



**QBS No. FAC021**

**PROFESSIONAL, TECHNICAL AND EXPERT SERVICES**

---

**City of Portland, Oregon  
February 2012**

**QUALIFICATIONS BASED SELECTION**

**for**

**A/E SERVICES FOR THE PORTLAND BUILDING EXTERIOR  
ENVELOPE RESTORATION PHASE II PROJECT**

**PROPOSALS DUE: March 6, 2012 by 4:00 p.m.**

**Envelope(s) shall be sealed and marked with QBS # and Project Title.**

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

**Submit the Proposal to:**

Diane Seaton, CPPO, CPPB  
Contracts Administrator  
City of Portland  
Office of Management and Finance  
Bureau of Internal Services/Facilities Services  
1120 SW Fifth Avenue, Room 1204  
Portland, OR 97204-1985

**Refer questions to:**

Diane Seaton, CPPO, CPPB  
Contracts Administrator  
Phone: (503) 823-6987  
Fax: (503) 823-5342  
Email : diane.seaton@portlandoregon.gov

**A NON-MANDATORY PRE-SUBMITTAL MEETING has been scheduled for February 21, 2012 at 1:00 p.m. at The Portland Building, 1120 SW 5<sup>th</sup> Avenue, Portland, Oregon, 12<sup>th</sup> Floor Horizon Room.**

## GENERAL INSTRUCTIONS AND CONDITIONS

**DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS** – The City of Portland seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to ESBs. No goal is set for the use of M/WBE firms, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

**CITY SUSTAINABILITY OBJECTIVES** – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandonline.com/auditor/index.cfm?c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

**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 the Qualification Based Selection.

**SPECIAL CONDITIONS** – Where special conditions are written in the Qualifications Based Selection, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

**CLARIFICATION OF QUALIFICATIONS BASED SELECTION** – Proposers who request a clarification of the QBS requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this QBS, 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 Proposal in the form of an addendum to the QBS if a substantive clarification is in order.

Oral instructions or information concerning this Qualifications Based Selection given out by City bureaus, employees or agents to prospective Proposers shall not bind the City.

**ADDENDUM** – Any change to this QBS 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** – The Qualifications Based Selection does not commit the City to pay any costs incurred by any Proposer in the submission of a Proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Qualifications Based Selection.

**CANCELLATION** – The City reserves the right to modify, revise or cancel this QBS. 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 Proposals to the Qualifications Based Selection 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 subcontractors 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.

**CITY OF PORTLAND BUSINESS LICENSE** – Successful Proposer shall obtain a current City of Portland Business License 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 AFFIRMATIVE ACTION EMPLOYER** – Successful Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**EQUAL BENEFITS PROGRAM** – Successful Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**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 thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in the Qualifications Based Selection has participated in the contract negotiations on the part of the City, that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same Qualifications Based Selections, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

**PUBLIC RECORDS** – Any information provided to the City pursuant to this QBS shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192.410 to 192.505). Any portion of a Proposal that the Proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(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 Proposal 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 Professional, Technical and Expert Services Qualifications Based Selection "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 279.**

# PART I

# QBS REQUIREMENTS

## SECTION A

## GENERAL INFORMATION

### 1. INTRODUCTION

The City of Portland (City), Office of Management & Finance (OMF) provides internal services to City bureaus to accomplish its mission of supporting the administrative and operational needs of the city to enhance quality service delivery to the public. OMF Facilities Services (Facilities) provides professional project management, property management, and building operation services to City bureaus. OMF Facilities' mission is to be leaders in the planning, constructing, redeveloping, and operation of public facilities that are efficient, cost-effective, and well-maintained. OMF Facilities is committed to constructing and maintaining buildings that contribute to Portland's civic character and make Portland a better place to live and work. OMF Facilities will manage the Portland Building Exterior Envelope Restoration Phase II project (Project) outlined in this Request for Proposals.

### 2. BACKGROUND

The Portland Building is a 15-story high rise building occupied by several City bureaus located at 1120 SW Fifth Avenue, Portland, Oregon. It is an architectural example of Post Modernism designed by Michael Graves, constructed in 1981, and was recently listed on the National Register of Historic Places. The building is approximately 560,000 SF and was constructed as a design build project. Since construction, the building has encountered numerous building envelope issues leading to water intrusion.

A comprehensive investigation of the exterior envelope performed by McBride Architecture in 2008 led to the development of proposed phases of restoration, including the current phase. Phase I of the restoration, which will be completed in 2012, included: re-roofing the membrane roofs at levels 2, 3, 14, and 15; replacing all wall assembly materials except framing at the penthouse; replacing all flashings at the penthouse walls, including door, window, louver, sill and parapet flashings; replacing louvers and doors at the penthouse; re-painting the penthouse; patching stucco at the loggia ceiling; and performing leak testing at the exterior wall facing the 3<sup>rd</sup> floor roof.

### 3. SCOPE OF WORK

The goals of this project are: to remedy water intrusion issues at the exterior envelope without changing the fundamental character of the building's history and aesthetics; to reduce air infiltration and increase energy efficiency around window and curtain wall openings at the exterior envelope; and to repair non-historic interior finishes damaged by previous water intrusion. The project will require Historic Building Design Review.

Elements to be designed by the successful Proposer include the following:

- Comprehensive window replacements for punched window openings, including flashings at some window locations that may not have been originally designed with or currently include flashings;
- Comprehensive curtainwall system replacement with double-glazed, thermally broken systems (multiple locations), including all associated flashings and sealants;
- Removal of existing cement-based grout from between ceramic tiles (tiles not to be removed), and replacement with similar or silicone sealant;
- Replacement of roof membrane system at 14<sup>th</sup> floor roof;
- Cleaning and re-sealing exterior, including re-sealing of perimeter, expansion and control joints and re-coating with elastomeric coating.

The scope of these facility improvements was determined through an exterior investigation performed in 2008 by McBride Architecture, P.C. Existing ceramic tiles were determined to be sound and well-adhered. Additional information regarding failures at the windows and curtainwalls is available as part of the Project Data (Section C, 3. below).

The Portland Building is currently pursuing LEED™ for Existing Buildings: Operation and Maintenance (EBOM). It is anticipated that in the Spring of 2012 the Portland Building will achieve LEED™ certification. Materials specified for this project shall meet or exceed The Portland Building Sustainable Purchasing Policy, attached hereto as Exhibit C. Exceptions may be granted by Facilities Services in the event that compliant materials do not meet Historic Design Review requirements or are otherwise deemed inappropriate. Selection of project materials not specifically called out by The Portland Building Sustainable Purchasing Policy shall include a review of environmentally preferable options and applicable environmentally preferable options shall be preferred.

The City of Portland is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with extensive demonstrated experience in similar scale, exterior historic building envelope restorations. The City proposes to engage the successful Proposer for the following services: meetings, coordination and documentation; analysis and presentation of proposed solutions, schematic design; design development, including cost estimates at the SD, DD, 50%, 90%, and 100% CD phases, preparing and submitting permit applications and obtaining permit approvals; participation in the Historic Design Review process including any public meetings; bidding; and construction administration services.

#### 4. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services. The proposed construction funding allocated for this project is in the range of \$6 to \$8 million.

#### 5. TIMELINE FOR SELECTION

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

Pre-submittal meeting at 1:00 p.m.	February 21, 2012
Written Proposals due at 4:00 p.m.	March 6, 2012
Announcement of short list Proposers	March 26, 2012
Interviews, if deemed necessary	Week of March 26, 2012
Selection committee recommendation	April 2, 2012
Contract negotiation with successful Proposer(s)	April 9, 2012
Notice to proceed – work begins	May 15, 2012

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 utilize a multi-disciplinary, historically sensitive, integrated approach to design and construction that promotes energy and water conservation, addresses the health issues relating to construction and indoor environments, and supports the use of durable, low-maintenance materials as well as "environmentally preferable" local products while meeting the City's fiscal and programmatic responsibilities. LEED EBOM requirements and The Portland Building Sustainable Purchasing Policy shall be followed. Design decisions by the City will be informed by the Secretary of the Interior's Standards for the Treatment of Historic Properties.

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

#### A. Meetings, Coordination and Documentation

Successful Proposer shall:

1. Organize meetings throughout the project with the Project Team, take and distribute meeting notes. The Project Team is at a minimum the successful Proposer's design team, the OMF Facilities Project Manager (PM), a representative from OMF Facilities' Maintenance division, and other interested parties designated by the PM. The first meeting will be at the start of the project to discuss program requirements; refine scope of work, schedule and

budget; and discuss project management and collaboration expectations. Additional meetings will occur during the Schematic Design phase, Design Development phase, at the end of 50% Construction Documents, and at the end of 90% Construction Documents, and throughout the construction phase. See Schematic Design, Design Development, and 50% and 90% Construction Documents tasks below for specific information regarding these meetings.

2. Coordinate with the PM throughout all phases of the project as needed.
3. All specifications shall use Construction Specifications Institute (CSI) MasterFormat 2011 edition format. See Bidding below for specific information regarding specifications.
4. All AutoCAD drawings shall be saved in AutoCAD release 2010 or compatible version. See Construction Administration below for specific information regarding AutoCAD drawings, particularly as regards conformance to OMF Facilities computer-aided drafting (CAD) standards and file naming conventions.

#### B. Schematic Design

Successful Proposer shall:

1. Review all available plans and documents, previous studies, and other information related to the project. Scope of work should also include an evaluation of water intrusion issues and an exterior building envelope condition assessment.
2. Conduct a review of the existing conditions for each project component, conduct field measurements as needed, and generate drawings of base conditions as needed.
3. Generate a written Program Statement identifying project constraints, opportunities and proposed direction, based on program requirements and on information gathered during review of project documentation and existing conditions. Include any plans, elevation, perspective or details necessary to convey issues addressed in Program Statement.
4. Prepare a more detailed project schedule from the preliminary project schedule required for this Quality Base Selection (QBS) that identifies the major tasks and/or benchmarks during the design process. Include the City's historic design review process required for a building permit. Estimate the time required to accomplish each major task. Allow adequate time for City review at designated review benchmarks.
5. Meet with Project Team to present and discuss Program Statement and project schedule. Include discussion of cost in relation to budget adherence in the presentation of Program Statement.
6. Provide a preliminary cost estimate for review with project team.

#### C. Design Development

Successful Proposer shall:

1. Upon approval of Program Statement, proceed with Design Development documents.
2. Provide all documentation necessary to describe the scope, existing systems and new system relationships to direct construction using plans, sections, elevations, construction details, and finish schedules.
3. Develop specifications that identify major materials and systems, and establish, in general, their quality levels.
4. Prepare preliminary DD documents for City review.
5. Integrate information from the City review into final DD documents.
6. Provide a cost estimate for City review with value engineering (VE) options, if necessary, for budget compliance.
7. Obtain written approval from the City before proceeding with Construction Documents.

D. 50% and 90% Construction Documents

Successful Proposer shall:

1. Provide Construction Documents, drawings and specifications, based upon the DD documents approved by the City.
2. These documents shall describe in adequate detail all aspects of the construction of the project. CD's shall be clear and complete in order to keep change orders to a minimum.
3. CD's shall be submitted to the City for review at 50% and 90% completion. At the time of each submittal, submit also a list of issues needing resolution and what information is needed by the project team to move forward.
4. Provide a cost estimate for City review with VE options, if necessary, for budget compliance at 50% and 90% completion.

E. 100% Construction Documents

Successful Proposer shall:

1. Generate 100% complete Construction Documents (CDs) and a 100% complete cost estimate based on input from 90% review above.
2. Make application to the Bureau of Development Services (BDS) for building permit and historic design review. Attend any pre-application meetings and other visits to BDS as required to complete plans and specifications as directed. Make changes to the permit set to address code-required changes identified during the permit and historic design review process. The City shall pay application fees.
3. Make all final changes to the Construction Documents to prepare them for bidding. OMF Facilities will provide all portions of Division 0 of the Project Manual and Division 1 of the specifications regarding Construction Contract compliance including General Conditions and Supplemental Conditions for the Contract for Construction, and City of Portland policies. Utilize the Construction Specifications Institute (CSI) MasterFormat 2011 edition format for specifications. Revise Division 1 specifications, and other technical specification sections as needed, to ensure proper coordination with the City's General Conditions and Supplemental Conditions for the Contract for Construction as directed by the PM.
4. Transmit hardcopy of 100% drawings and specifications to the City. See Bidding below for specific information.

