market, while also increasing certainty regarding development objectives, infrastructure requirements, and anticipated public investment requirements.

Objectives and considerations for the strategic vision for the full Framework Plan Study Area (“Strategic Vision”) include:

- Assessment of existing conditions and opportunities/constraints;
- Identification of key urban design principles, including connections and relationship to adjacent buildings, areas, features and districts, such as Union Station, North Park Blocks, and Broadway Bridge;
- Determination of potential land uses and development densities that balance market analysis realities with maximization of development potential;
- Evaluation and identification of internal traffic circulation;
- Evaluation of parking requirements, needs, and options for development;
- Integration of development with adjacent alternative transportation connections (e.g., light rail, heavy rail, bus, bicycle, pedestrian);
- Assessment of innovative sustainable design opportunities;
- Stakeholder and public involvement

Particular objectives and considerations for the USPS site within the broader Framework Plan include:

- Development of alternative conceptual site plans and data building on the Strategic Vision work that illustrate development and related infrastructure concepts for the site
- Identification of square footage capacity and job density, residential unit, and/or other public use potential
- Identification and prioritization of potential phasing of development
- Preliminary concept level pro formas for each scenario that includes costs for development, including site costs and building costs; Return on Investment; and any a
summary of potential public subsidy that may be needed related to any infrastructure improvements
- Identification of impacts of regulatory requirements (e.g., height/FAR, new infrastructure) on maximizing site development potential and/or financial feasibility
- Stakeholder and public involvement

2.5 CONSULTANT TEAM COMPOSITION

The prominence of the Study Area represents an exceptional opportunity for influencing the fabric of the Central City and strengthening connections to adjacent neighborhoods and the surrounding region. To meet this extraordinary challenge, PDC is seeking an influential firm with national and/or global experience and a portfolio containing exemplary accomplishments in the field of urban planning and design. Partnership with resident expertise to provide local knowledge and day-to-day project management capacity, while helping to adhere to project schedules and budget, will also be critical for success.

The prime consultant is expected to assemble an experienced, multidisciplinary team that is committed to a creative and collaborative process. Team members must have expertise in urban design, strategic planning, land use analysis and planning, public participation, real estate market analysis, transportation analysis and planning, cost estimating, project management and sustainable design and development technologies and practices. PDC is not requiring that each skill be represented by a different consultant or subconsultant, only that the resource exists within the team. Team composition may vary according to proposals, with a mix of local, regional, and national experience being the most desirable.

2.6 EXPRESSIONS OF INTEREST TO CREATE A MASTER PLAN FOR THE STUDY AREA

As part of this RFP, PDC also seek Proposers’ expressions of interest and willingness to complete a Master Plan for the Study Area in the event PDC is satisfied with the performance of the Selected Consultant during the development of the Framework Plan. These expressions of interest and willingness to complete the Master Plan must be submitted along with the other required submittal materials for this RFP (see Section 5.1).

This RFP and the Proposers’ statement of interest to complete the Master Plan give PDC the option to directly negotiate a contract with the Selected Consultant; however, neither this RFP nor the expressions of interest obligate PDC to negotiate a contract with the Consultant or any other party. In the event PDC does not wish to negotiate a contract with the Consultant for the Master Plan, PDC may use any work products created as part of the Framework Plan contract and issue a separate solicitation to select a consultant to create the Master Plan or employ alternative contracting methods available to PDC under applicable administrative rules. Proposers not willing or able to create Master Plan for the Study Area will be considered non-responsive to this RFP and will not be eligible for contract award.
3.0 WORK REQUIREMENTS

This section describes the work to be performed by the successful Proposer (the “Consultant”) under the contract awarded from this RFP (the “Contract”).

3.1 STATEMENT OF WORK

PDC is seeking a consultant team providing local knowledge combined with national design excellence and experience. Key services and skills the Selected Consultant shall provide PDC include:

- Project Management
- Local Permitting and Market Familiarity
- Urban Design including Sustainability Planning
- Transportation Planning
- Market and Financial Analysis
- Cost Estimating
- Parking
- Charrette / Work Session Planning

Specifically, the Consultant will perform the following tasks and activities and provide PDC with the deliverables (or “Work Products”) listed below:

**Task 1: Project Orientation and Project Management.** The Consultant shall complete reconnaissance of the Study Area, review related materials, and conduct regular project status communications including the following:

- Collect and review the necessary background information, including zoning and land development regulations, the City and Metro’s transportation system plans, past studies and conceptual site plans, applicable plans and policies, and base data from the City including property boundaries and ownership, easements and topography.
- Study Area site visit and visual documentation of existing conditions
- On-going project management team meetings with the PDC Project Team over the duration of the project, estimated at 16 meetings (approximately 1 hour duration each meeting in person or via phone as needed).

**Task 2: Charrette #1 – Project Kick-off & Existing Conditions.** Conduct a series of meetings over one or two days with PDC, the Technical Advisory Committee (“TAC”), and Stakeholder Advisory Committee (“SAC”) (TAC and SAC further described in Section 3.2 of this RFP), to accomplish the following:

- Kick-off Framework Plan process
- Establish a charter for the SAC
- Establish an understanding of the existing conditions of the Study Area
- Conduct a Strengths/Weakness/Opportunities/Threats (“SWOT”) assessment for the Study Area
Task 3: Opportunities and Constraints. Using the information obtained in Task 1, as well as meetings and feedback received from the TAC and SAC in Task 2, the Selected Consultant shall prepare an opportunities and constraints analysis. The opportunities and constraints analysis must identify features which will affect development opportunities within the Study Area, including significant views, streets, open spaces, circulation patterns and any traffic impacts, adjacent uses, redevelopment opportunities, bike and pedestrian access-way connections, and access barriers.

