

**City of Portland RFP 110970 - Ecoroofs**  
**Sustainable Procurement Specifications Excerpt**  
**April 13, 2010**

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See attached copy of the original Request for Proposals and Addendum.

# PART I PROPOSAL REQUIREMENTS

## PART I SECTION A GENERAL INFORMATION

**1. BACKGROUND:** An ecoroof is a light weight roofing system composed of a thin layer of soil and vegetation that is as self-sustaining as possible. BES promotes the use of ecoroofs to reduce the flow and volume of stormwater from Portland rooftops. You can learn more information about the City's Ecoroof program at [www.portlandonline.com/bes/ecoroof](http://www.portlandonline.com/bes/ecoroof).

In November 2008, the Grey to Green (G2G) Initiative was announced, which provided funding to expand watershed protection and enhancement projects over five years. The City's ecoroof program is one of the programs under G2G, targeting 43 acres of additional ecoroof space by 2013. The G2G ecoroof program includes an incentive program that offers up to \$5 per square foot of ecoroof installed on any eligible roof in the City of Portland. In addition, goals of the program include Citywide sustainable development as it relates to livability, equity, and job creation. The goals of this contract are to increase the area of ecoroof in the city, to expand the ecoroof green job sector in Portland, and to maximize the utilization of minority, women, and emerging small businesses.

**2. SCOPE OF WORK:** The City of Portland, Procurement Services is seeking proposals on behalf of the Bureau of Environmental Services from qualified firms, contractors, companies, or teams of consultants with demonstrated experience in designing and constructing ecoroofs, and proposes to engage the successful Proposer for the following services: identify ecoroof opportunities and to provide labor, equipment, and materials to develop, design, and construct ecoroof projects in the City of Portland.

The objectives of the Contract are to maximize the quantity and quality of ecoroofs through the competitive process and to provide M/W/ESB firms and/or minority residents with knowledge and skills needed to pursue a career in the ecoroof or other area of the green job industry.

The Contractor will be expected to enter into a not-to-exceed Ecoroof Services Contract with the City (reference Exhibit A). The Ecoroof Services Contract differs from the G2G Ecoroof Incentive Program by contracting directly with a local firm or team of firms to identify, design, and construct ecoroof projects.

**3. PROPOSAL INVITATION:** This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. This RFP is for the City of Portland, Bureau of Environmental Services as identified herein in accordance with the requirements and provisions herein.

The Bureau of Environmental Services (BES) has a strong preference to fund large commercial, industrial, or institutional ecoroofs which shall include those projects over 20,000 square feet. Ecoroofs that are readily visible are also preferred. The ecoroofs may be installed on either existing or new construction.

BES expects that the ecoroofs will be constructed within two years of the contract going into effect. At BES's discretion, the contract may be extended for up to one year so that projects that are in construction can be completed.

**4. PROJECT FUNDING:** The total maximum contract amount is \$160,000

<b>PART I SECTION B WORK REQUIREMENTS</b>
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**1. TECHNICAL OR REQUIRED SERVICES:** The selected contractor will perform the tasks listed below for this project. The Contractor shall be expected to work closely with designated City of Portland BES personnel to accomplish the goals and perform the tasks as listed below:

- A.** Identify a building(s) which can be retrofitted with an ecoroof, and/or identify project(s) where a new building can be constructed with an ecoroof. BES' strong preference is for larger ecoroofs (over 20,000 square feet), on commercial, industrial, or institutional buildings. Ecoroofs that are readily visible to the public are also preferred. The following are not eligible for funding under this contract: City of Portland facilities; single family residential; intensive roofs; roof gardens and rooftop vegetable gardens; buildings which receive a Floor Area Ratio Bonus; and ecoroofs which are already planned and/or in construction.
- B.** For an existing building ensure it can hold the additional weight of an ecoroof.
- C.** At the Contractor's discretion, provide an incentive to the building owner of up to \$5 per square foot of ecoroof.
- D.** Obtain the building owner's conditional approval of the ecoroof project in writing.
- E.** Provide a description of proposed projects to BES for approval. The description must include at a minimum the building owner's name, contact information, and written approval of the project; proof the building can hold the additional weight of the ecoroof; the address of the building; the overall measurement of the roof; the measurement of the proposed ecoroof; the type of building (commercial, industrial, institutional); photos of existing building and roof; schematic or concept drawings; design cross section(s); overall cost estimate of ecoroof, and any other pertinent information regarding the ecoroof.
- F.** Upon receiving a written Notice to Proceed from BES, develop all construction documents necessary for the construction of the ecoroof(s).
- G.** Provide detailed cost estimates of all labor and materials necessary to construct the ecoroof(s).
- H.** Obtain all necessary permits.
- I.** Construct the ecoroof in accordance with all City permit requirements and within the conditions of this contract.
- J.** Arrange for an inspection of the ecoroof with the BES Project Manager and other staff identified by BES and the building owner. (This inspection is in addition to any permit required inspections.)
- K.** Provide a final report for each ecoroof project. The final report will include before and after photos, final as-built drawings, soil specifications, specifications for the waterproof membrane, drainage, and other materials; a design cross section of the ecoroof; the Planting Plan; the Irrigation Plan; and the Operation and Maintenance Plan. BES and the Contractor may jointly develop a final report template.
- L.** Develop and provide an operations and maintenance plan to the building owner.
- M.** Provide written instruction to the building owner that they must not make significant changes to the ecoroof without first obtaining a written agreement from BES for the changes.
- N.** Convey the long-term responsibility for maintenance of the ecoroof to the building owner.
- O.** Obtain the building owner's written agreement to maintain the ecoroof over the long-term and to not make substantial changes to the ecoroof without first contacting the City of Portland. See Exhibit B, Long-Term Maintenance Agreement.

**2. WORK PERFORMED BY THE CITY:** The Bureau shall make available sufficient staff as necessary to meet with the contractor and provide information as required. The Bureau of Environmental Services has assigned a project manager who will oversee the work and provide support as needed.

Other specific duties the City will perform include:

- Review ecoroof design, construction documents, and cost estimates for approval on all proposed projects.
- Provide written Notice to Proceed on each approved project.

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- Visit all completed projects and do a final inspection of all projects to ensure completeness.
- Provide payment to Contractor for each project which has passed final inspection and approval.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information and trade secret safeguards if appropriate to City work.

**3. DELIVERABLES:** Deliverables shall be considered those tangible resulting work products which are to be delivered to the Bureau of Environmental Services such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Deliverables and schedule for each ecoroof constructed shall include:

- A. Description of the proposed project and design to be approved by BES including the site address, building owner, occupant (if different from the owner), and all other requirements listed in Technical and Required Services above.
- B. Construction documents that must clearly show and identify all components of the ecoroof including but not limited to: the waterproof membrane, soil type and depth, species of vegetation, and other components. A cross section of the ecoroof design must be provided.
- C. Bi-Weekly progress report, to the BES Project Manager, by email.
- D. Notify BES of any changes to the design or function of the facility. Written approval must be obtained from BES first if the changes would impact the stormwater management function of the facility.
- E. Arrange an ecoroof final inspection to be performed by BES Project Manager and others identified by BES and the building owner. This inspection is in addition to and prior to inspections required by permit
- F. Provide a final report for each ecoroof project. The final report will include before and after photos; final as-built drawings; soil specifications; specifications of the waterproof membrane, drainage and other materials; a cross section of the ecoroof; the Planting Plan; the Irrigation Plan; and the Operation and Maintenance Plan. BES and the successful proposer may jointly develop a final report template.

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

**4. SCHEDULE:** The chosen Contractor will make every attempt to complete all construction within two years of signing the Contract. If projects cannot be completed within two years of signing the Contract, the Contractor will notify the BES Project Manager sixty (60) days prior to the termination of the Contract. The Contractor and BES Project Manager will jointly develop a scope of work and schedule to complete the remaining work in a timely manner.

**5. PLACE OF PERFORMANCE:** Contract performance will take place primarily at the Proposer's facility and the property that has been selected for an ecoroof. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

**6. PERIOD OF PERFORMANCE:** The City anticipates having the selected contractor begin work immediately upon contract execution. The term of the contract is two years with an option for a third year if needed to complete projects that are in construction.

**7. INSURANCE – PROOF OF COVERAGE:** Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

### Commercial General Liability Insurance – Public Liability and Property Damage

The contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the contractor's work under this contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. 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.