F. Bidding/CMGC/Alternative Contacting Methods

Successful Proposer shall:

1. Submit the final and complete CD's unbound to the OMF Facilities Project Manager. City of Portland will print out the bid sets and make them available to prospective bidders.
2. Develop a draft Bid Form as directed by the PM with multiple bid items and alternates.
3. A construction contractor Special Pre-qualification process may be conducted either before or in conjunction with the bidding process. Assist the PM as needed throughout the Special Pre-qualification process. Provide prequalification criteria to help in the selection of well-qualified contractors.
4. Attend a pre-bid meeting with potential bidders as directed by the PM and prepare meeting notes.
5. Respond to construction contractor questions, substitution requests, and generate draft addenda as needed during the bid period.

G. Construction Administration

Successful Proposer shall:

1. Provide all architectural and engineering services during construction phases as required to ensure complete conformance to design documents. This includes, but is not limited to: coordinate subconsultants; research and specify materials; attend minimum weekly on-site meetings; take and distribute

meeting notes within forty-eight (48) hours of meeting; observe construction for conformance with contract documents as necessary; respond to requests for information; prepare Proposals and architect's supplemental instructions; review change order requests and pay applications; review submittals; and provide project close-out documents.

2. Provide a full record drawing set ("as-builts") with AutoCAD release 2010 or compatible version on compact disks (CD's) for use in future projects and to establish a record of building envelope changes. Coordination with the Contractor will likely be required; however, the successful Proposer will not be held liable for the accuracy of the information received from the Contractor and Subcontracts, but shall to the best of their ability ensure that information is correct and true. These drawings will become the property of the City at the end of the Project. Successful Proposer shall be released from responsibility for future work done using these drawings not directly involving the successful Proposer. Drawing files shall conform to OMF Facilities CAD standards and file naming conventions, as provided by OMF Facilities.

## **2. WORK PERFORMED BY CITY / OTHERS**

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed. Specific duties the City will perform include:

- Provide all available documentation of drawings, existing reports regarding past investigations and studies related to the project. Such documentation may not provide sufficient information necessary for adequate design decisions.
- Provide all portions of Division 0 of the Project Manual or specifications regarding Construction Contract Compliance, and the City of Portland's General Conditions and Supplemental Conditions for the Contract for Construction.
- Reproduce and publically distribute all bid materials, including the Project Manual and bid-ready Construction Documents.
- Process all necessary City documentation such as ordinances, reports to Council, change orders and payments requests; and provide meeting and project coordination as necessary.

## **3. PROJECT REVIEWS**

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager. The following project reviews will be conducted:

- Schematic Design with cost estimate
- Design Development with cost estimate
- 50% Construction Documents with cost estimate
- 90% Construction Documents with cost estimate

## **4. 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. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

### **Deliverables**

#### **A. Meetings, Coordination and Documentation**

Deliverables: Attend one Project Stakeholder Team meeting at beginning of project.

#### **B. Schematic Design**

Deliverables: Prepare and transmit to PM: meeting notes; base drawings; a Program Statement; and Schematic Design alternates. Due within six weeks from the Notice to Proceed. Attend Project Stakeholder Team meetings during the Schematic Design phase as required.

C. 30% Design Development Phase

Deliverables: A 30% DD set of plans, details, structural analysis if necessary, and cost estimate within four months from the Notice to Proceed. Perform over-the-counter review with BDS. Attend meetings with Historic Design Review staff. Attend Project Stakeholder Team meetings as required.

D. 50% and 90% Design Development

Deliverables: 50% and 90% complete Design Development documents (plans and specifications) and cost estimate for review. Attend Project Stakeholder Team meetings at the 50% complete phase and at the 90% complete phase to present plans and cost estimate and make necessary modifications.

E. Permits and Approvals

Deliverables: Historic Design Review Permit application and Proposal to Check Sheet comments. Bureau of Development Services application for permit, associated meeting attendance with BDS, and Proposal to check sheet comments.

F. Construction Documents

Deliverables: Both hardcopy and electronic AutoCAD copy of 100% complete bid-ready Construction Documents (CDs) plans and specifications and cost estimate, within six months from the approval to proceed. Construction Documents shall use CSI MasterFormat 2004 MasterSpec format. One each full hardcopy set of drawings shall be provided in 22"x34" full-size set and 11"x17" half-size set. Electronic AutoCAD copy shall use AutoCAD 2009 or later format.

G. Bidding

Deliverables: Draft Forms as directed by PM. Attendance at construction procurement meetings. Complete meeting notes from meetings. Prequalification criteria to assist in selection of well-qualified contractors. Draft addenda as directed by PM. Assist as required to facilitate alternative contracting methods.

H. Construction Administration

Deliverable: Attendance at weekly construction meetings, site visits, and other meetings to maintain project schedule and quality. Completion and transmittal of all meeting minutes within 48 hours of meeting. Review and approval of all project documents from the construction contractor. Issuance of additional project documents as directed by the Project Manager.

I. Submit a Monthly Subconsultant Payment and Utilization Report by the 15<sup>th</sup> of each month (reference Part II, Section C.5 of the RFP). This is required during both Phase I and Phase II.

J. Draft project schedule:

- Bid Documents complete by: July 15, 2012
- Construction to commence by: June 15, 2013
- Substantial Completion by: September 15, 2014

Successful Proposer shall provide Project Team design meeting minutes during the design phases, construction meeting minutes, and site visit reports during the CA phase.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

**5. PERIOD OF PERFORMANCE**

The City anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the City occurring by September 30, 2014.

Proposals containing earlier completion of the deliverables are acceptable and encouraged.

**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. 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 its costs. 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.

**8. INSURANCE**

Successful Proposer shall obtain and maintain in full force at its own expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance 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, and extension or warranty periods. Contractor shall provide evidence that any subcontractor(s) performing work under the Contract has the same types and amounts of insurance coverage as required herein, or that the subcontractor is included under Contractor's policy.

**Commercial General Liability Insurance:** Contractor shall have general commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor'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 \$1,000,000, and aggregate limit of not less than \$2,000,000.

**Automobile Liability Insurance:** Contractor shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

**Workers' Compensation Insurance:** Contractor shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.

**Professional Liability & Errors & Omissions Insurance:** Contractor 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 Contractor 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, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor obtains an *unlimited* extended reporting period or tail coverage. Contractor shall provide proof of insurance through satisfactory certificate(s) of insurance to the City.

## **General Insurance Provisions.**

**Additional Insured:** 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 Contractor'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 Contractor 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 Contractor to the City. If the insurance is canceled or terminated prior to completion of the Contract, Contractor 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:** Contractor shall provide proof of insurance through acceptable certificate(s) of insurance 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). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Contractor 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 the required.

## **SECTION C**

## **ATTACHMENTS**

### **1. INDEX**

Exhibit A	First Tier Subconsultant Disclosure Form (submit with Proposal)
Exhibit B	Sample Professional, Technical and Expert Services Contract
Exhibit C	Portland Building Sustainable Procurement Policy

### **2. SAMPLE CONTRACT**

The Professional, Technical and Expert Services Contract is the City's standard contract and will be used as a result of this selection process. A sample contract is attached as Exhibit B.

### **3. PROJECT DATA**

Available for viewing are:

- Initial Building Envelope Review, Forensic Waterproofing Consultants 2006
- Ext. Ceramic Tile Efflorescence & Window Leak Study, McBride Architects 1995
- Window Wall Evaluation Study, McBride Architects 1993
- Window Shop Drawings, Mercer Industries 1981
- The Portland Building Drawings, Michael Graves (As Built) 1981

These documents are available for review in the Blue Sky Room on the 12<sup>th</sup> Floor of The Portland Building, 1120 SW 5<sup>th</sup> Avenue, Portland, OR. These documents will be available for review between 8:00 am to 5:00 pm on regular business days throughout the open term of this Solicitation process. Please contact Diane Seaton at 503-823-6987 to set up a time to review these documents.

## PART II

## QBS PREPARATION AND SUBMITTAL

### SECTION A

### QBS CLARIFICATION

#### 1. PRE-SUBMITTAL MEETING

A pre-submittal meeting and/or site visit is scheduled for this project on February 21, 2012 at 1:00 p.m. at The Portland Building, 1120 SW 5<sup>th</sup> Avenue, Portland, Oregon, 12<sup>th</sup> Floor Horizon Room.

This is a **non-mandatory** meeting; therefore Proposal submission will not be contingent upon attendance at this meeting.

#### 2. QUESTIONS AND CLARIFICATION

Questions and requests for clarification regarding this Qualifications Based Selection must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is February 28, 2012.** An addendum will be issued no later than seventy-two (72) hours prior to the due date to all recorded holders of the QBS if a substantive clarification is in order.

Diane Seaton, CPPO, CPPB  
Contracts Administrator  
City of Portland  
OMF/Facilities Services  
1120 SW 5<sup>th</sup> Avenue, Room 1204  
Portland, Oregon 97204-1985

E-mail: [diane.seaton@portlandoregon.gov](mailto:diane.seaton@portlandoregon.gov)  
Phone: (503) 823-6987  
Fax: (503) 823-5342

### SECTION B

### PROPOSAL SUBMISSION

#### 1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the QBS number, the project title and the name and address of the Proposer. It is the Proposers responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. 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 to an incorrect location.

#### 2. PROPOSAL SUBMITTALS

Proposals must be clear, succinct and not exceed twenty-five (25) pages. Section dividers, title page, and table of contents do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City requests the use of submittal materials (i.e. paper, envelopes, etc.) that contain post-consumer recycled content and are readily recyclable. Submittals shall NOT include 3-ring binders or any plastic binding, folders, or indexing materials. Reusable binding posts, clips or rings and recycled content paper envelopes or folders are examples of acceptable bindings. Submittals shall be printed on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

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.

All submittals, qualification materials and addendum attachments will become part of the public file on this matter, without obligation to the City

### 3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the proposer shall submit: one (1) original printed copy and seven (7) additional printed copies. If the proposer requests redactions, please submit one (1) unbound Redacted Copy. If no redactions are requested please state that in the Cover Letter portion of your submittal. The entire proposal submittal must be received at the place and on or before the time and date specified on the cover page of this QBS document.

**REDACTION FOR PUBLIC RECORDS:** Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(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 your proposal submission, a proposer must plainly mark, but leave readable, the redactions by highlighting the specific areas your firm 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 Proposers 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 proposal submission may be rejected as non-responsive.

Unless expressly provided otherwise in this QBS 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. 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.

### 5. ORGANIZATION OF PROPOSAL

The Proposers must provide all information as requested in this Qualifications Based Selection (QBS). Proposals must follow the format outlined in this QBS. 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 Proposal, or departs in any substantive way from the required format. Proposals shall be organized in the following manner:

1. Cover Letter
2. Description of Firm
3. Experience
4. Project Team

5. Project Approach and Understanding
6. Diversity in Employment and Contracting Requirements
7. A completed Form 1 – First Tier Subconsultant Disclosure Form (refer to Part II.C.6)

## SECTION C

## EVALUATION CRITERIA

### 1. COVER LETTER

By submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Qualifications Based Selection (reference second page of the QBS) and the Standard Contract Provisions of the Professional, Technical and Expert Services contract.

The Cover Letter must include the following:

- QBS number and project title
- 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
- statement that no redactions are requested, if applicable

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

### 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 EEO Affirmative Action Employer**

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of certification requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com>. To apply for certification go to our website at: [www.ebidexchange.com/cityofportland](http://www.ebidexchange.com/cityofportland).

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

The successful Proposer(s) must be in compliance with the City's Equal Benefits Program as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: [www.portlandonline.com](http://www.portlandonline.com). To apply for certification go to our website at: [www.ebidexchange.com/cityofportland](http://www.ebidexchange.com/cityofportland).