Task 4: Charrette #2 – Strategic Vision Guiding Development Principles, Goals, Objectives. Based on the information obtained in Tasks 1-3, the Selected Consultant, will:

a. Prepare an innovative and interactive methodology for seeking input on the development of guiding development principles, goals, and objectives for the Study Area

b. Conduct a series of meetings over two or three days with PDC, the TAC, and SAC to develop Guiding Development Principles, Goals and Objectives for the Study Area.

c. Prepare a series of conceptual vignettes conveying:
   i. Guiding development principles, goals and objectives;
   ii. Key urban design principles;
   iii. Internal traffic circulation and parking solutions;
   iv. Integration of development with adjacent alternative transportation connections; and
   v. Innovative sustainable design opportunities

d. Facilitate Public Open House #1 to seek input on the draft Guiding Development Principles, Goals and Objectives

Task 5: Development Case Study. Provide a Case Study review and compilation of four to six (4-6) similar and related developments either completed or under construction that inform the Strategic Vision based on relevant examples of development that meet the draft Guiding Principles, Goals and Objectives for the Study Area.

Task 6: Market Analysis. Provide information on the current pipeline of development in the surrounding area and a forecast of the use types that are expected to grow in demand. Provide information to determine the appropriate amount and types of development that can be supported in the Study Area.

Task 7: Charrette #3 – Final Strategic Vision and Preliminary USPS Concept Plans. Based on the information obtained in Tasks 1-6, the Selected Consultant, will:

a. Prepare a summary presentation of the Strategic Vision, including an overview of information prepared and collected in Tasks 1-6.

b. Prepare an innovative and interactive methodology for seeking participation in the preparation and refinement of preliminary development concepts for the USPS site (“USPS Concept Plan”).

c. Conduct a series of meetings over three or four days with PDC, the TAC, and SAC to present the summary presentation (Task 7a); and develop and refine three to five (3-5)
preliminary USPS Concept Plan alternatives. The preliminary USPS Concept Plans must address the following:

1. Implementation of the Strategic Vision
2. Street plan through the site
3. Development entitlement recommendations (height/FAR)
4. Development phasing
5. Urban design and sustainability considerations
6. Concept level detail on building footprints, massing, orientation, height, access, and proposed uses for the parcels
7. Multi-modal site access and circulation and development parking needs
8. Potential public infrastructure improvements
9. Renderings that convey development plans and potential

d. Facilitate Public Open House #2 to share the final Strategic Vision and seek input on the preliminary USPS Concept Plans.

Task 8: Concept Plan Refinement and Assessment. The Selected Consultant will evaluate the preliminary USPS Concept Plans against the Strategic Vision and recommend elimination and/or opportunities for refinement of any of the alternatives. The Selected Consultant will prepare the following assessments for up to three (3) of the refined alternatives:

a. Transportation Analysis. An analysis of the transportation issues and implications of the preliminary USPS Concept Plans in memorandum format. This analysis should consider the development square foot cap, and mix of uses, affiliated with the zoning of the Study Area. Selected Consultant shall provide insight into the options and alternatives for development and anticipated parking supply/demand.

b. Preliminary Public Cost Estimates. A compilation of anticipated infrastructure and/or environmental costs (e.g. streets, parks, parking), and potential public investment required.

c. Financial Feasibility Analysis. An analysis of the financial feasibility of the preliminary Concept Plans and implications based on the market analysis (Task 6) and the Preliminary Public Cost Estimates (Task 8b). For each alternative, the financial feasibility analysis should identify the potential return on investment (ROI), including residual land value, and provide a summary of information on any public investment that may be necessary to make the concept plan financially feasible.

Task 9: Preferred Concept Plan. Based on the information obtained in Task 8, the Selected Consultant will recommend and prepare one Preferred USPS Concept Plan, and refine associated information from Tasks 8 as appropriate. In addition, the following will be prepared:

a. Implementation Metrics. A list and detail for measurable next steps to be utilized towards future development in order to meet the Strategic Vision (e.g. disposition and infrastructure approach, permitting and regulatory approach, etc.).
Task 10: Charrette #4 – USPS Concept Plan Summary. The Selected Consultant, will:

a. Prepare a summary presentation including an overview of information prepared and collected in Tasks 7-9.

b. Conduct a series of meetings over one or two days with PDC, the TAC, and SAC to share summary presentation and Preferred USPS Concept Plan.

c. Facilitate Public Open House #3 to share summary information and Preferred USPS Concept Plan.

Task 11: Draft and Final Framework Plans. Selected Consultant shall complete and assemble all of the analyses and graphics from Tasks 1 – 10 above into a report (the “Draft Report”). The Draft Report must be circulated to PDC, the TAC, and the SAC for review and comment (one (1) reproducible, electronic copy in MS Word on CD-ROM or by email attachment to the PDC Project Manager). Selected Consultant shall make revisions to the Draft Report to incorporate and address comments raised by the reviewers and submit a Final Framework Plan to PDC (fifteen (15) bound copies and one (1) reproducible, electronic copy in MS Word on CD-ROM).

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

3.2 STAKEHOLDER INVOLVEMENT

PDC will manage, coordinate, schedule, arrange venues and provide notification for Project Management Team meetings as well TAC and SAC meetings. Selected Consultant shall attend and participate in these meetings. For the public meetings, PDC will provide/arrange for a venue and refreshments (if appropriate). Selected Consultant shall run, facilitate and participate in the meetings.

a. Technical Advisory Committee (TAC). The TAC is comprised of PDC and City of Portland staff. The TAC will be convened in coordination with the Charrette timeline outlined above. Additionally, PDC shall meet with the TAC as necessary to provide additional technical input.

b. Stakeholder Advisory Committee (SAC). The SAC will be appointed by the Mayor’s Office and will be the primary forum for receiving stakeholder input. The SAC meetings will be scheduled in coordination with the Charrette timeline outlined above.

c. Public Meetings, Three (3) Meeting Minimum. The public meetings will provide the opportunity for public input and feedback on Draft Framework Plan materials, including “Guiding Principles, Goals and Objectives” and the preliminary USPS Concept Plans. The final public meeting will provide the opportunity for public review the refined Framework Plan materials, including the Preferred USPS Concept Plan.
### 3.3 PERFORMANCE SCHEDULE