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The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the contractor shall provide a new policy with the same terms. The contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract.

### Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

### Workers' Compensation

Prior to the performance of any work under a contract awarded by the City, the contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the contract.

### Professional Liability Insurance

Professional Liability Insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by negligent acts, errors or omissions related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

### Certificate of Insurance

As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause. The insurance certificate must include the following text:

"The City of Portland, Oregon, Its Officers, Agents, and Employees are named as Additional Insured."

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will 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.

**8. PUBLIC SAFETY:** Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without little advance notice. The contractor shall anticipate delays in such places and include the cost of delay in the costs in its proposal. The contractor'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 contractor'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.

## **PART I SECTION C ATTACHMENTS**

### **1. Exhibit A - SAMPLE SERVICES CONTRACT**

The sample services contract, shown as Exhibit A with its Attachment A, is the City's standard contract for these services and will be used as a result of this selection process. Any deviations from this contract shall be clearly identified in the proposal.

## PART II PROPOSAL DEVELOPMENT

### PART II SECTION A PROPOSAL PREPARATION

- 1. PRE-PROPOSAL MEETING:** There will be an optional pre-proposal meeting for this project. It will be held April 29, 2010 at the Multnomah Building, 501 SE Hawthorne Boulevard, Portland, OR, Fourth Floor, Oak Room from 1:30 pm to 3:30 pm. There is an ecoroof on the Multnomah Building that we will visit during this pre-proposal meeting.
- 2. INVESTIGATION:** The Offeror shall make all investigations necessary to inform itself regarding the work or services to be furnished
- 3. QUESTIONS OR CLARIFICATIONS:** It shall be the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, Procurement Services if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the proposer receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, respondents are advised that any questions received fewer than ten (10) calendar days prior to the RFP opening date may not be answered.

Denice Henshaw, CPPB  
Procurement Services  
1120 SW Fifth Avenue, Room 750  
Portland, Oregon 97204  
denice.henshaw@ci.portland.or.us

Phone: (503) 823-2299  
Fax: (503) 865-3403

If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the respondents, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, shall be binding upon the respondent. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract.

- 4. CONTRACT REVIEW:** The Services Contract as attached hereto contains the terms and conditions that will govern this Contract between the City of Portland and the successful proposer. The City of Portland is not inclined to negotiate any portion of this contract, however, if a proposer believes any of the terms and conditions contained in the City's contract are unnecessarily restrictive, limit competition, or would like to request that specific terms and conditions contained in the contract document be considered for negotiation, they shall submit a written request for negotiation to the City at least seven (7) working days prior to the proposal due date as indicated above.

The request shall identify the specific provision the proposer would like to negotiate, an explanation of why the proposer believes the provision should be a negotiable provision, and the suggested revised language. Requests that are not submitted in this format may not be considered. **Requests that state the entire contract be negotiated will not be considered.** If the City decides that a contract term can be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of its standard contract terms.

THIS WILL BE THE OFFEROR'S ONLY OPPORTUNITY TO TAKE EXCEPTION TO ANY OF THE TERMS AND CONDITIONS CONTAINED WITHIN THE CONTRACT AND TO REQUEST THE NEGOTIATION OF PROVISIONS CONTAINED IN THE CONTRACT. **ANY PROPOSAL WHICH TAKES EXCEPTION TO TERMS AND CONDITIONS OF THE SAMPLE CONTRACT THAT HAVE NOT BE IDENTIFIED BY ADDENDUM AS SUBJECT TO NEGOTIATION OR WHICH MAKES THE PROPOSAL CONTINGENT UPON ACCEPTANCE OR NEGOTIATION OF OTHER TERMS AND CONDITIONS SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL SHALL BE REJECTED.**

**5. PERMITS AND LICENSES:** The successful proposer shall include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the contract.

**6. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING:** The respondent agrees to extend identical prices and services under the same terms and conditions to all public agencies. Requirements stated herein reflect the City of Portland usage only.