#### **Business License**

The successful Proposer(s) must be in compliance with the City of Portland Business License 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 License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

If your firm currently has a business license, is in compliance with the Equal Benefits Program, and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number, a statement that your firm's Equal Benefits Application has been approved as well as your Equal Employment Opportunity (EEO) expiration date.

## 2. DESCRIPTION OF FIRM

- Describe your firm's legal structures, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm.
- Describe your firm's management and organizational capabilities. Include a description of the firm's approach to oversight of consultant work to achieve integration of all the activities required by the scope of work and to reduce errors, omissions, and potential conflicts in contract documents.
- Describe firm's internal procedures related to quality assurance and cost control.
- Provide the same information for any subconsultants to be utilized on the project.
- List the top five (5) actions/ongoing practices your firm has implemented to reduce your firm's environmental impact of doing business. Include references to specific timelines, performance metrics, and any third-party awards/recognition

## 3. EXPERIENCE

This section relates to your firm's capabilities and resources in relation to this RFP. Unless specifically indicated for subconsultants, information should be provided for the prime Proposer only. In the Proposal, provide the following information:

- Describe similar projects performed within the last (5) five years, which best characterize your firm's capabilities, work quality and cost control. Indicate what makes these projects similar to this project. Note final construction costs or "NC" if not constructed.
- Describe your firm's experience in restoring failed building envelopes on structures listed on the National Register of Historic Places or structures with similar designations.
- Describe your firm's experience researching and incorporating environmentally preferable (and LEED™ for Existing Buildings compliant) materials into projects. Provide example details from a least (1) one project within the past (3) three years.
- List all public sector clients for whom you have performed similar work in the past (3) three years, and describe similar projects.
- For at least (5) five of the above projects, provide the name, email address and phone number of a person who can be contacted regarding your performance on the project.
- When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- For subconsultants, provide only a list of relevant project experience in the last (5) five years, noting projects performed for public sector clients.
- Describe your firm's experience with CMGC and alternative contracting methods.

## 4. PROJECT TEAM

This section relates to the qualifications of individuals on the project team: the project principal, project manager, and other key members of the project team, including subconsultants. It is expected that the team members listed in the Proposal will be the individuals available to participate in their described roles for the duration of the project. Proposer will include individuals with demonstrated skills and experience in providing consulting services related to Proposer's team will include individuals with demonstrated skills and experience in providing consulting services related to: architectural and structural design expertise; successful design remedies for building envelope water intrusion; architecture for a National Register listed historic building, including facilitation of historic design review permitting; LEED™ standards; and design for a public sector client.

The basis of evaluation is how well the individual's qualifications, background, and experience address the specific needs of this project. In the proposal, provide the following information for all project team members, including subconsultants:

- A list of people who will be working on this project, their specific role and duties, and the percentage of time each will be available for work on this project.
- A simple organizational chart that shows key relationships between personnel within the firm as well as with subconsultants. Indicate the percentage of work each person will be contributing to the project for the team.
- A description of each person's qualifications and an explanation of how these skills and abilities will be used to complete this project. If applicable, indicate with which projects

in Part II, Section C.3 each person has participated; otherwise include a description of similar projects in type and scope completed by individuals on the Proposer's team.

- A description of any unique abilities the project team brings to the project or the process. Provide examples of how these abilities have been positively utilized in similar projects, particularly projects with high public visibility, multiple stakeholders, or tight constraints.
- A list of which team members will work on which phase, if different team members will work on each phase.

## **5. PROJECT APPROACH AND UNDERSTANDING**

This section relates to how well the Proposer demonstrates their understanding of the proposed scope of work and related issues associated with the project. Provide the following information:

- A description of the project, issues and opportunities as the Proposer understands them. Describe how the Proposer's expertise, experience with similar projects, and unique approach will enable Proposer to complete the proposed project to the City's satisfaction.
- A preliminary work plan showing target dates for completion of each phase of design work and other major benchmarks throughout the design process, as necessary to achieve the proposed scope of work. This schedule should clearly indicate timing and duration of the City review periods required in sections B.1 and B.3 above. If the Proposer believes the general schedule outlined in the QBS is inappropriate, provide justification for an alternative schedule.
- A forecast of specific issues that will likely arise through the planning and design process and what methods might be used to address these issues.
- Please describe how The Portland Building's designation on the National Historic Register will impact your firm's approach to the work performed and the materials used for this project.

## **6. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS**

The City is committed to increasing contracting opportunities for State of Oregon certified minority, women and emerging small business (M/W/ESB) enterprises. The City values, supports and nurtures diversity, and encourages any firm contracting with the City to do the same, maximizing M/W/ESB business participation with regard to all City contracts. As such, the City has established an overall 20% utilization goal in awarding PTE contracts to State of Oregon certified emerging small business (ESB) enterprises. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts. The City has assigned at least 15% of the total points available on this solicitation to this criterion to determine the award of this contract.

All Proposers shall address the following in their Proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB). Provide a copy of the State of Oregon certification letter confirming receipt of application, or a copy of the approval letter certifying your firm as a State of Oregon M/W/ESB (a copy of this letter does not affect the page-limit identified under Part II, Section B.2 of this document).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your Proposal:
  - Number of total employees and description of type of work performed.
  - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
  - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
  - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to

- this project, or plans to employ minorities and women to work on this project.
- Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your Proposal:
- List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
  - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
  - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- d. Are you subcontracting any element of your Proposal? Describe your firm's plan for obtaining maximum utilization of State of Oregon certified M/W/ESB firms on this project. Include in your Proposal:
- Subcontracting opportunities your firm has identified in the scope of this project.
  - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?
  - Any Proposals received from certified M/W/ESB firms. If any such Proposals were rejected, provide reasons for rejection.
  - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing State of Oregon M/W/ESB firms on this project, please list those firms and detail their role within your Proposal. In addition, **all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1** with their Proposal, which requires Proposers to identify the following:
- The names of **all** subconsultants to be used on this project with subcontracts greater than or equal to \$10,000.
  - The names of all State of Oregon certified MBE, WBE and ESB firms. If firms have more than one certification (i.e., ESB and MBE, and/or ESB and WBE) note that on the form so that proper credit can be given for the ESB goal and for tracking MBE and WBE utilization.
  - The proposed scope or category of work for each subconsultant.
- If Proposers will not be using any subconsultants that are subject to the above disclosure requirements, Proposers are required to indicate "**NONE**" on the First Tier Subconsultant Disclosure Form 1.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of Proposals. The City will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer, and the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent originally proposed and submitted in its Proposal. The successful Proposer will not be permitted at any time to substitute or add a subconsultant without the written approval of the Chief Procurement Officer. ALL subconsultants, including M/W/ESB firms, and first tier subconsultants shall be reported on the Monthly Subconsultant Payment and Utilization Report as well as contract amounts and payments. For reference, a copy of this form may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

## PART III

## QBS EVALUATION

### SECTION A

### REVIEW AND EVALUATION

#### 1. EVALUATION CRITERIA SCORING

Each Proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

Criteria		Maximum Score
a.	Cover Letter	0
b.	Description of Firm	10
c.	Experience	30
d.	Project Team	20
e.	Project Approach and Understanding	25
f.	Diversity in Employment and Contracting	15
Total Points Available		100

#### 2 EVALUATION PROCESS

An evaluation review 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 and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in the evaluation process.

The Committee will require a minimum of ten (10) working days to evaluate and score the Proposals received.

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the QBS. 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 may be cause for the Proposer's Proposal to be rejected and disqualified from further consideration.

For contracts over \$100,000, the Committee's recommendation will be submitted to the Portland City Council for approval. The City has the right to reject any or all Proposals for good cause, in the public interest.

**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 subcontractors 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.**

#### 3. INTERVIEW PROCESS

The City reserves the right to conduct interviews with any or all Proposers. The purpose of the interview will be to clarify any questions that the City may have regarding the Proposer's qualifications. No additions, deletions or substitutions to the Proposer's submittal of qualifications will be permitted.

If interviews are held, Proposers will be asked to demonstrate their qualifications to the evaluation panel based on the same evaluation criteria stated above. After the interview, the Evaluation Committee may decide that the initial score for each evaluation criterion received by a Proposer should be increased or decreased. If so, the initial score, based solely on the written material submitted by a Proposer, will be considered preliminary and not final. Instead, the score received after the interview will be the final score.

#### **4. CLARIFYING PROPOSAL DURING EVALUATION**

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

### **SECTION B**

### **FINAL SELECTION**

#### **1. CONTRACT NEGOTIATION**

The City will attempt to reach a final agreement, including a detailed scope of work, project schedule and fee schedule, 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 5.68. The Proposal and all Proposals 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.

#### **2. REVIEW AND PROTESTS**

##### REVIEW:

Following the Notice of Intent to 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 192.501, 192.502 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:

Protests may be submitted to the Chief Procurement Officer only for formal solicitations resulting in contract(s) individually valued at or above the Formal Solicitation Process Dollar Threshold (reference [www.portlandonline.com/omf/index.cfm?c=44169&a=74585](http://www.portlandonline.com/omf/index.cfm?c=44169&a=74585)), and 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 Award, Notice to Short List, or notification for non-responsiveness 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 contractor, 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 Award.

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

## EXHIBIT A

### CITY OF PORTLAND PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES FIRST TIER SUBCONSULTANT DISCLOSURE FORM

---

#### **CITY PTE DISCLOSURE REQUIREMENTS**

The City's disclosure program was adopted to document the use of subconsultants on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Qualifications Based Selection requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information and Employer Identification Number (EIN or FED ID#)
- 2) State of Oregon M/W/ESB designation  
*(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://www4.cbs.state.or.us/ex/dir/omwesb/>)*
- 3) The proposed scope or category of work that the subconsultant will be performing
- 4) The amount of the subconsultant's contract

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on the accompanying form.

**ATTACHMENTS:** Form 1: City of Portland PTE First Tier Subconsultant Disclosure Form

**CITY OF PORTLAND  
PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM  
(FORM 1)**

Proposers are required to disclose information about first-tier subconsultants when the proposed cost of the Professional, Technical and Expert (PTE) service is greater than \$100,000, and when the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000. The Proposer must disclose the following information about such subconsultants. Enter the specific expected dollar value for each subconsultant (NOT acceptable to use > or < symbols).

**Proposer Name:** \_\_\_\_\_ **Proposer's Proposed Cost:** \_\_\_\_\_

**QBS Number:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

<b>SUBCONSULTANT INFORMATION (Please Print)</b>	<b>M/W/ESB</b>	<b>SCOPE/TYPE OF WORK</b>	<b>SUBCONTRACT AMOUNT</b>
Firm Legal Name: Phone #: Email: Fax#: <b>FED ID OR EIN (No SS#):</b>			\$
Firm Legal Name: Phone #: Email: Fax#: <b>FED ID OR EIN (No SS#):</b>			\$
Firm Legal Name: Phone #: Email: Fax#: <b>FED ID OR EIN (No SS#):</b>			\$
Firm Legal Name: Phone #: Email: Fax#: <b>FED ID OR EIN (No SS#):</b>			\$
Firm Legal Name: Phone #: Email: Fax#: <b>FED ID OR EIN (No SS#):</b>			\$

**NOTE:**

- 1) If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 2) All subconsultants with contracts \$10,000 or over must be listed on Form 1. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*: <http://www4.cbs.state.or.us/ex/dir/omwesb/>.
- 3) Do not enter social security numbers on this form.

## EXHIBIT B

### CITY OF PORTLAND AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. Click Here and Type

SHORT TITLE OF WORK PROJECT:  
Click Here and Type

This contract is between the City of Portland ("City," or "Bureau") and Click Here and Type, hereafter called Contractor. The City's Project Manager for this contract is Click Here and Type.

#### Effective Date and Duration

This contract shall become effective on Click Here and Type. This contract shall expire, unless otherwise terminated or extended, on Click Here and Type.