Work is to be performed and deliverables provided to PDC in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Activities and Deliverables</th>
<th>Estimate Performance Period / Deliverable Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipated Contract Execution Date</td>
<td>On or around May 29, 2015</td>
</tr>
</tbody>
</table>
| **Task 1: Project Orientation and Project Management**  
  - Existing Site Data and Relevant Studies Summary  
  - Project Management Team Meetings (16 meetings) | **Existing Site Summary**: June 10, 2015  
  **Project Management & Meetings**: September 30, 2015 |
| **Task 2: Charrette #1 – Project Kick-off & Existing Conditions**  
  - Charrette meeting series (1-2 days)  
  - SAC charter  
  - SWOT Assessment summary | June 15, 2015 |
| **Task 3: Opportunities and Constraints**  
  - Opportunities and Constraints analysis | June 20, 2015 |
| **Task 4: Charrette #2 – Strategic Vision Guiding Development Principles, Goals, Objectives**  
  - Charrette meeting series (2-3 days)  
  - Draft Guiding Development Principles, Goals and Objectives  
  - Series of conceptual vignettes  
  - Public Open House #1 | July 1, 2015 |
| **Task 5: Development Case Study**  
  - Development Case Study compilation | July 10, 2015 |
| **Task 6: Market Analysis**  
  - Market Analysis including current development pipeline, forecast of use types | July 10, 2015 |
| **Task 7: Charrette #3 – Preliminary USPS Concept Plan**  
  - Charrette meeting series (3-4 days)  
  - Final Strategic Vision  
  - Preliminary USPS Concept Plans (3-5 alternatives)  
  - Public Open House #2 | July 20, 2015 |
| **Task 8: Concept Plan Refinement and Assessment**  
  - Refined USPS Concept Plans (up to 3)  
  - Transportation Analysis  
  - Preliminary Public Cost Estimates  
  - Financial Feasibility Analysis | August 15, 2015 |
| **Task 9: Preferred Concept Plan**  
  - Preferred USPS Concept Plan & updated | September 1, 2015 |
Activities and Deliverables | Estimate Performance Period / Deliverable Due Date
---|---
analysis  
- Implementation Metrics |  
Task 10: Charrette #4 – USPS Concept Plan  
Summary  
- Charrette meeting series (1-2 days)  
- Summary Presentation  
- Public Open House #3 | September 7, 2015  
Task 11: Draft and Final Framework Plans  
- Draft Framework Plan  
- Final Framework Plan | September 30, 2015

### 4.0 CONTRACT REQUIREMENTS

#### 4.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Consultant”) will be invited to enter into a Personal Services Contract with PDC (the “Contract”). The terms and conditions that will govern the Contract can be found in Section 7.0 of this RFP, “Terms of the Contract.” PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon PDC’s issuance of a Notice to Proceed to the Consultant.

#### 4.2 COMPENSATION AND PAYMENT

The maximum compensation of the Contract will be the sum of all fixed price amounts for deliverables plus reasonable reimbursable expenses. Upon successful completion of Contract deliverables, PDC will make payments to the Consultant using the agreed-up price for deliverable (see Section 5.6 and EXHIBIT C.) PDC PAYMENT TERMS: NET 30 DAYS. Any subsequent change to the billing rates, maximum compensation, and/or Contract term will be implemented by written amendment to the Contract, prepared by PDC.

#### 4.3 CONTRACT BUDGET

PDC’s budget for the Contract is $150,000 to $250,000.

#### 4.4 CONTRACT TERM

The initial term of the Contract will be for a period of approximately four (4) months which may be extended upon the mutual written agreement between the parties to the Contract.

#### 4.5 CONTRACT COMPLIANCE. The Contractor must comply with the following before PDC will execute the Contract with that firm:

- **4.5.1 Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.  
  
- **4.5.2 Portland Business License.** Obtain a city of Portland Business License.  

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4.5.3 **Equal Employment Opportunity (EEO).** [Certify as an EEO employer.](http://www.portlandonline.com/omf/index.cfm?c=45665)  

4.5.4 **Insurance Requirement.** Comply with Section 4.6 below.

Fulfilling the requirements listed in this section is not a condition to respond to this RFP and apply only to the selected Proposer.

### 4.6 INSURANCE REQUIREMENTS

At all times during the term of the Contract, Contractor shall maintain, on a primary basis and at its sole expense, the following insurance:

4.6.1 **Workers’ Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage for their subject workers, unless exempt under ORS 656.027.

4.6.2 **General Liability** (GL) insurance on an occurrence basis with a combined single limit of not less than $1,000,000 each occurrence, $2,000,000 general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: "The Portland Development Commission, the City of Portland, and each of their respective officers, agents, and employees.” Acceptable endorsement types include the “CG2026 07 04” (Designated Person or Organization), “CG2010 10 01” (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.

4.6.3 **Automobile Liability** insurance with a combined single limit of not less than $1,000,000, each accident, covering owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.

4.6.4 **Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than $1,000,000 against arising from the Contractor’s professionally negligent acts, malpractice, errors, or omissions related to the Contract.

4.6.5 **Tail Coverage.** If the professional liability insurance is provided on a “claims made” basis, Contractor shall maintain either tail coverage or continuous “claims made” liability coverage for a minimum of twenty-four (24) months following Contractor’s completion and PDC’s acceptance of the Work required under the Contract.

Prior to execution of the Contract, Contractor must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor’s insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon.

5.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

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

All submittal requirements listed as “Mandatory” in this section must be addressed in sufficient detail to demonstrate your understanding of the work requirements contained in this RFP. PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

Page Limit. PDC has not specified a page limit for proposals and expects all proposals will be concise and directly respond to the RFP submittal criteria listed below while omitting extraneous detail.