A public agency wishing to utilize like services will execute its own contract with the awarded contractor for its requirements. The successful contractor shall provide quarterly usage reporting of the City of Portland as well as that of other public agencies to the City of Portland, Procurement Services. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

**7. CHANGES TO THIS RFP:** The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

**PART II SECTION B PROPOSAL SUBMISSION**

**1. PROPOSALS DUE:** By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Sealed proposals must be received in this office no later than the date shown on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the proposer. Responses received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

**2. PROPOSAL:** Proposals must be clear, succinct and not exceed **twenty (20)** pages, excluding Cover Letter and required attachments (see Part II, Section B.5.C). For Proposals that contain more than the page limit indicated, the first twenty (20) pages are used for evaluation; the additional pages of the proposal may not be 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 encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy 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, and 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 firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

**3. PROPOSAL SUBMISSION:** Security and confidentiality of the transmitted data: For purposes of this proposal submission, one (1) complete original printed copy of the proposal shall be submitted along with six (6) copies. The entire proposal shall be received at the place and on or before the time and date specified on the first page of the proposal document.

**4. CONFLICT OF INTEREST:** A respondent submitting a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP, 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 respondent of the same request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

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

**5.A. COVER LETTER:** By submitting a response, the proposer is accepting the Proposal Terms and Conditions of this Request for Proposal (reference second page of the RFP).

The Cover Letter must state the name of the person(s) authorized to represent the offeror in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

## 5.B. CONSIDERATION / PROPOSED COST

**CONSIDERATION:** The proposal shall include the Contractor's true estimated cost or fixed price estimate for the proposed project approach and shall take into account the City's anticipated funding for the project. Costs shall not exceed, but may be less than funding available (see below, Proposed Cost). Additionally, this cost shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task.

**PROPOSED COST:** The total maximum contract amount is \$160,000. Of the total contract amount, \$10,000 is reserved for program development, support, marketing, and advertising. The remaining contract amount will be based on the area of ecoroof the Proposer states they will construct multiplied by \$5 per square foot. For example, if the Proposer proposes to construct 30,000 square feet of ecoroof, then the contract amount will be \$150,000 plus \$10,000 for the administrative expenses listed above.

(Area of ecoroof to be constructed) x (\$5 per square foot) + \$10,000 = total contract amount

1. The proposal shall clearly identify the total area of ecoroof the Proposer wishes to construct.
2. The Contractor may use part of the funds to offer building owners an incentive. The proposal shall state the incentive, if any, the Proposer will offer to building owners.
3. The proposal shall list all staff that will work on the project, provide their hourly wage, and state the type of work (e.g. marketing, design, roofing, etc.) for each staff member.
4. The Contractor will be reimbursed at \$5 per square foot only for ecoroofs that are constructed.
5. The Contractor will be paid, up to \$10,000, for program development, support, marketing, or advertising, based on time and material costs spent, if any.

## 5.C. PROJECT TEAM / PROPOSER'S CAPABILITIES

**PROJECT TEAM:** The Proposer shall describe, in detail, the Project Team's experience with ecoroofs. The Prime Company must have experience with ecoroofs. The Prime Company will be the firm which will oversee the entire project. A key team member is a staff person who has primary responsibility for a major component of the work. A non-key team member is a staff person who works on the project but does not have responsibility for a major component of work. It is preferable, but not required, that subcontractors and non-key team members have experience with ecoroofs.

1. Clearly identify the Prime Company and subcontractors (if any)
2. Describe the Prime Company's qualifications and experience with ecoroofs. Describe the Prime Company's experience identifying, designing, permitting, and/or constructing ecoroofs. Describe the ecoroof project(s) and provide detailed information about the role and responsibilities of the Prime Company on each project.
3. Describe, in detail, the subcontractor's qualifications and experience with ecoroofs. If a subcontractor does not have prior ecoroof experience, describe their experience with related work.
4. Provide materials (e.g. photos, final reports, designs, etc.) from ecoroof project(s) that the firm(s) have worked on and/or completed. There is no page limit and these materials will not count toward the overall page limitation.
5. Describe the Prime Company's and subcontractor's roles and responsibilities will be on this project.

## TEAM MEMBERS:

1. Provide the names and titles of key team members including but not limited to the project principal, project manager, any key team members who are subcontractors, and any other key team members.