#### Consideration

- (a) City agrees to pay Contractor a sum not to exceed Click Here and Type for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

---

### CONTRACTOR DATA AND CERTIFICATION

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number (EIN) \_\_\_\_\_  
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # \_\_\_\_\_

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation  
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

---

### TERMS AND CONDITIONS

**1. Standard of Care:** Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

#### 2. Effect of Expiration

Passage of the contract 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 corrected.

#### 3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

#### 4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, 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 cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

## 5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

## 6. Assignment

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

## 7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

## 8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

## 9. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, the insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
- (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by operating Bureau \_\_\_\_

Waived by operating Bureau Director or designee \_\_\_\_

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:

Required by operating Bureau \_\_\_\_

Waived by operating Bureau Director or designee \_\_\_\_

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by operating Bureau \_\_\_\_

Waived by operating Bureau Director or designee \_\_\_\_

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the

Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

**11. EEO Certification:** In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

**12. Equal Benefits**

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**13. Successors in Interest**

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

**14. Severability**

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

**15. Waiver**

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

**16. Errors**

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

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business License**

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

**20. Prohibited Conduct**

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. 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 Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

**24. Electronic Signatures**

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

**26. Dispute Resolution/Work regardless of disputes**

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 its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

**27. Progress Reports: ☐ / Applicable ☐ / Not Applicable**

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

**28. Contractor's Personnel: ☐ / Applicable ☐ / Not Applicable**

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

**29. Subcontractors**

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

**30. Third Party Beneficiaries**

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

---

## **STATEMENT OF THE WORK AND PAYMENT SCHEDULE**

### **SCOPE OF CONSULTANT SERVICES**

#### **1. GENERAL SERVICES**

The Contractor shall provide the following general services:

A. Provide architectural and engineering services in accordance with RFP No. XXXX dated XXXX, 2009 and proposal dated XXXX, 2011 as provided below.

#### **2. SPECIFIC SERVICES**

In providing the general services described above, the Contractor shall provide not less than the following specific services:

##### **2.1 PROJECT ADMINISTRATION SERVICES**

2.1.1 The Contractor shall manage the Contractor's services and administer the Project. The Contractor shall consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Contractor shall coordinate the services provided by the Contractor and the Contractor's subcontractors with those services provided by the City and the City's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Contractor shall prepare, and update at each Construction Document (CD) phase, a Project schedule that shall identify milestone dates for decisions required of the City, design services furnished by the Contractor, completion of documentation provided by the Contractor, commencement of construction and Substantial Completion of the Work.

2.1.3 The Contractor shall consider the value of alternative materials, sustainable ('green') building practices, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 The Contractor shall submit CD documents to the City at 50% and 95% completion intervals appropriate to the design process for purposes of evaluation and approval by the City. The Contractor shall be entitled to rely on approvals received from the City in the further development of the design.

2.1.5 The Contractor shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

##### **2.1.6 EVALUATION OF BUDGET AND COST OF THE WORK**

2.1.6.1 When the Project requirements have been sufficiently identified, the Contractor shall prepare an estimate of the Cost of the Work at each CD phase. The Contractor shall advise the City of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Contractor's estimate of the Cost of Work exceeds the City's budget, the Contractor shall make appropriate recommendations to the City to adjust the Project's size, quality or budget, and the City shall cooperate with the Contractor in making such adjustments.

2.1.6.2 Evaluations of the City's budget for the Project, the estimates of the Cost of the work and updated estimates of the Cost of the Work prepared by the Contractor represent the Contractor's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Contractor nor the City has control over the cost of labor, competitive bidding, market or negotiating conditions. Accordingly, the Contractor cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Contractor.

2.1.6.3 In preparing estimates of the Cost of the Work, the Contractor shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be

necessary to adjust the estimated Cost of the Work to meet the City's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the City and the General Contractor selected for the construction of the project (General Contractor) causes the budget for the Cost of the Work to be exceeded, that budget shall be increased as provided by the Conditions of the Contract.

2.1.6.4 If bidding or negotiation has not commenced within ninety (90) days after the Contractor submits complete Construction Documents to the City, the City and the Contractor shall agree to negotiate a new budget for the Cost of the Work to reflect changes in the general level of prices in the construction industry.

2.1.6.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the City shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize re-bidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Paragraph 5 of the Agreement, Early Termination; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.6.6 If the City chooses to proceed under Clause 2.1.6.5.4, the Contractor shall modify the documents for which the Contractor is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. However, in the event the lowest bona fide bid exceeds the budget by 10% or more, the Contractor, without additional compensation, shall modify the documents for which the Contractor is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Contractor's responsibility under this Paragraph 2.1.6.6. The Contractor shall be entitled to compensation in accordance with this Agreement for services performed as defined in Paragraph 6 of the Agreement. Payment on Early Termination.

## **2.2 EVALUATION AND PLANNING SERVICES**

2.2.1 The Contractor shall provide a preliminary evaluation of the information furnished by the City under this Agreement, including the City's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Contractor shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the City of any other information or consultant services that may be reasonably needed for the Project.

2.2.2 The Contractor shall provide a preliminary evaluation of the City's site for the Project based on the information provided by the City of site conditions, and the City's program, schedule and budget for the Cost of the Work.

2.2.3 The Contractor shall review the City's proposed method of contracting for construction services and shall notify the City of anticipated impacts that such method may have on the City's program, financial and time requirement, and the scope of the Project.

## **2.3 DESIGN SERVICES**

2.3.1 The Contractor's design services shall include normal architectural and engineering services.

## **2.3.2 CONSTRUCTION DOCUMENTS**

2.3.2.1 The Contractor shall provide Construction Documents and budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.3.2.2 During the development of the Construction Documents, the Contractor shall assist the City in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms and (2) the Conditions of the Contract for the Construction (General, Supplementary and other Conditions). The Contractor also shall assist in compiling the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

## **2.4 CONSTRUCTION PROCUREMENT SERVICES**

2.4.1 The Contractor shall assist the City in establishing a list of prospective bidders.

### **2.4.4 COMPETITIVE BIDDING**

2.4.4.1 Bidding Documents provided by the Contractor shall consist of Specifications and Drawings. All other Bidding Documents will be provided by the City.

2.4.4.2 If requested by the City, the Contractor shall arrange for procuring the reproduction of Bidding Documents. The City shall pay directly for the cost of reproduction of the bidding documents. The Contractor shall not distribute bid documents to prospective bidders.

2.4.4.3 The City shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The City shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.4.4.4 The Contractor shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare addenda identifying approved substitution to all prospective bidders. The City will distribute the Addenda to prospective bidders.

2.4.4.5 The Contractor shall participate in a pre-bid conference for prospective bidders.

2.4.4.6 The City will forward questions from prospective bidders to the Contractor. The Contractor shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the City in the form of addenda. The City will distribute any and all addenda to prospective bidders.

2.4.4.7 The Contractor shall attend in the opening of the bids. The City shall subsequently document and distribute the bidding results.

2.4.4.8 No direct communication shall occur between the Contractor and prospective bidders.

## **2.5 CONTRACT ADMINISTRATION SERVICES**

### **2.5.1 GENERAL ADMINISTRATION**

2.5.1.1 The Contractor shall assist with administration of the Contract between the City and the General Contractor as set forth below. Modifications made to the Conditions of the Contract, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Contractors.

2.5.1.2 The Contractor's responsibility to assist with the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the City of the final Certificate for Payment. However, the Contractor shall be entitled to a Change in Services in accordance with Paragraph 2.6.1 when assistance with Contract Administration Services extend sixty (60) days after the date of Substantial Completion of the Work, unless the delay is caused by the Contractor.

2.5.1.3 The Contractor shall advise and consult with the City during the assistance of the Contract Administration Services.

2.5.1.4 Duties, responsibilities and limitations of the Contractor under this Article 2.5 shall not be restricted, modified or extended without written agreement of the City and Contractor.

2.5.1.5 The City will forward requests for additional information about Contract Documents by the General Contractor to the Contractor. The Contractor shall review properly prepared, timely requests by the General Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Contractor and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.5.1.6 Upon approval of the City, the Contractor may on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the General Contractor. These supplemental Drawings and Specifications will be distributed to the General Contractor through the City.

2.5.1.7 The Contractor shall interpret disputes concerning performance of the General Contractor per the Contract Documents on written request of the City. The Contractor's response to such requests shall be made in writing to the City within any time limits agreed upon or otherwise with reasonable promptness.

2.5.1.8 Interpretations and decisions of the Contractor shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. These decisions will be communicated to the General Contractor by the City.

## **2.5.2. EVALUATIONS OF THE WORK**

2.5.2.1 The Contractor (1) shall visit the site at intervals appropriate to the state of the General Contractor's operations or not less than one (1) visit per week to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Contractor shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Contractor shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the General Contractor's rights and responsibilities under the Contract Documents.

2.5.2.2 The Contractor shall report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the General Contractor. However, the Contractor shall not be responsible for the General Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Contractor shall be responsible for the Contractor's, or its subcontractor's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the General Contractor, its subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.5.2.3 The Contractor shall at all times have access to the Work wherever it is in preparation or progress.

2.5.2.4 Communications by and with the Contractor's sub-consultants shall be through the Contractor.

2.5.2.5 Whenever the Contractor considers it necessary or advisable, the Contractor shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

## **2.5.3. CERTIFICATION OF PAYMENTS TO GENERAL CONTRACTOR**

2.5.3.1 The Contractor shall review Certificates of Payment and certify the amounts due the General Contractor. The Contractor's certification for payment shall constitute a representation to the City based on the Contractor's evaluation of the Work as provided in Paragraph 2.5.2 and on the data comprising the General Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Contractor's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Contractor.

2.5.3.2 The Contractor's certification of a Certificate for Payment shall not be a representation that the Contractor has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to

substantiate the General Contractor's right to payment, or (4) ascertained how or for what purpose the General Contractor has used money previously paid on account of the Contract Sum.

2.5.3.3 The Contractor shall maintain a record of the General Contractor's Applications for Payment.

## **2.5.4 SUBMITTALS**

2.5.4.1 The Contractor shall review and approve or take other appropriate action upon the General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, General Contractor, its subcontractors, or separate contractors, while allowing sufficient time in the Contractor's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the General Contractor as required by the Contract Documents. The Contractor's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Contractor, of any construction means, methods, techniques, sequences or procedures. The Contractor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.5.4.2 The Contractor shall maintain a record of submittals and copies of submittals supplied by the General Contractor in accordance with the requirements of the Contract Documents.

2.5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the General Contractor by the Contract Documents, the Contractor shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the General Contractor shall bear such professionals written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

## **2.5.5 CHANGES IN THE WORK**

2.5.5.1 The Contractor shall prepare Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The City will prepare Change Orders. The Contractor may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Contractor shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.6.1., upon approval of the City.

2.5.5.2 The Contractor shall review properly prepared, timely requests by the City or General Contractor for change in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Contractor to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Contractor determines that requested changes in the work are not materially different from the requirements of the Contract Documents, the Contractor may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.5.5.3 If the Contractor determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Contractor shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the General Contractor, if any, the Contractor shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Contractor. With the City's approval, the Contractor shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the General Contractor.

2.5.5.4 The Contractor shall maintain records relative to changes in the Work.

## **2.5.6 PROJECT COMPLETION**

2.5.6.1 The Contractor shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Contractor shall review written warranties and related documents required by the Contract Documents and assembled by the General Contractor and forward them to the City, for the City's review and records. Contractor shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.5.6.2 The Contractor's inspection shall be conducted with the City's Project Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the General Contractor of Work to be completed or corrected.

2.5.6.3 When the Work is found to be substantially complete, the Contractor shall inform the City about the balance of the Contract Sum remaining to be paid the General Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.5.6.4 The Contractor shall receive from the General Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens of bonds indemnifying the City against liens.

2.5.6.5 The Contractor shall provide to the City all Construction Document plans on computer disks in AutoCAD 2004 V.14 format, or in a format that can be read by AutoCAD 2004 V.14.