5.1 COVER LETTER

Provide a summary of your proposal in a one or two-page cover letter. This cover letter should include the following:

- A brief history of your firm and the services your firm proposes to provide PDC
- A list of any subcontractors or subconsultants that will be working on the project, including a brief description of their role
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP
- Your expression of interest to create a Master Plan for the Study Area upon the successful completion of the Framework Plan (see Section 2.6 of the RFP)

5.2 QUALIFICATIONS AND EXPERIENCE OF YOUR PROJECT TEAM

(Mandatory)

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

- An organization chart of the proposed Project Team (including any subcontractors or subconsultants)
- Number of years the prime consultant’s firm (and any subcontractors or subconsultants) has been in business, general scope of services provided, current principal area(s) of expertise, and current number of employees
- Description of experience Project Team members have in working together, especially on projects similar to those described in this RFP
- Description of experience Project Team members have in developing work products similar to those described in this RFP via a series of charrettes or multi-day work sessions with stakeholder involvement
- A list of similar services your firm has provided other public agencies
• Project Team’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

• Any other information that you believe makes the work your Project Team proposes to perform superior to that of other firms or information about your specialty or skill to perform a requested task

5.3 QUALIFICATIONS AND EXPERIENCE OF THE KEY PERSONNEL (Mandatory)

Provide a short but complete profile of each key individual proposed to perform specified tasks under the Contract (the “Key Personnel”), including their work history, key project experience, and pertinent professional qualifications and certifications (Limit: one page per person) Key Personnel are expected to be available for the duration of the Contract term. Removal, substitution, or addition of the Key Personnel will be subject to PDC’s written approval.

5.4 PREVIOUS RELATED PROJECTS AND PROJECT REFERENCES (Mandatory)

• Previous Related Projects. Provide a list of no more than five (5) past projects similar to the work described in this RFP. For each project, provide the following:
  o A short summary of the project, highlighting scope and other similarities
  o Key personnel involved and their responsibilities
  o Work products generated
  o Approximate delivery timeline

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

• Project References. For at least three (3) of the projects listed in the preceding section, supply reference information for PDC to contact regarding the quality of your firm’s work as well as cost, scope, and schedule control. References may or may not be contacted. For each reference, include the name of the client and a contact name with phone number and email address.

5.5 PROJECT APPROACH AND METHODS (Mandatory)

PDC challenges Proposers to consider innovative approaches for achieving the project goals and objectives described in Section 2.4 and to recommend alternative strategies for accomplishing the Work described in Section 3 where applicable. Provide a clear and concise description of the approach and methods your firm proposes to complete the Work described in Section 3.1 of this RFP, including any recommended modifications. For all phases of work, include the following:

• Proposed tasks and activities, including approach and methods that will be used to accomplish those tasks and activities

• Specific personnel assigned to perform the tasks and activities (including the personnel of subcontractors or subconsultants, if applicable)

• Time frame estimated to complete each task

• Description of the proposed Work Product(s) that will result from each task or activity

• Any recommended deviations or improvements of the scope listed in Section 3.1 or the scheduled listed in Section 3.3
PDC encourages creativity and innovation for all aspects of the proposed project vision and execution.

5.6 COST PROPOSAL (Mandatory)

- **Consulting Costs.** Propose the estimated cost to effectively complete the work and requirements described Section 3.1 of this RFP by completing EXHIBIT C, the Price Proposal Form. If Proposers choose to propose pricing in a different format, such pricing must substantially resemble the form and format of EXHIBIT C.

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

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

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles
- Meals and incidental expenses must be calculated using the current U.S. General Services Administration (“GSA”) per diem rate for Portland, Oregon with the first and last day of travel prorated accordingly
- Automobile travel using Key Personnel’s privately-owned vehicles (“POV”) to and from an airport will be reimbursed at the current GSA rate for POVs and the lesser of: a) the distance from the Key Personnel’s residence to the airport or b) the distance from the Key Personnel’s place of business to the airport; local ground travel using Key Personnel(s)’ POV will be reimbursed at the same rate
- Travel costs will be reimbursed at direct cost (i.e. without mark-up)

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

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6 [http://www.gsa.gov/portal/category/100120](http://www.gsa.gov/portal/category/100120)
7 [http://www.gsa.gov/portal/content/100715](http://www.gsa.gov/portal/content/100715)
8 [http://trimet.org/](http://trimet.org/)
General Pricing Instructions

- All unspecified costs shall be borne by the Consultant
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

5.7 PROMOTION OF CERTIFIED FIRMS (Mandatory)

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

- **Certification Status.** Is your firm currently a Certified Firm or has your firm recently applied for certification with the State of Oregon’s Office of Minority, Women and Emerging Small Business (“OMWESB”)? If so, provide a copy of the OMWESB’s approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.

- **Subcontracting Plan.** Do you intend to subcontract any element of the work described in this RFP? If so, provide the following information (a) the name(s) of the Certified Firms(s) and (b) the aspects of the work that will be subcontracted to Certified Firm(s)

- **Past Experience.** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past thirty-six (36) months? If so, indicate both the project(s) and the role of the Certified Firm(s) on the project(s)

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

PDC encourages you to do one or more of the following to find D/M/W/ESBs for your projects:

- Find D/M/W/ESB firms at [https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp](https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp)

- Contact PDC’s Equity Coordinator, Patricia Weekley, at (503) 823-3057 (direct) or WeekleyP@pdc.us (email), to learn about resources available to assist you in identifying potential Certified subcontractors or subconsultants

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

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

5.8 PROPOSER CERTIFICATION

Complete and return Section 8.0 of this RFP, “Proposer Certification,” with your proposal.
### SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA (SCORED)</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>➢ Qualifications and Experience of Your Project Team</td>
<td>20</td>
</tr>
<tr>
<td>➢ Qualifications and Experience of the Key Personnel</td>
<td>35</td>
</tr>
<tr>
<td>➢ Previous Related Projects and Project References</td>
<td>25</td>
</tr>
<tr>
<td>➢ Project Approach and Methods</td>
<td>35</td>
</tr>
<tr>
<td>➢ Cost Proposal</td>
<td>25</td>
</tr>
<tr>
<td>➢ Promotion of Certified Firms</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total Available Points</strong></td>
<td>160 POINTS</td>
</tr>
</tbody>
</table>

**NON-SCORED SUBMITTAL REQUIREMENTS**

- Cover Letter: Not Scored
- Proposer Certification: Not Scored

## 6.0 CONDITIONS OF THIS RFP

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

### 6.1 Reservation of Rights

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

### 6.2 Proposal Preparation and Submission Instructions

#### 6.2.1 Quantities of Proposals

Proposers must submit the following materials which must be received by PDC at the proposal delivery location listed in Section 1.1 of this RFP no later than the “Proposal Due Date and Time” listed in Section 1.3 of this RFP:

- One (1) original proposal
- Seven (7) color photocopies of the same pages
- One (1) electronic copy on CD-ROM in either Adobe Acrobat or MS Word