2. Describe the individual key team member's qualifications and relevant experience identifying, designing projects, permitting, and/or constructing ecoroofs.
3. Describe the role of each key team member on this project.
4. Provide key team members' resumes that demonstrate that the individual(s) meets the qualification and experience requirement for performing the work outlined in Part I Section B, WORK REQUIREMENTS. (Resumes do not count in the overall page limitation.)

**PROPOSER'S CAPABILITIES:** The Proposer shall provide information relating to the Prime Company's and subcontractor's, if any, capabilities and resources in relation to identifying projects and designing, permitting, and constructing ecoroofs.

1. List key team members' current assignment and locations and provide the percentage of time each key team member will be devoted to this project.
2. Describe communication within the team and with BES. This is especially important if a team of firms is assembled for this contract.
3. Describe the Prime Company's internal procedures or approach to controlling costs.
4. Describe the Project Team's resources (e.g. equipment, vehicles, etc.) available to perform the work for the duration of the project.
5. For subcontractors and/or team members that do not have ecoroof experience, describe how they will get the training and/or education needed to successfully work on ecoroofs

**5.D. PROJECT APPROACH AND UNDERSTANDING:** The Proposer will illustrate their firm's capacity to identify, design, and construct ecoroof projects in the following steps. Note: BES has a strong preference for large commercial, industrial, or institutional ecoroofs. Ecoroofs that are readily visible by the public are also preferred.

1. The Proposer shall describe the overall program. Include a description of:
  - How potential projects will be identified
  - How information about the program will be communicated with building owners, building occupants, facility managers, or others responsible for the building
  - How the program may be advertised
  - How the contractor will select projects
2. The Proposer will describe how they will address design elements of projects. Include a description of:
  - How the buildings' structural capacity will be assessed (for existing construction)
  - Anticipated design timeline
  - Procedures for assuring design quality assurance/quality control
3. The Proposer will describe how they will construct projects. Include a description of:
  - The equipment needed for construction and how it will be obtained
  - The materials needed and how they will be obtained
  - Anticipated construction timeline and schedule
  - Internal procedures for construction quality assurance/quality control
4. The following limitations apply:
  - Proposers cannot apply for additional funding through Grey to Green Ecoroof Incentive Programs for ecoroofs funded under this contract.
  - The following are not eligible for funding under this contract: City of Portland facilities, intensive

roofs, roof gardens, and rooftop vegetable gardens, buildings which receive a Floor Area Ratio Bonus; single family residential, and ecoroof projects which are already planned and/or in construction.

- Roof paving, such as decks and walkways, covering greater than 10% of the total ecoroof area will not be compensated.

**5.E. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS:** The City values diversity in its workforce and in the workforce of those who contract with the City and has a significant interest in extending contracting opportunities to Minority, Women, and Emerging Small Businesses (M/W/ESB) at both a prime and subcontracting level. The City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City contracts. BES strongly desires and encourages diversity in this contract.

The proposer shall describe their M/W/ESB approach. Include a description of:

- On the job training and/or mentoring that will enable M/W/ESB firms and/or minority individuals to pursue work in the ecoroof or other green job industry.

The City recognizes that there are several ways to meet this goal. The list below is provided as a catalyst to generate ideas on how proposers may meet this goal:

- Internal work force, Equal Employment Opportunity, technical training and mentoring;
- Emphasize the way this project will provide developmental opportunities and sustainable business growth for certified M/W/ESB;
- Point to a long-term history of strategic alliances and partnership with M/W/ESBs that will be used to perform a commercially useful function on this project;
- Placing a particular emphasis on a project-specific partnership with M/W/ESBs;
- Carving out a meaningful scope of work based on the expertise of their M/W/ESB partner firm(s).

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All proposers responding to this solicitation shall address the following factors:

1. MBE, WBE & ESB Certification
2. Indicate if your firm is currently certified through the State of Oregon as an MBE, WBE or ESB. If no, what percentage of the project will be subcontracted out to M/W/ESBs?
3. EEO & Workforce Diversity
  - Describe how your firm has historically provided opportunities for minorities and women to receive training and work within your firm.
  - Describe your existing relationships with M/W/ESB firms including a description of your supplier diversity program.
  - If your company currently has under representation of minorities or women within your current workforce, describe how over time you propose to remedy the underutilization.
  - Discuss any project-specific opportunities for technical training and/or employment of underrepresented groups you would commit to. Are there other outreach (through local schools or community-based organizations) that you consider to be viable in light of the size and scope of this project? What resources might your firm address to such needs?