## **2.6 REQUEST FOR ADDITIONAL SERVICES**

2.6.1 The following information shall be provided to the City by the Contractor as a Change in Services:

1. review of a General Contractor's submittal out of sequence from the submittal schedule agreed to by the Contractor;
2. excessive responses to the General Contractor's requests for information where such information is available to the General Contractor from a careful study and comparison of the Contract Documents, field conditions, other City-provided information, General Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Change Orders and Construction Change Directives involving substantial changes to the project at the request of the City or General Contractor requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
4. providing consultation concerning replacement of Work resulting from fire or other cause during construction;
5. evaluation of an extensive number of claims submitted by the City's consultants, the General Contractor or others in connection with the Work;
6. evaluation of an extensive number of substitutions proposed by the City's consultants or contractors and making subsequent revisions to Instruments of Service resulting there-from;
7. preparation of design and documentation for alternate bid or proposal requests proposed by the City; or
8. assistance with Contract Administration Services provided sixty (60) days after the date of Substantial Completion of the Work unless a delay was caused by the Contractor.

## **2.7 OTHER REQUIREMENTS**

1. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report by the 15<sup>th</sup> of each month.
2. All deliverables and resulting work products from this contract will become the property of the City of Portland.

## CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT

## SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

## COMPENSATION

The "not to exceed amount" of \$XXXX is the maximum amount of compensation due the Contractor for all the work required by the Contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

As work progresses on the contract, the City will pay the Contractor a portion of the contract amount each month until the work is complete. Progress Payments are based on the percentage of work successfully completed by the Contractor and approved by the City. For example, if in a given month the Contractor successfully completes 10% of the work the Contractor will be paid 10% of the Contract amount after City approval.

The following schedule of tasks and fee breakdown defines the maximum amounts the Contractor may earn for each task. The Contractor will be paid each month based on the percentage of work successfully completed for each task after City approval. Example:

Pre-Design:	\$X
Design Development:	\$X
Construction Documents:	\$X
Bidding:	\$X
Contract Administration:	\$X
Reimbursable Expenses:	\$X

## Submitting Payment Invoices

On or before the 15<sup>th</sup> of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment. Invoices from the Contractor shall identify the work performed and state the percentage of work successfully completed for each task.

The Contractor shall also attach photocopies of claimed reimbursable expenses. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The City may disapprove a payment previously made, withhold money from a future progress payment, or disapprove of an invoice submitted by the Contractor in whole or in part, if the work has not progressed to the point indicated by the Contractor's invoice or if it appears that previously approved work was not, in fact, successfully completed based on the requirements of the contract.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Bureau to Contractor.

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

### SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

### SECTION B

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

\_\_\_\_\_  
City Project Manager Signature

\_\_\_\_\_  
Date

### SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- \_\_\_\_\_ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- \_\_\_\_\_ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
- \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year; or
- \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**CONTRACTOR SIGNATURE:**

This contract 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 Agreement.

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

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

**Contractor Name Here**

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

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

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

Contract No. \_\_\_\_\_

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

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_  
Bureau Director

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

By: \_\_\_\_\_  
Chief Procurement Officer

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

By: \_\_\_\_\_  
Elected Official

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

Approved:

By: \_\_\_\_\_  
Office of City Auditor

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

Approved as to Form:

By: \_\_\_\_\_  
Office of City Attorney

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





## Exhibit C

# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

### 1.0 Goal

While purchasing materials and products is a necessary part of business, it is the goal of The Portland Building's Sustainable Purchasing Policy (The Policy) to reduce the harm that these purchases cause by setting product & service standards for purchases in the building. The standards will focus on reducing the environmental and human health impacts, decreasing waste potential and conserving natural resources.

Tenants should practice due diligence to ensure all new purchases of materials, products, and services meet the standards set forth in this document. Performance goals for which data will be collected are specific to each product category and are listed within each product standard.

### 2.0 Purpose & Scope

As The Portland Building is owned and operated by the City of Portland, this Policy is meant to provide support for The Portland Building Tenants on purchasing and use of materials, products and services that meet the intent of the City's Sustainable Procurement Policy, Green Building Policy and related policies and City Code.

The Policy and set of standards applies to all purchases of goods and services identified in this document that are primarily consumed and utilized within The Portland Building, 1120 SW 5th Avenue, Portland, Oregon. This includes products that are used during the course of conducting business. It does not apply to personal goods brought in by employees, staff, or contractors for their personal use (e.g. food for personal consumption, personal hygiene items, etc.).

While this document specifies sustainability related criteria for various products, it is not meant to preclude the reuse of existing materials and other methods to reduce consumption.

### 3.0 Responsible Parties

Teams and individuals involved in activities pertaining to this policy

- Facilities management team for The Portland Building is responsible for overall support and implementation of this document, stated standards, and related policies.
- Wendy Gibson, the Sustainable Building Coordinator, will provide product and strategy research, implementation, coordination, and performance tracking support.
- Facilities maintenance staff and project management staff are responsible for ensuring products and services specified and purchased (by staff or contractors) meet the requirements of this document, stated standards, and related policies; and assist with performance tracking.
- Stacey Foreman, the Sustainable Procurement Coordinator, will provide product research, contract requirements and specifications support specific to environmentally preferable products/services, and performance tracking support.
- Portland Building tenant management staff is responsible for ensuring the cooperation of their staff in implementing this document, stated standards, and related policies.



# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

Paul Wallman, the Facilities Operations Manager, and the Sustainable Building Coordinator will conduct periodic reviews of purchases under the control of property management, include procedures and action items compliant with The Policy, support training specific to identifying and using environmentally preferable products and services. Additionally, the Facilities management team for The Portland Building, in cooperation with management and program staff from building tenants, will work to educate tenants and contractors about this document, stated standards, and related policies.

The Procurement Services office will incorporate stated standards and related policies into Citywide price agreements and will participate in training building tenants regarding these policies that affect The Portland Building. City procurement sustainability program staff will assist Facilities staff in researching environmentally preferable products, identifying potential alternatives to conventional products or services, and supporting quality assurance documentation requests.

## **4.0 Guidance for Resources and Implementation**

Upon implementation of The Policy, training for Facility supervisors and staff will occur to educate them on the environmental best practices that may affect their day-to-day activities. This education will be done with mutual support from Procurement Services.

The City is developing The Environmentally Preferable Operations and Maintenance Guide: For Building Maintenance Technicians that will provide information guidance on purchases. This document will be translated into work order action items.

City related supporting policies or code are listed below and referenced next to each purchase:

- Sustainable Procurement Policy (2008)
- Green Building Policy (2001, 2005, 2009)
- City Code 5.33.080, Environmentally Preferable Procurement
- Toxics Reduction Strategy (2006)
- Portland Recycles! Plan (2007)
- Sweatshop Free Procurement Policy (2008)
- City Sustainability Goals (2009)
- Climate Action Plan (2009)
- Technology Standards Directory (2011)
- The Portland Building Exterior Building and Hardscape Management Plan (2011)
- The Portland Building Outdoor Integrated Pest Management, Erosion Control & Landscape Management Plan (2011)
- The Portland Building Green Cleaning Policy (2011)

## **5.0 Performance Measurement & Quality Control Process**

Product compliance will be tracked by item cost or quantity and specific sustainability metrics. Performance metrics are specific to each product category and are listed within each product standard.



# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

The Facilities management team for the Portland Building will review and update The Policy at least once every three years. The Sustainable Building Coordinator shall evaluate and report findings to the Facilities management. Whenever possible, the evaluation shall include an assessment of the performance, cost and environmental and public health benefits achieved as a result of its implementation. The Facilities management shall regularly communicate with service providers, and conduct site inspections to ensure that The Policy is in place and functioning as intended. Other responsible parties shall periodically evaluate the success of the Policy through internal review.

## **6.0 Product & Service Standards for the Portland Building**

### **6.1 Acoustic Ceiling Tiles**

Contain a minimum 80% recycled content. (LEED MRc3)

Performance Goal: 100% of all ceiling tiles purchased/installed

Performance Metric: Percent of total ceiling tiles by cost.

### **6.2 Air Filters**

Filters for use on outside air handling units (AHU) shall be a MERV 13 or greater high efficiency filter. (LEED IEQc1.4)

Performance Goal: 100% of all filters purchased/installed.

Performance Metric: Percent of total number of filters.

### **6.3 Adhesives, Sealants**

1. Avoid aerosol products. (Climate, Toxic)
2. Avoid products containing MDA (4,4'-diaminodiphenylmethane), TDI (toluene diisocyanate) or MDI (methylene diphenyl diisocyanate). (Toxic)
3. Carpet adhesives shall be CRI Green Label Plus certified (certification meets SCAQMD requirements). (LEED MRc3, Sust. Proc. Policy)
4. All other adhesives and sealants shall meet SCAQMD Rule 1168 VOC limits. (LEED Hardscape SSc2, MRc3)

Performance Goal: 80% of adhesives and sealants shall be CRI Green Label Plus or meet SCAQMD VOC limits for their respective class of use.

Performance Metric: Percent of total adhesive and sealant purchases by cost.

### **6.4 Appliances**

All appliances for which there is an ENERGY STAR standard shall be ENERGY STAR qualified. (LEED MRc2, City Code)

Performance Goal: 100% of all appliances purchased/installed for which there is an ENERGY STAR standard. 80% of total number of all appliances.

Performance Metric: Percent of total appliance purchases by cost.

### **6.5 Audio/Visual Equipment, TVs**



# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

All audio/visual equipment (e.g. DVD players, amplifiers) and televisions shall be ENERGY STAR certified. (LEED MRC2, City Code)

Performance Goal: 100% of all A/V equipment and TVs.

Performance Metric: Percent of total A/V and TV purchases by cost.

## 6.6 Batteries:

1. When possible, rechargeable batteries should be purchased.
2. When possible, electric-powered equipment should be equipped with environmentally preferable gel batteries

Performance Goal: 50% compliance.

Performance Metric: Percent compliant batteries purchased.

## 6.7 Cleaning Equipment

Comply with the Portland Building Green Cleaning Policy (LEED IEQc3, 3.4)

Performance Goal: 100% compliance.

Performance Metric: Percent of cleaning equipment purchased and in use.

## 6.8 Cleaning Products: Janitorial and Office

1. Comply with The Portland Building Green Cleaning Policy. (LEED IEQp3, 3.4)
2. Cleaning products shall be fragrance-free. (HR Rule 4.03)
3. No use of "air freshener" type products. (HR Rule 4.03)
4. Miscellaneous office cleaning products not covered by the Green Cleaning Policy shall be low/non-toxic and be NPE and phosphate free. (Toxic)

Performance Goal: 100% compliance with fragrance-free and identified banned products. 50% compliance otherwise.

Performance Metric: Percent of total janitorial and office cleaning products by cost.

## 6.9 Cleaning Products: Specialty

1. Coil Cleaners & Degreasers: shall be Green Seal certified, EcoLogo certified, or recognized by the EPA DfE Program. Avoid aerosol-based products. (LEED IEQ 3.3, Sust. Proc. Policy)
2. Graffiti & Paint Removers: Non-aerosol EPA DfE recognized, EcoLogo certified or GreenSpec recommended paint/graffiti removers when water pressure-washing is not enough. (LEED, SSc2, Hardscape Mgmt)
3. Drain Maintenance Products: Use products that are recognized by the EPA DfE program (Sust. Proc. Policy)

Performance Goal: 80% compliance.

Performance Metric: Percent of specialty cleaning products purchased.

## 6.10 Fertilizer



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

Fertilizer use should be based on need, not by calendar. When possible use organic or natural fertilizers (compost, grass clippings).

Performance Goal: 100% compliance.

Performance Metric: Percent of fertilizer purchased by cost.