**THE ORIGINAL PROPOSAL MUST BEAR AN ORIGINAL INK SIGNATURE AND MUST BE MARKED “ORIGINAL.”**

#### 6.2.2 Packaging and Labeling

Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, the package or envelope must be **clearly marked** with the following:
• RFP Solicitation Number
• Proposer’s name and address
• Date and time proposals are due
• Name and address of PDC’s Solicitation Coordinator for this RFP

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

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

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

6.3 **Pre-Proposal Meeting.** A voluntary pre-proposal meeting for this RFP will be held on Monday, April 13, 2015 at 9:00 a.m. (Pacific Time) at PDC offices at 222 NW 5th Avenue, Portland, Oregon in the first floor Commission Room. Attendance at this meeting is recommended but not required. This RFP, the project and PDC’s procurement and contract process will be explained at the meeting. Attendees will also be given the opportunity to ask questions to PDC’s staff to help clarify PDC’s expectations of the Project. Verbal comments or responses given by PDC staff are not binding and will not serve to modify any portion of this RFP unless later confirmed in a written addendum to this RFP. PDC may request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing (see Section 6.4 below). Proposers are encouraged to bring a copy of this RFP to the pre-proposal meeting as copies will not be provided. Proposers are responsible for all costs associated with attendance at this meeting.

6.4 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email (preferred), mail, or fax and must contain the following:

• RFP solicitation number and title
• RFP section being questioned
• Specific question or request for change

All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3 of this RFP.

6.5 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any
changes made in any addendum into their final proposal. Failure to do so may cause the Proposer’s proposal to be rejected.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to PDC’s Contract Opportunities website (www.pdc.us/bids) to check for any addenda that have been issued for this RFP. PDC may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by PDC and modifying their proposal accordingly.

6.6 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and PDC will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.

6.7 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.

6.8 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the PDC Board of Commissioners or any PDC employee not specifically named in this RFP, except upon invitation by PDC in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. PDC will not hold “one-on-one” meetings with any interested party during the RFP process outside of a formal interview.

6.9 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

6.10 **Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of PDC and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192. Any portion of a proposal that a Proposer claims to constitute a “trade secret” must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

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

If a Proposer marks every page or includes a blanket statement that the entire proposal is “Confidential” or “Proprietary,” the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed. PDC will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise. After award, the Contract between PDC and the successful Proposer will be a public document and no part of the Contract can be designated as “Confidential.”

Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until PDC has issued its Notice of Intent to Award.
6.11 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and PDC is under no obligation to request additional information if it is not included within your proposal. However, PDC may (a) request Proposers submit additional information during the proposal evaluation period; or (b) overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.

6.12 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless PDC agrees to the withdrawal or modification in writing.

6.13 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. This committee will include staff of PDC and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 5 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer’s written response as well as any relevant information that PDC may subsequently request or discover. PDC will then add individual committee members’ scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).

6.14 **Interviews (Optional).** At PDC’s option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.

6.15 **Selection Process.** If interviews are not conducted, PDC will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, PDC reserves the right to either re-score the Finalist Proposer(s)’ proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award decision based on the cumulative strength of the Finalist Proposer(s)’ proposal and interview.

6.16 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, PDC may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to PDC, with respect to the Proposer’s successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. PDC reserves the right to use any information or reference that may be discovered. PDC may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.

6.17 **Notice of Intent to Award.** After completion of the evaluation process, PDC will name an “apparent successful Proposer” and issue a Notice of Intent to Award (“NOIA”) a contract to this Proposer. Identification of the “apparent successful Proposer” is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the
NOIA by email. Once the NOIA has been issues, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.

6.18 **Protest of Selection Process.** Any protest of PDC’s selection process must be submitted in writing to the PDC Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of issuance of the NOIA. The envelope containing the protest must be marked with the Proposer’s name and corresponding solicitation number, and conspicuously identified as a “Contract Award Protest.” The Proposer’s written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.

6.19 **Serial Negotiations.** After PDC has issued its NOIA and resolved all protests, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or PDC cancels this RFP.

7.0 **TERMS OF THE CONTRACT**

The following terms and conditions will govern the Personal Services Contract (called “this Contract” in below) between PDC and the successful Proposer (the “Contractor”). PDC reserves the right to modify any term or condition of the Contract prior to execution and may terminate the Contract, at its sole discretion, upon thirty (30) days written notice to the Contractor. PROPOSERS WHO TAKE OBJECTION TO ANY OF THE FOLLOWING TERMS MUST RAISE THOSE OBJECTIONS, IN WRITING, TO THE SOLICITATION COORDINATOR FOR THIS RFP AND DO SO BY THE “DEADLINE FOR QUESTIONS AND REQUESTS FOR CHANGES” LISTED IN THE SECTION 1.3 OF THIS RFP.

7.1 **Early Termination of Contract**

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

(b) PDC, on thirty (30) or more days written notice to the Contractor, may terminate this Contract, in whole or in part, for any reason in its sole discretion.

(c) Either PDC or the Contractor may terminate this Contract, in whole or in part, in the event of a material breach of this Contract by the other party that is not cured. Prior to such termination, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not entirely cured within fifteen (15) calendar days, the party giving the notice may terminate this Contract at any time thereafter by giving written notice of Contract termination.

(d) In the event of early termination, all of the Contractor’s work product will be delivered to PDC and become and remain property of PDC.

7.2 **Payment on Early Termination**

(a) In the event of termination under subsection 7.1(a) or 7.1(b), Early Termination of Contract, PDC shall pay the Contractor for Work performed in accordance with this Contract prior to the date of termination.
(b) In the event of termination under subsection 7.1(c), Early Termination of Contract, by the Contractor due to a breach by PDC, then PDC shall pay the Contractor as provided in subsection (a) of this section 2 and Contractor shall have no further right or remedy.

(c) In the event of termination under subsection 7.1(c), Early Termination of Contract, by PDC due to a breach by the Contractor, then PDC shall pay the Contractor as provided in subsection (a) of this section 7.2, subject to set off of excess costs and claims for damages, as provided for in subsection 7.4, Remedies.