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The City expects thoughtful consideration to be given to which EEO/Diversity and M/W/ESB program components make sense to individual proposers on this particular project.

1. Provide a narrative description of the company's experience in promoting participation on the part of Minority-owned, Women-owned and Emerging Small Business (M/W/ESB) enterprises as partners, consultants or suppliers on previous projects.
2. Include a description of your firm's supplier diversity program:
  - How long has it been in existence and what were the driving factors for establishing the program?
  - What results has it had to increase your company's M/W/ESB participation?
  - Who is the individual responsible for your company's M/W/ESB initiative? Provide their experience with the M/W/ESB community.
3. Discuss any innovative or particularly successful measures that your firm has undertaken to work with M/W/ESB firms on other projects.
4. Include a list of those certified M/W/ESB firms with which your firm has had a contractual relationship during the last twelve (12) months.
5. Describe your diversity solution where you, as the prime contractor, sub-contract services in a partnering relationship with a certified M/W/ESB firm:
  - How do the M/W/ESB(s) that you partner with benefit from the relationship with your firm?
  - Describe what you consider your first-tier diversity solution where you utilize a certified M/W/ESB firm as the prime contractor and your company works as an alliance partner.
  - How do you evaluate the credentials of your M/W/ESB suppliers?
  - Describe how your firm could increase the utilization of certified M/W/ESB firms in service of the City contract if you are the winning proposer?

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**Describe your outreach plan to M/W/ESBs for this project.**

If your firm is not utilizing existing relationships as described above or is able to undertake additional outreach to improve opportunities for minority, women, and emerging small business, describe your outreach program or plan for obtaining maximum utilization of M/W/ESB firms on this project. Proposers not drawing on existing relationships with M/W/ESB firms should describe what outreach efforts will be pursued in order to make contracting opportunities available to M/W/ESBs.

A suggested set of possible actions is listed below but firms may propose their own plan to make subcontracting opportunities available to M/W/ESBs:

- identify probable subcontracting opportunities by type of work, potential size of subcontract, etc.,
- advertising in the *Daily Journal of Commerce, Skanner, Oregonian, Observer, El Hispanic News, Just Out, Asian Reporter*, and/or other trade publications to notify potential M/W/ESBs and other diverse groups of contracting opportunities;
- Utilizing certified M/W/ESB firms from the State of Oregon certification list, or other source, as a basis for direct outreach in likely subcontracting areas.
- Meeting with potential M/W/ESB subcontractors in order to encourage collaboration and partnering.
- Documenting proposals received from M/W/ESB firms and identify proposal(s) accepted and reasons for rejection of such proposals, if and proposals are rejected.
- Providing mentoring, technical or other business development services to M/W/ESB team members.
- Initiating other efforts as might be useful for this particular project.

\*\*\*\*\*

**M/W/ESB COMPLIANCE AND REPORTING**

If your company will be utilizing M/W/ESBs on this project, please list those firms and detail their role within the present solicitation. The City will enforce all EEO/Diversity and M/W/ESB commitments submitted by the successful proposer. All proposers shall identify the following:

- The name of ALL subcontractors on the project;
- The names of all MBE, WBE and ESB firms. If firms have more than one certification (ESB and MBE) note that on the form; and
- The proposed scope or category of work for each subcontract
- If the proposer will not be using any subcontractors, the proposer will indicate "NONE" with the proposal.

**6. WITHDRAWAL, MODIFICATION, OR ALTERATION OF PROPOSAL:** Prior to the RFP opening, changes may be made provided the change is initialed by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

## PART III PROPOSAL EVALUATION

<b>PART III SECTION A PROPOSAL REVIEW AND SELECTION</b>
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1. **EVALUATION SCORING:** Each proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

Criteria		Maximum Score
A.	Cover Letter	Ø
B.	Consideration/ Proposed Cost	15
C.	Project Team /Proposer's Capabilities	25
D.	Project Approach and Understanding	30
E.	Diversity in Employment and Contracting	30
TOTAL		100

2. **PROPOSAL REVIEW:** A selection review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the Committee members will evaluate each proposal based upon the criteria listed above. In order to assist the evaluation committee, they may seek outside expertise, including but not limited to technical advisors. The City has the right to reject any or all proposals for good cause, in the public interest.