### 6.11 Flooring - Carpet

1. No PVC containing products (unless purchased as a patch/repair to match an existing application). (Toxic)
2. No products containing halogenated flame retardants (no BFRs, PBDEs, CFRs) (Toxic)
3. At minimum, carpet shall be CRI Green Label Plus certified. Carpet cushion shall be CRI Green Label certified. Carpet adhesives shall be Green Label Plus certified. (LEED MRc3)
4. To the extent possible, seek carpet that:
  - Is NSF-140 certified at the Gold or Platinum level. This is a life-cycle based eco-label for carpet. (Sust. Proc. Policy)
  - Does not use PFCs as dirt/moisture repellents (Interface and Bentley Prince Street are examples of companies that offer non-PFC products) (Toxic)
  - Does not contain MDA (4,4'-diaminodiphenylmethane) – sometimes found in carpet backings (Toxic)
  - Contains post-consumer recycled content (LEED MRc3)

Performance Goal: 100% compliance.

Performance Metric: Percent of carpet purchased/installed by cost.

### 6.12 Flooring - Resilient

1. No PVC containing products (unless purchased as a patch/repair to match an existing application) (Toxic)
2. Seek Floor Score or NSF-332 Gold/Platinum certified resilient flooring. (LEED MRc3, Sust. Proc. Policy)
3. Resilient flooring adhesives shall meet SCAQMD Rule 1168 VOC limits. (LEED MRc3, Sust. Proc. Policy)
4. Use floor finishes that meet SCAQMD Rule 1113 VOC limits and do not contain MDI (methylene diphenyl diisocyanate) or TDI (toluene diisocyanate). (Toxic, Sust. Proc. Policy)

Performance Goal: 100% compliance.

Performance Metric: Percent of resilient flooring purchased/installed by cost.

### 6.13 Flooring – Wood (see Wood Products)

### 6.14 Furniture

1. No products containing halogenated flame retardants (no BFRs, PBDEs, CFRs). (Toxic)



# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

2. Avoid products with PVC/vinyl. (Toxic)
3. Avoid products with PFC-based dirt/moisture repellents. (Toxic)
4. Furniture should be adjustable and meet City ergonomic requirements.
5. Furniture should be SCS Indoor Advantage Gold or Greenguard Children & Schools certified. (Sust. Proc. Policy)
6. Look for products containing at least 10% postconsumer or 20% postindustrial recycled content, including recycled content textiles. (LEED MRc2)
7. Look for products that can be refurbished and/or recycled. (LEED MRc8)
8. Look for products containing at least 50% rapidly renewable material (LEED MRc2)
9. Look for products containing at least 50% FSC certified wood. (LEED MRc2)

Performance Goal: No products containing halogenated flame retardants or PFCs. 80% furniture is SCS Indoor Advantage Gold or Greenguard Children & Schools certified. 40% of purchases contain recycled content.

Performance Metric: Percent of total furniture purchased/installed by cost.

## 6.15 Gypsum Board

1. Products should be Greenguard Children & Schools or UL Environment ISR 100 certified. (Sust. Proc. Policy)
2. Look for recycled content products (both core and paper facing). (LEED MRc3)

Performance Goal: 100% compliance.

Performance Metric: Percent of gypsum board purchased/installed by cost.

## 6.16 HVAC Equipment

Purchases of HVAC equipment shall meet industry high energy efficiency standards and/or recommendations such as those provided by the following organizations: (LEED, Energy Policy, Sust. Proc Policy)

1. ENERGY STAR
2. American Council for an Energy-Efficient Economy (ACEEE)
3. Consortium for Energy Efficiency (CEE)
4. Federal Energy Management Program (FEMP)

Performance Goal: 100% of all HVAC equipment.

Performance Metric: Percent of total number HVAC equipment purchased.

## 6.16 Insulation

Do not use polystyrene insulation products [extruded polystyrene (XPS) or expanded polystyrene (EPS)]. (Toxic)

Performance Goal: 100% compliance.

Performance Metric: Review insulation products purchased/installed.

## 6.17 Lighting Products

1. Comply with the Portland Building Lighting Purchasing Plan (LEED, MRc4)



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

2. Buy ENERGY STAR qualified products for the following: (City Code, Sust. Proc. Policy)
  - Self-ballasted CFLs
  - Integral LED lamps
  - LED luminaires (product types for which there is an ENERGY STAR standard)  
Residential-style luminaires
3. All exit signs shall be LED (Energy Policy, Sust. Proc. Policy)
4. For T8 applications:
  - Meet the CEE High Performance T8 Specifications
  - Ballasts for 32W T8s shall be NEMA Premium electronic ballasts
5. Minimum CRI 80 and CCT 4100 for T8s, T5s, and self-ballasted and pin-based CFLs.
6. Minimum rated life 24,000 hrs (instant/program start, 3hr) for T8s and T5s
7. No new halogen or incandescent fixtures; replace existing halogen and incandescent lamps with more efficient options to the maximum extent possible.
8. Mercury content levels shall meet the following: (LEED MRc4)

Lamp Type	Mercury Standard
4' (or less) linear T8	≤3.5 mg
>4' linear or U-bent T8	≤10 mg
Linear T5s	≤3.5 mg
Circular T5s	≤10 mg
Pin-based CFLs	≤5 mg
Self-ballasted CFLs	Meet ENERGY STAR requirements
Linear T12s	≤10 mg
Self-ballasted CCCFLs	≤5 mg
All other mercury-containing lamps	Must be TCLP compliant

Performance Goal: 90% of lamps purchased shall contribute to average mercury content not exceed 90 picograms per lumen-hour.

Performance Metric: Percent based on the number of lamps purchased.

### 6.18 Lubricants/Oils

Lubricants/oils shall be bio-based instead of petroleum/mineral oil lubricants when possible. Acceptable biobased products are listed by the USDA Biopreferred Program. Avoid using aerosol based lubricants. (Sust. Proc. Policy, Climate)

Performance Goal: No goal for this category.

Performance Metric: n/a

### 6.19 Miscellaneous Products

For products not specifically listed in other sections of this document, before you purchase, find out if any of the following standards or best practices apply to the product:

1. ENERGY STAR certified or follow ACEEE, CEE, or FEMP energy efficiency guides or product lists (LEED)
2. WaterSense certified or other water-efficient options (LEED, Sust. Proc. Policy)
3. Meet SCAQMD low-VOC limits (LEED, Sust. Proc. Policy)



# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

4. Green Seal, EcoLogo, NSF, SCS, or UL Environment certified; EPA DfE recognized products (LEED, Sust. Proc. Policy)
5. Biobased and listed on the USDA Biopreferred Program website (Sust. Proc. Policy)
6. Contains post-consumer recycled content (LEED, Sust. Proc. Policy)
7. Reusable, rechargeable (LEED, Sust. Proc. Policy)
8. Recyclable (including packaging) (LEED, Sust. Proc. Policy)

Performance Goal: 30% of products not covered by other product category standards meet one of the listed criteria.

Performance Metric: Percent of total number of miscellaneous products purchased.

## 6.20 Office Equipment – Computers, Monitors, Notebooks, Servers

1. Meet Bureau of Technology Services standards. (TSD)
2. All applicable desktop computers, monitors, and notebooks shall be EPEAT registered at the "silver" level or higher. (LEED, MRc2, TSD)
3. All other computers, monitors, notebooks, and servers shall be ENERGY STAR certified. (LEED MRc2, TSD, City Code)

Performance Goal: 100% compliance.

Performance Metric: Percent of total number of office equipment purchases by cost.

## 6.21 Office Equipment – Copiers, Printers, Multifunction Devices, Scanners, Fax Machines

1. Equipment shall be ENERGY STAR certified and have energy saving features enabled. (LEED MRc2, TSD, City Code)
2. Equipment shall have duplex capability and be capable of using up to 100% post-consumer waste recycled content paper. (Sust. Paper Policy )

Performance Goal: 100% compliance.

Performance Metric: Percent of total number of office equipment purchases by cost.

## 6.22 Office Products - Paper

All paper products must meet the EPA's CPG minimum post-consumer recycled content levels. For most office paper products, this is equal to a minimum of 30% post-consumer recycled content. (Sust. Paper Policy)

Performance Goal: 100% of all paper office products.

Performance Metric: Percent of total paper office products purchases by cost.

## 6.23 Office Products – Toner

Seek remanufactured toner cartridges provided that: (LEED MRc1, Sust. Proc. Policy)

1. The remanufactured toner cartridges have been fully remanufactured to specifications equal to, or exceeding original equipment manufacturer's (OEM) cartridge standards of quality and performance and approved remanufactured toner cartridge industry standards.



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

2. The remanufactured toner cartridge has an equal or less \$/page/cartridge as the comparable OEM cartridge. \$/page/cartridge is calculated by: cost of cartridge divided by the manufacturer's stated yield (# of pages) per cartridge.
3. Toner cartridge supplier provides a 100% product guarantee and warranty for the remanufactured toner cartridge, including full product refund and printer repair for any damage caused by the cartridge.
4. The remanufacturer and/or distributor offers a reputable no-added cost recycling program for used remanufactured cartridges.

Performance Goal: 40% of laser toner cartridges.

Performance Metric: Percent of total laser toner purchases by cost.

### 6.24 Office Products – Misc. Ongoing Consumables (LEED MRc1)

1. Markers and Correction Fluid: low-odor
2. 3-Ring Binders: No vinyl/PVC and minimum 20% recycled content.
3. Batteries: rechargeable; no cadmium-based batteries
4. General: whenever possible, choose refillable/reusable products and seek products that meet one of the following criteria:
  - Contains at least 10% post-consumer and/or 20% pre-consumer material
  - Contains at least 50% rapidly renewable materials
  - Consists of at least 50% FSC-certified paper
  - Contains at least 50% materials harvested and processed or extracted and processed within 500 miles of the Portland Building

Performance Goal: 60% of miscellaneous ongoing consumables office products.

Performance Metric: Percent of miscellaneous ongoing consumables office product purchases by cost.

### 6.25 Outdoor Maintenance Equipment – Powered (LEED SSc2 & MRc2, Hardscape)

1. Choose electric-powered equipment over gas-powered
2. When gas-powered, select fuel efficient, emission-reducing four-stroke engines.
3. Take into account sound levels of equipment. Look for equipment with the lowest sound level per the performance and type of equipment needed.
4. Choose ergonomically design equipment that reduces user fatigue.

Performance Goal: No goal for this category.

Performance Metric: n/a

### 6.26 Paints

1. Avoid aerosol paints. (Climate)
2. All non-recycled latex primers and top coat paints, and anti-corrosive coatings shall be Green Seal GS-11 certified. Recycled/reblended latex paints shall be Green Seal GS-43 certified. (LEED MRc3, City Code)
3. All other paints or coatings shall meet SCAQMD Rule 1113 VOC limits. (LEED, Sust. Proc. Policy)



# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

Performance Goal: 100% of paints and coating products.

Performance Metric: Percent of total paints and coating purchases by cost.

## 6.27 Pesticides/Herbicides (LEED SSC3, IEQc3.6)

Follow The Portland Building Integrated Pest Management (IPM) Plan. In general, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring tools indicate presence of pests in that specific area, and only after all non-toxic means have been exhausted and shown to be unsuccessful. Under the IPM Program, all chemical pesticides (with certain exceptions) are banned for use on City-owned properties except those that meet San Francisco's Tier 3 hazard criteria (least hazardous) and are listed on San Francisco's Reduced Risk Pesticide List. They are defined as "least toxic".

Performance Goal: No interior or exterior pesticide applications.

Performance Metric: Review pest monitoring reports and pesticide application log.

## 6.28 Sealants (see Adhesives)

## 6.29 Snow/Ice Removal Products (LEED SSC2, Hardscape)

1. Sodium chloride and calcium chloride deicing products shall not be purchased/used unless approved in writing by the Facilities Operations Manager prior to application.
2. Products shall be primarily comprised of:
  - Potassium acetate;
  - Potassium chloride;
  - Magnesium chloride; or
  - Calcium magnesium acetate (CMA)

Performance Goal: 100% compliance.

Performance Metric: Percent total snow/ice removal products purchased.

## 6.30 Televisions (see Audio/Visual Equipment)

## 6.31 Wallboard (see Gypsum Board)

## 6.32 Water Fixtures (LEED WEc2)

1. Toilets and flush-urinals shall be WaterSense certified.
2. Showerheads shall use 1.5 gpm or less while maintaining adequate pressure. Look for WaterSense certified products that meet these criteria.
3. Restroom faucets shall use 0.5 gpm or less while maintaining adequate pressure.
4. Kitchen faucets shall use 1.5 gpm or less while maintaining adequate pressure.