7.3 Effect of Expiration
The passage of the Expiration Date 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.

7.4 Remedies
(a) In the event of termination under subsection 7.1(c), Early Termination of Contract, by PDC due to a breach by the Contractor, then PDC may complete the Work either itself, by agreement with another contractor or by a combination thereof, using the Contractor’s Work Products or otherwise. 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 PDC the amount of the reasonable excess.

(b) The remedies provided to PDC under section 7.1, Early Termination of Contract and this section 7.4 for a breach by the Contractor shall not be exclusive. PDC also shall be entitled to any other equitable and legal remedies under applicable law.

(c) In the event of breach of this Contract by PDC, then the Contractor’s remedy shall be limited to termination of this Contract and receipt of payment as provided in subsection 7.1(c), Early Termination of Contract and subsection 7.2(b), Payment on Early Termination.

7.5 Subcontracts and Assignment
(a) The Contractor shall not subcontract, assign, or transfer any of the Work, without the prior written consent of PDC. Notwithstanding PDC’s approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and PDC shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of the Work, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers’ Compensation.

(b) If applicable, Subcontractors approved by PDC to perform work under this Contract are listed in EXHIBIT A.

7.6 Standard of Care
The Contractor shall perform all services at the same level of professional skill, care, diligence, and standards as other professionals performing similar services under similar conditions. Failure to do so shall be considered a material breach of this Contract, and PDC may terminate this Contract pursuant to subsection 7.1(c), Early Termination of Contract, in addition to exercising any other available remedies. The Contractor will re-perform any services not meeting this standard or correct any inconsistencies, errors or omissions in the Work Products without additional compensation and without undue delay.

7.7 Indemnity - Claims for Professional Liability
The Contractor shall indemnify, defend, save, and hold PDC, the City of Portland, and each of their respective officers, agents, and employees, harmless from all claims, suits, or actions arising out of the professionally negligent acts, errors or omissions of the Contractor or its subcontractors, sub-consultants, agents, or employees in performance of professional services under this Contract. This provision shall survive any termination of this Contract.

7.8 Indemnity - Claims for Other than Professional Liability
The Contractor shall indemnify, defend, save, and hold PDC, the City of Portland, and each of their respective officers, agents, and employees, harmless from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract; provided however, that nothing herein shall be
construed to require indemnification of PDC for liability attributable to PDC’s sole negligence. This provision shall survive any termination of this Contract.

7.9 **Insurance**

The Contractor’s insurance requirements of this Contract are contained in EXHIBIT B. [RFP, Section 4.6]

7.10 **Ownership of Work Products**

All work products of the Contractor, its subcontractors, subconsultants, and their agents or employees, which result from or are prepared under this Contract (collectively, the “Work Products”) are the exclusive property of PDC, whether or not delivered. PDC shall have the unrestricted right to use, reuse, publish, assign, convey, and license the Work Products. Work Products include but are not limited to all data, information in any form, documents, drawings, plans, specifications, photographs, research, analysis, and any other work subject to intellectual property laws and doctrines. PDC and the Contractor intend that such Work Products be deemed “work for hire” of which PDC shall be deemed to have all ownership rights of the author. If for any reason any Work Product(s) are not deemed “work for hire,” Contractor hereby irrevocably assigns to PDC all of its right, title and interest in and to any and all of the Work Products whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. The Contractor agrees to execute such further documents and instruments as PDC may reasonably request in order to fully document such vested rights in PDC. The Contractor forever waives any and all rights related to the Work Products, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The Contractor may refer to the Work Products in its marketing materials for advertising purposes. At PDC’s request, Contractor shall deliver to PDC all Work Product in both written and its native format, in a form usable by PDC (for example, if in electronic form but password protected, Contractor shall supply to PDC the applicable password).

7.11 **Key Personnel**

The Contractor acknowledges that PDC’s award of this Contract was made on the basis of the specialized background and abilities of the Contractor and subcontractor personnel identified in the Contractor’s offer or proposal to PDC (the “Key Personnel”). The Contractor understands and agrees that unless the Contractor obtains PDC’s prior written consent, any substitution or replacement of any Key Personnel, unless due to reasons outside the Contractor’s control (e.g. serious illness, termination of employment), shall constitute a material breach of this Contract and PDC may exercise all available remedies under this Contract. In the event that Key Personnel of the Contractor become unavailable at any time, the Contractor shall replace the Key Personnel with personnel having substantially equivalent or stronger qualifications than the Key Personnel being replaced. All new Key Personnel are subject to PDC’s written approval. The Contractor shall remove any individual performing services under this Contract if so directed by PDC in writing following discussion with the Contractor, provided that the Contractor shall have a reasonable period of time within which to find a suitable replacement. The Contractor represents and warrants that all Key Personnel are fully licensed and/or registered to perform the particular services assigned to them under this Contract.

7.12 **Independent Contractor**

The Contractor certifies, represents, and warrants that Contractor is an independent contractor of PDC under all applicable State and federal laws. Contractor is not an “officer,” “employee,” or “agent” of PDC as those terms are used in ORS 30.265.

7.13 **Counterparts**

This Contract may be signed in counterparts that, taken together, constitute one and the same Contract. Delivery of a signed counterpart of the signature page of this Contract by facsimile or other electronic means (e.g., a PDF copy in an email) shall be as effective as delivery of a manually-executed counterpart of this Contract.
7.14 **Successors in Interest**
The provisions of this Contract shall be binding upon and inure to the benefit of the Parties, and their respective successors and approved assigns.

7.15 **Waiver and Severability**
The failure of PDC to enforce any provision of this Contract shall not constitute a waiver by PDC of that or any other provision. 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 this Contract did not contain the particular term or provision held to be invalid.

7.16 **Dispute Resolution**
The Parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the Parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform the Work pending resolution of a dispute, and PDC shall make payments as required by the Contract for the undisputed portions of the Work. In the event of litigation, no attorney fees are recoverable. No other dispute resolution paragraph(s) in this Contract, or any attachment hereto, shall supersede or take precedence over this provision.

7.17 **Amendments**
The Parties may amend this Contract at any time but only by written amendment executed by the Parties.