The Contractor shall be selected by the following process:

- A. A contractor evaluation committee will be appointed to evaluate submitted proposals.
- B. The committee will score the proposals according to the criteria, based on the information submitted.
- C. The committee will require a minimum of 20 working days to evaluate and rank the proposals.
- D. A short list of proposers may be selected for oral interviews if deemed necessary.
- E. If oral interviews are determined to be necessary, the initial scoring will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the oral interviews.
- F. Negotiations will follow with the selected contractor, and if successful, the Contractor and City will enter into a services contract for the work.

3. **CLARIFYING PROPOSAL DURING EVALUATION PERIOD:** During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contractor contract.

4. **PROPOSALS ARE PUBLIC RECORDS:** All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4).

If a request to inspect the proposal is made, the City will notify the proposer of the request. 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 Proposers records.

**5. LOCAL CONTRACTING:** The City prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

**6. AWARD REVIEW AND PROTEST PROCEDURE:** ORS 279B.060(5)(a) provides: "Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all Proposers as part of the contracting agency's public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued."

**REVIEW:** Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Proposers shall designate information they consider exempt or conditionally exempt from disclosure by stamping the word "Confidential" on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

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, subject to the City's authority to withhold documents, as stated above.

**PROTESTS:** Proposers are permitted to challenge the City's decision to exclude the Proposer from the next step in the evaluation process and/or to award a contract. Depending on the nature of the protest, Proposers may wish to review Portland City Code (PCC) 5.33.720, 5.33.730, and 5.33.740 regarding protest procedures, all of which may be found online at the City Auditor's website.

The Procurement Services shall post a Notice of Intent to Award to the successful Proposer. The Notice of Intent to Award shall be posted both on the Bureau's Internet Web Page and in the Procurement Services office location at 1120 SW 5<sup>th</sup> Avenue, Room 750, Portland, Oregon 97204.

A Proposer who is adversely affected or aggrieved by the award of contract or evaluation decision shall have seven (7) days after the issuance of the "Notice" to file a protest. The contents to be included in the protest are found in PCC 5.33.740. A protest is not valid if the Proposer would not be eligible to be awarded a contract if its protest were upheld. The Chief Procurement Officer will review any protest and issue a written decision. Whether there are further appeal processes depends on the discretion of the Chief Procurement Officer.

**PART III SECTION B CONTRACT AWARD**

- 1. CONTRACTOR SELECTION:** The City will award a contract to the proposer whose proposal is considered and evaluated as being the most advantageous to the City. The contractor selection process will be carried out under Portland City Code, Chapter 5.33.
- 2. CONTRACT DEVELOPMENT:** The proposal and all responses provided by the contractor may become a part of the final contract. The form of contract shall be the City's Contract for Services.
- 3. NOTICE OF INTENT TO AWARD:** A notice of intent to award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, supplies and/or services, the contractor must receive a properly authorized purchase order or contract.
- 4. KICKOFF MEETING:** If requested by the City, the Contractor shall begin work by attending an orientation meeting to take place within 10 days following execution of the contract. The Contractor shall then develop and maintain a comprehensive schedule for all elements of the project.
- 5. FAILURE TO EXECUTE CONTRACT:** Failure on the part of the respondent to whom a contract is awarded to execute the contract and deliver the Contract and required documents with the required bonding and insurance certificates within twenty (20) calendar days shall be just cause for cancellation of the award and withdrawal of the Contract. Award may then be made to the next scored proposer, or the work may be re-advertised or otherwise as the City may decide.

## EXHIBIT B

### Long-Term Maintenance Agreement for Ecoroofs

I agree to partner with the City of Portland, Environmental Services to construct an ecoroof at:

*Property Address:* \_\_\_\_\_

I am the property owner, spouse, or authorized representative for the property listed above.