Performance Goal: 100% compliance.

Performance Metric: Total number of water fixtures purchased/installed.



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

### 6.33 Water Heaters (City Code, Energy Policy)

1. For residential-style gas storage, gas tankless, gas condensing, heat pump, or solar water heaters, purchase ENERGY STAR qualified products. For electric storage water heaters purchase a product with an Energy Factor (EF) of 0.93 or greater (Energy Factor is an efficiency ratio of the energy supplied in heated water divided by the energy input to the water heater). Consider instantaneous (tankless) water heaters first. Gas water heaters shall be sealed combustion type units.

2. For commercial gas water heaters (storage, instantaneous, boiler), purchase products that meet the following:

Product Type	Rate Input (Btu/h)	Thermal Efficiency <sup>a</sup>
Storage <sup>b</sup>	75,000 or greater	94% or greater
Instantaneous <sup>c</sup>	200,000 or greater	94% or greater
Hot Water Supply Boiler <sup>d</sup>	300,000 - 12,500,000	94% or greater

- a. Thermal efficiency is the ratio of heat transferred to water flowing through the water heater to the amount of energy consumed by the water heater as measured by the thermal efficiency test procedure contained in ANSI Z21.10.3-1998.
- b. A self-contained unit that heats and stores water within the appliance at thermostatically-controlled temperature for delivery upon demand.
- c. A water heater with an input rating of at least 4,000 British thermal unit per hour (Btu/h) of stored water.
- d. A packaged boiler with an input rating from 300,000 to 12,500,000 Btu/h (at least 4,000 Btu/h per gallon of water stored) and is intended for heating potable water.

Performance Goal: 100% of all water heaters

Performance Metric: Percent of total number water heaters purchased/installed.

### 6.34 Wood Products

1. Do not buy tropical rainforest woods or wood from endangered forests. This includes decorative wood applications and paneling. (LEED, Sust. Proc. Policy).
2. Seek FSC certified wood or HFHC wood from regional Northwest forests; or seek salvaged/reclaimed wood (LEED, Sust. Proc. Policy)
3. For composite wood or agrifiber products:
  - No added urea-formaldehyde (Toxic)
  - No MDI (methylene diphenyl diisocyanate) or TDI (toluene diisocyanate) (Toxic)
4. Wood finishes should meet SCAQMD Rule 1113 VOC limits and not contain MDI (methylene diphenyl diisocyanate) or TDI (toluene diisocyanate). (Toxic, Sust. Proc. Policy)

Performance Goal: No purchases of tropical wood or wood from endangered forests. No composite products with added urea-formaldehyde, MDI or TDI. 80% FSC or HFHC wood or salvaged/reclaimed wood.

Performance Metric: Percent of total number of wood product purchases.



# Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

## 7.0 Timeline

The Sustainable Purchasing Policy will be integrated as part of the on-going operations procedures for The Portland Building on September 1, 2011. If any purchasing practices change, the plan will be updated to reflect the new materials or methods. An annual review of the plan will be undertaken by Wendy Gibson, the Sustainable Building Coordinator, to evaluate whether additional incremental improvement opportunities should be investigated and subsequently implemented.

## 8.0 Definitions

ACEEE – American Council for an Energy-Efficient Economy

Agrifiber products – are made from agricultural fiber. Examples include particleboard, medium-density fiberboard (MDF), plywood, oriented-strand board (OSB), wheatboard, and strawboard.

Biobased Products – are commercial or industrial products (other than food or feed) that are composed in whole, or in significant part, of biological products, renewable agricultural materials (including plant, animal, and marine materials), or forestry materials. The USDA has established minimum biobased content standards for many product categories. A product or package must meet or exceed the minimum biobased content percentage in its given category in order to use the USDA Certified Biobased Product label.

BFR - brominated flame retardant.

CCCFL –Cold Cathode Compact Fluorescent Lamp

CCT (Correlated Color Temperature) - the absolute temperature of a blackbody whose chromaticity most nearly resembles that of the light source.

CEE – Consortium for Energy Efficiency

CFR - chlorinated flame retardant.

CRI (Color Rendering Index) - measure of the degree of color shift objects undergo when illuminated by the light source as compared with the color of those same objects when illuminated by a reference source, of comparable color temperature

CRI Green Label and Green Label Plus – are the Carpet and Rug Institute's (CRI) programs to verify low-VOC emitting carpet, carpet adhesives and carpet cushion.

EcoLogo – is an multi-attribute environmental standard and certification mark for products and services.

ENERGY STAR - is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy that sets energy efficiency standards for a variety of residential and commercial products and recognizes qualifying products through the ENERGY STAR label.



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

EPA CPG - The U.S. Environmental Protection Agency's Comprehensive Procurement Guidelines

EPA DfE – The U.S. Environmental Protection Agency's (EPA) Design for the Environment (DfE) Program reviews household and commercial products against stringent criteria for human and environmental health and works with manufacturers to formulate less-toxic products. Products that have successfully gone through the DfE program can display the DfE label.

EPEAT – is a registry for products that meet the IEEE 1680/1680.1 standards for environmentally preferable electronics.

FEMP – The Department of Energy (DOE) Federal Energy Management Program (FEMP) facilitates the Federal Government's implementation of sound, cost-effective energy management and investment practices to enhance the nation's energy security and environmental stewardship.

Floor Score – is a third-party indoor air quality certification and label for low-emitting, hard surface flooring products that meet California Section 01350 requirements.

FSC (Forest Stewardship Council) - The FSC sets forth principles, criteria, and standards that span economic, social, and environmental concerns in order to bring sustainable forestry into practice. The FSC product certification program is based on a chain-of-custody approach so end-users can verify that their forest products came from a forest that is managed according to FSC standards. For paper, the FSC certified products can include recycled content, which is verified according to FSC standards.

Green Seal – is a non-profit organization that develops life cycle-based sustainability standards for products, services and companies. Products and services that meet Green Seal standards display the Green Seal logo.

Greenguard - GREENGUARD Environmental Institute certifies products and materials for low chemical emissions.

Greenguard Indoor Air Quality Certified and Greenguard Children and Schools - a third-party certification label for low-emitting products. Greenguard Children and Schools meets California Section 01350 requirements.

GreenSpec – is a list of environmentally preferable products selected by editors at BuildingGreen, Inc.

HFHC (Healthy Forests Healthy Communities) – A forestry program of Sustainable Northwest. HFHC helps small businesses build capacity and develops market connections and for wood products made with a commitment to environment and community, allowing consumers to make a choice that makes a difference.



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

HVAC systems – are equipment, distribution systems, and terminals that provide the processes of heating, ventilating, or air-conditioning.

Integrated Pest Management (IPM) – is the coordinated use of knowledge about pests, the environment, and pest prevention and control methods to minimize pest infestation and damage by the most economical means while minimizing hazards to people, property, and the environment.

MERV (Minimum Efficiency Reporting Value) – is a filter rating established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE 52.2-1999, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size). MERV categories range from 1 (very low efficiency) to 16 (very high).

NEMA - National Electric Manufacturers Association

NEMA Premium Ballasts - A NEMA program to identify the industry's most efficient fluorescent fixed-output and dimmable electronic T8 ballasts. NEMA Standard BL 2-2007 is the threshold to qualify for designation as a NEMA Premium Ballast.

NPE (nonylphenol ethoxylate) - falls into the general chemical categories of alkylphenol ethoxylates (APEs), and are a type of non-ionic surfactant. Non-ionic surfactants, including NPEs, are used in a wide variety of applications including detergents, cleaners, degreasers, dry cleaning aids, petroleum dispersants, emulsifiers, wetting agents, adhesives, agrochemicals, including indoor pesticides, cosmetics, paper and textile processing formulations, prewash spotters, metalworking fluids, oilfield chemicals, paints and coatings, and dust control agents.

NSF International - While focusing on food, water, indoor air, and the environment, NSF develops national standards and provides third-party conformity assessment services. Products that have been verified by NSF to meet a particular standard may be NSF labeled.

OEM – original equipment manufacturer

PBDE - polybrominated diphenyl ethers are a family of chemicals with a common structure of a brominated diphenyl ether molecule which may have anywhere from one to ten bromine atoms attached. There are three types of commercial PBDE products, c-pentaBDE, c-octaBDE, and c-decaBDE, each contains a mixture of PBDE congeners. PBDEs are added to materials to reduce the risk of fires and to increase escape time when a fire occurs.

PFC (perfluorinated chemicals) - are synthetic chemicals primarily added to products for fire resistance and oil, stain, grease, and water repellency. For example, they are used to provide nonstick surfaces on cookware and waterproof, breathable membranes for clothing, and are used in many industry segments, including the aerospace, automotive, building/construction, chemical processing, electronics, semiconductors, and textile industries.

Postconsumer Material – is recycled from consumer waste.



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

SCS Indoor Advantage and Indoor Advantage Gold – a third-party indoor air quality certification for low-emitting furniture products. The more stringent Indoor Advantage Gold complies with California Section 01350 and applies to a wider range of products.

TCLP (Toxicity Characteristic Leaching Procedure) - An EPA protocol to determine the potential of specific wastes in a landfill to leach dangerous concentrations of toxic chemicals into groundwater. If the amount of a particular chemical released under test conditions exceeds regulatory limits, the waste qualifies as hazardous and must be handled according to regulations governing hazardous waste. Products that do not leach toxic materials at levels exceeding regulatory limits are termed TCLP-compliant.

UL Environment – for-profit organization that develops environmental standards for products, services, and companies, and provides associated certification services and recognition.

USDA – U.S. Department of Agriculture

Volatile Organic Compounds (VOCs) – are carbon compounds that participate in atmospheric photochemical reactions (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates, and ammonium carbonate). The compounds vaporize (become a gas) at normal room temperatures.

WaterSense - a U.S. Environmental Protection Agency program that sets water efficiency standards for a variety of residential and commercial products and recognizes qualifying products through the WaterSense label.



## Sustainable Purchasing Policy

The City of Portland, Office of Management & Finance  
LEED Existing Buildings Operations and Maintenance v2009  
The Portland Building

---

Postconsumer Recycled Content – is the percentage of material in a product that was consumer waste. The recycled material was generated by household, commercial, industrial, or institutional end-users and can no longer be used for its intended purpose. It includes returns of materials from the distribution chain.

Preconsumer Recycled Content – formerly known as postindustrial content, is the percentage of material in a product that is recycled from manufacturing waste. Examples include planer shavings, sawdust, bagasse, walnut shells, culls, trimmed materials, overissue publications, and obsolete inventories. Excluded are rework, regrind, or scrap materials capable of being reclaimed within the same process that generated them.

PVC – polyvinyl chloride

Rapidly Renewable Materials – are agricultural products, both fiber and animal, that take 10 years or less to grow or raise and can be harvested in a sustainable fashion.

Recycled content – is the proportion, by mass, of preconsumer or postconsumer recycled material in a product.

Refurbished Materials – are products that could have been disposed of as solid waste. These products have completed their life cycle as consumer items and are then refurbished for reuse without substantial alteration of their form. Refurbishing includes renovating, repairing, restoring, or generally improving the appearance, performance, quality, functionality, or value of a product.

Regionally Extracted Materials - are raw materials taken from within a 500-mile radius of the Portland Building.

Regionally Manufactured Materials – are assembled as finished products within a 500-mile radius of the Portland Building. Assembly does not include on-site assembly, erection, or installation of finished components.

Salvaged Materials or Reused Materials – are construction materials recovered from existing buildings or construction sites and reused.

SCAQMD (South Coast Air Quality Management District) – comprised of a number of cities in the greater Los Angeles area, has set numerous smog control, low-VOC regulations, including VOC limits for specific products.

SCS – Scientific Certification Systems, develops national standards and provides third-party conformity assessment services. Products that have been verified by SCS to meet a particular standard may be SCS labeled.