7.18 **Governing Law, Venue, 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 claim, action, suit or proceeding (collectively, a “Claim”) between PDC and the Contractor that arises from or relates to this Contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim 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. THE CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

7.19 **Compliance with Applicable Laws**
The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances – including all federal and state civil rights and rehabilitation rules and statutes – applicable to the Work. The Contractor shall comply with the clauses required in every public contract in the state of Oregon, including ORS 279B.220, 279B.230 and 279B.235 which are hereby incorporated by reference. The Contractor further agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or disability.

7.20 **City of Portland Business License and Equal Employment Opportunity Certification**
Prior to beginning the Work, Contractor shall obtain a City of Portland business license and certify as an Equal Employment Opportunity employer as required by Portland City Code chapters 7.02.300 and 3.100, respectively.

7.21 **Subcontracting with Certified Minority-owned, Women-owned and Emerging Small Businesses**
Through its Business and Workforce Equity Policy, PDC seeks to extend subcontracting opportunities to State of Oregon certified Minority-Owned, Women-Owned and Emerging Small Businesses (collectively, “M/W/ESBs”) in order to promote their economic success and growth. The Contractor is encouraged to make reasonable efforts to utilize M/W/ESB firms for any subcontracting opportunities that may arise under this Contract and to maintain a diverse workforce.

7.22 **Payment to Vendors and Subcontractors**
(a) The Contractor shall pay each subcontractor, supplier, and lessor providing it satisfactory services, materials or equipment for carrying out its obligations under this Contract within ten (10) business days from the receipt of each payment the Contractor receives from PDC.

(b) The Contractor shall not take or fail to take any action in a manner that causes PDC or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without PDC’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, PDC 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 PDC shall not relieve the Contractor or the Contractor’s surety from obligation with respect to any unpaid claims.

7.23 Order of Precedence
Any apparent or alleged conflict between portions of this Contract will be resolved using the following order of precedence: (a) these Terms and Conditions; (b) the Statement of Work and Performance Schedule in EXHIBIT A; and (c) any other exhibits attached to this Contract.

7.24 Access to Records
The Contractor shall maintain, and 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 Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after the Expiration Date. Copies of applicable records shall be made available upon request for review and copy. Payment for the cost of photocopies is reimbursable by PDC.

7.25 Audits
(a) PDC, either directly or through a designated representative, may conduct financial and performance audits of the billings and the Work specified in this Contract at any time in the course of the Contract and during the three (3) year period after the Expiration Date. 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 PDC.

(c) If an audit shows the documentation of the Contract or that is directly related to the performance of the Work is insufficient for the purposes of conducting an audit in accordance with Government Auditing Standards, PDC may pursue remedies provided under section 7.1, Early Termination of Contract and section 7.4, Remedies.

7.26 No Third Party Beneficiaries
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.

7.27 Notices
Contractor’s address to receive formal notices related to this Contract is the physical and email address listed on page 1 of this Contract. PDC’s address for notices is the physical address of 222 NW 5th Avenue, Portland, Oregon 97209, sent to the attention of the PDC Project Manager identified on page 1 of this Contract, and the email address of procurement@pdc.us. Any notice given by one party to the other party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, postage prepaid; (b) one day after being sent by email; or (c) when received, if personally delivered to the party at their physical address.
7.28 **Recycled Products**
To the maximum extent economically feasible, the Contractor shall use good faith efforts to use recycled products in connection with its performance of work under this Contract.

7.29 **Confidentiality**
The Contractor acknowledges that it or its employees, agents or subcontractors may, in the course of performing its duties under this Contract, be exposed to or acquire information that is the confidential information of PDC. Any and all information provided by PDC and marked “confidential,” or identified as confidential in a separate writing, that becomes available to the Contractor or its employees, agents or subcontractors in the performance of work under this Contract shall be deemed to be confidential information of PDC (“Confidential Information”). Confidential Information does not include information that: (a) is or becomes (other than by disclosure by the Contractor) publicly known; (b) is rightfully in the Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (c) is obtained from a source other than PDC without the obligation of confidentiality; or (d) is disclosed with the written consent of PDC. The Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to PDC under this Contract. The Contractor agrees to advise each of its employees, agents, or subcontractors of their obligations to keep the Confidential Information confidential.

7.30 **Merger**
This Contract and attached exhibits constitute the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. The Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

[Remainder of this page intentionally blank]
8.0 PROPOSER CERTIFICATION

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

RFP #14-15, Broadway Corridor Framework Plan

8.1 You acknowledge receipt of addenda number _____ through _____ or □ N/A.

8.2 If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 4.5 of this RFP.

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

8.4 You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over PDC.

8.5 You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to PDC; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any PDC officer or employee that is not clearly disclosed in your proposal.

8.6 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer’s Legal Business Name: ________________________________

Signature: ___________________________ Date of Proposal: ___________________________

Printed Name and Title: ________________________________

Phone Number: ___________________________ Email Address: ___________________________

Proposer’s Mailing Address: ________________________________

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

Phone Number: ___________________________ Email Address: ___________________________
EXHIBIT B.  PROJECT RESOURCE LIBRARY

Over the past 43 years, there have been at least 12 policy documents, reports and studies (not all adopted by City Council or the Portland Development Commission) that have considered some or all of the Broadway Corridor Framework Plan study area, including:

“City of Portland West Quadrant Plan” (2015)
http://www.portlandoregon.gov/bps/61672

“Old Town/Chinatown Five-Year Action Plan” (2014)

http://issuu.com/dyoll/docs/usps_infrastructure_cover_urban_design_04_06_10_s

“Portland Union Station Multimodal Conceptual Engineering Study” (2009)
https://www.portlandoregon.gov/transportation/article/262556

“Northwest Broadway Urban Design Master Plan” (2002)
http://vmw.pdc.us/ura/river_district/nw_broadway/index.asp

“Pearl District Development Plan” (2001)
http://www.pdc.us/Libraries/River_District/Pearl_District_Development_Plan_pdf.sflb.ashx


“River District Design Guidelines” (1996)
https://www.portlandoregon.gov/bps/article/58869
EXHIBIT C. PRICE PROPOSAL FORM

RFP #14-15, Broadway Corridor Framework Plan

Propose the cost to successfully complete the work outlined in Section 3.1 of this RFP by completing this pricing exhibit. PDC will pay the Consultant in a certain number of fixed price payments after (1) PDC’s receipt and approval of Consultant’s work products and (2) completion of project-related meetings (team meetings and open houses). Travel expenses will be reimbursed after accrual of travel-related expenses (see Section 5.6). Consultant’s attendance at project-related meetings will be payable at the “Per Meeting” cost for each meeting listed below.