**CITY OF PORTLAND**  
**OFFICE OF MANAGEMENT AND FINANCE**

**Sam Adams, Mayor**  
**Jack D. Graham, Chief Administrative Officer**  
**Bryant Enge, Director, Bureau of Internal Business Services**

**Robert Kieta, Manager**  
**Facilities Services**  
1120 S.W. Fifth Avenue, Rm. 1204  
Portland, Oregon 97204-1912  
(503) 823-5288  
FAX (503) 823-6924  
TTY (503) 823-6868

**ADDENDUM NO. 1**

**Request for Proposal No. FAC021**

***A/E Services for The Portland Building Exterior Envelope  
Restoration Phase II Project***

**Proposals Due: March 6, 2012 by 4:00 p.m.**

To all Proposers of record:

This addendum is issued to clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFP documents on which the contract will be based. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal to remain in force. It is the responsibility of all Proposers to conform to this addendum.

ITEM	LOCATION	CHANGE
1.1	Part I, Section A.2.	Clarification: A comprehensive investigation of the exterior envelope was performed by McBride Architecture in 2008 which led to the development of proposed phases of restoration, including the current phase.  There is a not a report as a result of the investigation.
1.2.	Part I, Section B., 4.F.	Delete: Deliverables: Both hardcopy and electronic AutoCAD Copy of 100% complete bid ready Construction Documents (CDs) plans and specifications and cost estimate within six months from the approval to proceed.  Add: Deliverables: Both hardcopy and electronic AutoCAD Copy of 50%, 90%, and 100% complete Construction Documents (CDs) plans and specifications and cost estimate for review and bidding, within eight months from the approval to proceed.
1.3.	Part I, Section B., 4.J.	Delete: Bid Documents complete by : July 15, 2013  Add: Bid Documents complete by : February 15, 2013
1.4.	Part II, Section C.1.	The successful Proposer shall be responsible to be in compliance with the following before award of contract can be made:  Certification as an EEO Affirmative Action Employer; Non-Discrimination in Employee Benefits (Equal Benefits) Business License  If Proposer is in compliance with the above items at the time of submitting a proposal, include this information in the Cover Letter. It is not necessary for Proposer to be in compliance with the above items at time of submitting a Proposal, but the items are still REQUIRED at time of contract.

*An Equal Opportunity Employer*

*To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably*

1.5	Exhibit A, Form 1, PTE First Tier Subconsultant Disclosure Form	Delete the attached Subconsultant Disclosure Statement and FORM 1. Replace with the new forms posted with this addendum. The new forms are REQUIRED for Proposals to be considered complete.
-----	--------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**END OF ADDENDUM**

*Diane Seaton, CPPO, CPPB*  
Contracts Administrator

**EXHIBIT A**  
**CITY OF PORTLAND**  
**PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES**  
**SUBCONSULTANT DISCLOSURE FORM**

---

**CITY PTE DISCLOSURE REQUIREMENTS**

The City's disclosure program was adopted to document the use of subconsultants on City projects whose projected value exceeds \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal (RFP) QBS/RFP requires submission by the Proposer of their expected subconsultants. The Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information and Employer Identification Number (EIN or FED ID#)
- 2) State of Oregon M/W/ESB designation  
*(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://eqov.oregon.gov/DCBS/OMWESB/index.shtml>)*
- 3) The proposed scope or category of work that the subconsultant will be performing
- 4) The estimated amount listed as a percentage of the total potential contract amount

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

**ATTACHMENTS:**    Form 1: City of Portland PTE Subconsultant Disclosure Form

**CITY OF PORTLAND  
PTE SUBCONSULTANT DISCLOSURE FORM  
(FORM 1)**

Proposers are required to disclose information about subconsultants when the cost of the Professional, Technical and Expert (PTE) services provided may be greater than \$100,000. The Proposer must disclose the information in the table below about such subconsultants.

Enter the expected dollar value for each subconsultant as a percentage of the Total Potential Contract Value. (NOT acceptable to use > or < symbols).

**Proposer Name:** \_\_\_\_\_ **Solicitation (QBS/RFP) Number** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

<b>SUBCONSULTANT INFORMATION (Please Print)</b>	<b>M/W/ESB</b>	<b>SCOPE/TYPE OF WORK</b>	<b>Estimated Percentage of Total Contract</b>
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			%
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			%
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			%
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			%
Firm Legal Name: Phone #: Email: Fax#: <b>FED ID OR EIN # (No SS#):</b>			%

# PRE-SUBMITTAL MEETING SIGN UP SHEET

Date: February 21, 2012

Project Name: A/E Services for The Portland Building Exterior Envelope Restoration Phase II project

RFP No. FAC021

Project Manager: Dale Cook, 503-823-5060

NAME	FIRM	ADDRESS	PHONE NO.	PRIME/SUB	MWE
ROGER HERNDON	YOST GROBE HALL	1211 SW 5TH AVE SUITE 2700 PDX	503.221.0150	PRIME	
Lynn Parsons	Morrison Hershfield	900 SW Macadam Ave. #500 Portland 97239	503-816-8888	Prime	
Jonny Winterrowd	Yost Grobe Hall Architectural PC	1211 SW 5th Ave, Suite 2700 Portland OR 97204	503 221 0150	PRIME	N/A
Galen Ohmart	GOLFARC & AF	319 SW Washington St #311 Portland	503-223-5253	Prime	
Spencer Bugbey	BALZHISER & HUBBARD ENG.	180 W 13TH AVE EUG., OR / LAKE OSWEGO	541-686-8478	SUB SCANNING	
DAVID WOLFF	THE FACADE GROUP	707 SW Washington #1000 PDX 97205	503 243 2556	?	
BIM HART	CHARLETON HART ARCHITECTURE	322 NW 8TH AVE PDX OR 97209	503-206-3180	? ?	NBE

# PRE-SUBMITTAL MEETING SIGN UP SHEET

Date: February 21, 2012

Project Name: A/E Services for The Portland Building Exterior Envelope Restoration Phase II project

RFP No. FAC021

Project Manager: Dale Cook, 503-823-5060

NAME	FIRM	ADDRESS	PHONE NO.	PRIME/SUB	MWE
ANDY JACOBSON	WILSON ASSOCIATES	204 E. 15th ST. YONKONER, WA 98063	360 696 4722	Prime	NO
RICHARD McBRIDE	McBRIDE ARCHITECTURE	3630 NE 32ND PL. PORTLAND, OR 97212	503 916 1808	PRIME	NO
Maya Foley	Architectural Resources Group	121 SW Salmon St. Portland, OR 97204	503-471-1470		NO
Erin Anderson	WTE	6645 NE 78th Ct, Suite C6 Portland, OR 97218	503-227-1277	Prime/Sub	NO
Eric Hoff	Western Architectural	1000 SW Greenbush PA Ste 750 Portland OR 97205	503 297 0605	Prime/Sub	Yes
Ted Grund	MCA Architects	813 N.W. Alder Suite 200 Portland OR 97205	503-226-0622	"	NO
MELISSA MITCHELL	WESTERN ARCHITECTURAL	10200 SW GREENBUSH RD. #750 PORTLAND, OR 97223	503.297.0605	PRIME/SUB	YES - ESB

# PRE-SUBMITTAL MEETING SIGN UP SHEET

Date: February 21, 2012

Project Name: A/E Services for The Portland Building Exterior Envelope Restoration Phase II project

RFP No. FAC021

Project Manager: Dale Cook, 503-823-5060

NAME	FIRM	ADDRESS	PHONE NO.	PRIME/SUB	MWE
John Buntzel	Yett Architecture	1211 SW 5th Ave Suite 2700 Portland, OR 97204	503-221-0150	PRIME	NO
CHAD SCHNEIDERMAN	TURNER CONSTRUCTION COMPANY	1200 NW NAITO PKWY #300 PORTLAND, OR 97209	503-984-1828	PRIME	NO
ANDY VOSPEL	FORANSLIC	1200 NW NAITO PARKWAY #200 PORTLAND, OR	(503) 772-1114		
Peter Meijer	PMA	<del>710 NE 21st Ave</del> 710 NE 21st Ave Suite 200	503 517 0283		ESB
Kate Kearney	Peter Meyer Architect-PC				↓
Erica Ceder	FFA Architecture	520 SW Yamhill Suite 900 97204	503-222-1661	PRIME	NO
Eric A. Wilcox	FFA ARCHITECTURE	520 S.W. YAMHILL #900 PORTLAND 97204	503-222-1661	PRIME	NO





**CITY OF PORTLAND**  
**OFFICE OF MANAGEMENT AND FINANCE**

**Sam Adams, Mayor**  
**Jack D. Graham, Chief Administrative Officer**  
**Bryant Enge, Director, Bureau of Internal Business Services**

**Robert Kieta, Manager**  
**Facilities Services**  
1120 S.W. Fifth Avenue, Rm. 1204  
Portland, Oregon 97204-1912  
(503) 823-5288  
FAX (503) 823-6924  
TTY (503) 823-6868

**ADDENDUM NO. 2**

**Request for Proposal No. FAC021**

***A/E Services for The Portland Building Exterior Envelope  
Restoration Phase II Project***

**Proposals Due: March 6, 2012 by 4:00 p.m.**

To all Proposers of record:

This addendum is issued to clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFP documents on which the contract will be based. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal to remain in force. It is the responsibility of all Proposers to conform to this addendum.

ITEM	LOCATION	CHANGE
2.1	Part 1, Section A.2.	<p>Q: Part 1, Section A.2 states that the Phase 1 of the restoration included "replacing all wall assembly materials", yet the Scope of Work defined in Part 1, Section A.3 is far more limited to window replacement, curtainwall replacement, grout removal and replacement, and 14th floor roof membrane system replacement.</p> <ul style="list-style-type: none"><li>○ Why has the comprehensive wall assembly material replacement been removed from the scope of repair?</li><li>○ Is there investigative data that indicates that the existing wall assemblies are performing adequately, thus supporting leaving the existing assemblies in place?</li></ul> <p>A: Phase 1 work included replacement of base flashings at 2<sup>nd</sup> and 3<sup>rd</sup> floors, stucco repair at loggia, level 2 and level 3 roof replacement. Level 14 roof replacement and penthouse stucco replacement work scheduled for summer of 2012. Replacing all wall assembly materials was a reference to the penthouse work only.</p>
2.2	Part 1, Section A.2.	<p>Q: Who is performing Phase I of the work?</p> <p>A: McBride Architecture.</p>
2.3	Part 1, Section A.3.	<p>Q: The 2006 Forensic report indicates widespread sealant failure, widespread sheet metal flashing deficiencies, water intrusion within the wall assemblies, improper material used as the weather-resistive barrier.</p> <ul style="list-style-type: none"><li>○ Do the Scope of Work items "Removal of existing cement-based grout from between ceramic tiles" and "Cleaning and re-sealing of exterior" intend for 100% sealant removal and replacement?</li></ul> <p>A: The scope of work will include prioritizing options to ensure a water-tight building envelope within budgetary constraints.</p>

*An Equal Opportunity Employer*

*To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably*

2.4	Part 1, Section A.3.	<p>Q: How are the documented sheet metal flashing deficiencies and sources of water intrusion being addressed with this Scope of Work?</p> <ul style="list-style-type: none"> <li>○ If the intended Scope of Work excludes the comprehensive replacement of the exterior wall assemblies and sheet metal flashings, how will the Consultants' and the Contractor's liability be limited only to the targeted areas of work?</li> </ul> <p>A: Scope of work may or may not include comprehensive replacement of the exterior wall assemblies and sheet metal flashings.</p>
2.5	Part 1, Section A.3.	<p>Q: Could you accurately describe our scope of work?</p> <p>A: Scope of work is described in the QBS, Part 1, Section A, 3. Scope of Work.</p>
2.6	Part 1, Section A.3.	<p>Q: Can we use our team members experience to address any of the areas where that experience applies in Paragraph 3?</p> <p>A: No.</p>

**END OF ADDENDUM**

*Diane Seaton, CPPO, CPPB*  
*Contracts Administrator*