Proposer:

Meetings (excluding Charrettes)

<table>
<thead>
<tr>
<th>Activities and Deliverables</th>
<th>Cost per meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management Team Meetings (assume 16 meetings)</td>
<td>$ each</td>
</tr>
<tr>
<td>Open House (assume 3 public meetings)</td>
<td>$ each</td>
</tr>
<tr>
<td>Total (16 team meetings and 3 public meetings)</td>
<td>$</td>
</tr>
</tbody>
</table>

Work Products and Charrettes

<table>
<thead>
<tr>
<th>Activities and Deliverables</th>
<th>Fixed Price Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1: Project Orientation and Project Management</strong>, including:</td>
<td></td>
</tr>
<tr>
<td>• Existing Site Data and Relevant Studies Summary</td>
<td>$</td>
</tr>
<tr>
<td><strong>Task 2: Charrette #1 – Project Kick-off &amp; Existing Conditions</strong>, including:</td>
<td>$</td>
</tr>
<tr>
<td>• Charrette meeting series (1 to 2 days)</td>
<td></td>
</tr>
<tr>
<td>• SAC charter</td>
<td></td>
</tr>
<tr>
<td>• SWOT Assessment summary</td>
<td></td>
</tr>
<tr>
<td><strong>Task 3: Opportunities and Constraints</strong>, including:</td>
<td>$</td>
</tr>
<tr>
<td>• Opportunities and Constraints analysis</td>
<td></td>
</tr>
<tr>
<td><strong>Task 4: Charrette #2 – Strategic Vision Guiding Development Principles, Goals, Objectives</strong>, including:</td>
<td>$</td>
</tr>
<tr>
<td>• Charrette meeting series (2-3 days)</td>
<td></td>
</tr>
<tr>
<td>• Draft Guiding Development Principles, Goals, and Objectives</td>
<td></td>
</tr>
<tr>
<td>• Series of conceptual vignettes</td>
<td></td>
</tr>
<tr>
<td><strong>Task 5: Development Case Study</strong>, including:</td>
<td>$</td>
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<tr>
<td>• Development Case Study compilation</td>
<td></td>
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<tr>
<td><strong>Task 6: Market Analysis</strong>, including:</td>
<td>$</td>
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<tr>
<td>• Market Analysis including current development pipeline, forecast of use types</td>
<td></td>
</tr>
<tr>
<td><strong>Task 7: Charrette #3 – Preliminary USPS Concept Plan</strong>, including:</td>
<td>$</td>
</tr>
<tr>
<td>• Charrette meeting series (3-4 days)</td>
<td></td>
</tr>
</tbody>
</table>
Activities and Deliverables | Fixed Price Cost
---|---
- Final Strategic Vision  
- Preliminary USPS Concept Plans (3-5 alternatives)  | $  

**Task 8: Concept Plan Refinement and Assessment**, including:
- Refined USPS Concept Plans (up to 3)  
- Transportation Analysis  
- Preliminary Public Cost Estimates  
- Financial Feasibility Analysis  | $  

**Task 9: Preferred Concept Plan**, including:
- Preferred USPS Concept Plan & updated analysis  
- Implementation Metrics  | $  

**Task 10: Charrette #4 – USPS Concept Plan Summary**, including:
- Charrette meeting series (1-2 days)  
- Summary Presentation  | $  

**Task 11: Draft and Final Framework Plans**, including:
- Draft Framework Plan  
- Final Framework Plan  | $  

Total (Tasks 1 – 11, excluding meetings and other costs) | $  

### Estimated Travel Expenses

If travel will be required to complete services on the Contract, complete the following table:

<table>
<thead>
<tr>
<th>Itinerary (To / From)</th>
<th>Staff Traveling (Name / Title)</th>
<th>Travel Days**</th>
<th>Cost per Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
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<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Estimated Travel Expenses** | $  

Method local transportation (public transit, rental car, etc.): ____________________________  

* Refer to the Travel Expenses instructions in the “Price Proposal” section of this RFP

** Including days onsite

### Reimbursable Expenses

If reimbursement for necessary non-travel expenses will be sought while performing work under the Contract, quote the cost of such expenses in the space below. Proposer must also provide an estimated total cost for all such reimbursable expenses below. If a mark-up rate will apply to reimbursable expenses, indicate the mark-up rate (maximum mark-up rate is 10% above cost).
### Reimbursable Expenses

<table>
<thead>
<tr>
<th>Type of Expense</th>
<th>Cost / Unit</th>
<th>Type of Expense</th>
<th>Cost / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mark-up Rate: At cost (0%) or cost plus x%</td>
<td>%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Reimbursable Expenses** $

---

### Additional Expenses or Cost Savings

As noted Section 5.5, PDC challenges Proposers to consider innovative approaches for achieving the project goals and objectives described in Section 2.4 and to recommend alternative strategies for accomplishing the Work described in Section 3 where applicable. If such recommendations will result in additional cost or any cost savings for, please explain the magnitude and nature of those expenses and savings here:

<table>
<thead>
<tr>
<th>Additional Expenses or Cost Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

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### Total Cost of Services

<table>
<thead>
<tr>
<th>Total Cost of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meetings (16 team meetings and 3 public meetings) $</td>
</tr>
<tr>
<td>Work Products and Charrettes (Tasks 1 – 11) $</td>
</tr>
<tr>
<td>Estimated Travel Expenses $</td>
</tr>
<tr>
<td>Reimbursable Expenses $</td>
</tr>
<tr>
<td>Additional Expenses or Cost Savings $</td>
</tr>
</tbody>
</table>

**Total Proposed Cost of Services** $

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A Microsoft Word version of this worksheet is available by email request to the Solicitation Coordinator for this Request for Proposals.