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

*Mailing Address (if different from above):* \_\_\_\_\_

*City, State, Zip:* \_\_\_\_\_

*Phone Number:* \_\_\_\_\_

Owner agrees to the following:

I will allow the City to publicize the project. I will allow access to the project site for the purposes of inspections and educational tours.

I understand that I am responsible for long-term ecoroof maintenance, irrigation, and plant replacement if necessary. A maintenance agreement will be completed prior to construction that will be listed at the County with the property's title and deed.

I will contact the City before making changes to the ecoroof if the changes will be made on more than 75 percent of the ecoroof area within three years of construction.

I agree to submit a project update to the City one year after construction is complete. The update will describe the status of the project, any significant events, and new project photos.

***I have read and agree to the above.***

#### Signatures

##### Owner

\_\_\_\_\_  
*Name (signed):*

\_\_\_\_\_  
date



# CITY OF PORTLAND

OFFICE OF MANAGEMENT AND FINANCE

Sam Adams, Mayor  
Kenneth L. Rust, Chief Administrative Officer  
Jeffrey B. Baer, Director, Bureau of Internal Business Services

Christine Moody  
Chief Procurement Officer  
Procurement Services  
1120 S.W. Fifth Avenue, Rm. 750  
Portland, Oregon 97204-1912  
(503) 823-5047  
FAX (503) 823-6865  
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May 13, 2010

## ADDENDUM NO. 1

RFP No. 110970

### ECOROofs

Proposals Due: May 28, 2010

By: 4:00 pm

This addendum provides changes to the specifications for the above-entitled project to be considered by each respondent. This addendum shall be included within the proposal. Any changes made by this addendum to said specifications offset only the portion of the words or paragraphs specifically mentioned herein, and the balance of the specifications remain in full force. It is the responsibility of all respondents to conform to this addendum.

**Part II PROPOSAL DEVELOPMENT, SECTION B PROPOSAL SUBMISSION, 3 -** Remove the words in the first sentence that state six (6) copies and replace with seven (7) copies.

**Part II PROPOSAL DEVELOPMENT, SECTION B PROPOSAL SUBMISSION, 5.B. CONSIDERATION -**

Delete sentence three that starts with "Additionally, this cost shall include..." and replace with the following:

Additionally, this cost shall include the hourly rates of each person associated with the entire project. The cost shall also include the estimated number of hours each staff member will be expected to work on each task associated with program development, support, marketing, advertising, and structural evaluation of existing buildings.

**Part II PROPOSAL DEVELOPMENT, SECTION B PROPOSAL SUBMISSION, 5.B. PROPOSED COST -**

Delete the first paragraph of Proposed Cost entirely and replace with the following:

**PROPOSED COST:** The total maximum contract amount is \$160,000. Of the total contract amount, \$10,000 is reserved for program development, support, marketing, advertising, and structural evaluation of buildings. The remaining contract amount will be based on the area of ecoroof the Proposer states they will construct multiplied by \$5 per square foot. For example, if the Proposer proposes to construct 30,000 square feet of ecoroof, then the contract amount will be \$150,000 plus \$10,000 for the expenses listed above.

**Part II PROPOSAL DEVELOPMENT, SECTION B PROPOSAL SUBMISSION, 5.B. PROPOSED COST, 5. -**

Delete bullet number 5. in its entirety and replace with the following:

5. The Contractor will be paid, up to \$10,000, for program development, support, marketing, advertising, and structural evaluation of buildings, based on time and material costs spent, if any.

**Part II PROPOSAL DEVELOPMENT, SECTION B PROPOSAL SUBMISSION, 5.D.4. The following limitations apply:** Delete first bullet and replace with the following:

- Proposers cannot apply for additional funding through the BES Ecoroof Incentive Program for ecoroofs **up to** 30,000 square feet that are funded under this contract. For ecoroofs that are **larger** than 30,000 square feet, the building owner can apply for an incentive through the BES

*An Equal Opportunity Employer*

*To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities upon request.*

Ecoroof Incentive Program for the square footage 30,000 square feet.

Add to the end of the second bullet after “which are already planned or in construction:

..., including those ecoroofs which a permit has been applied for, or obtained.

**Exhibit A – SERVICES CONTRACT, ATTACHMENT A, 4. DELIVERABLES:** Add the following bullet:

**G.** Provide a copy of Oregon Landscape Contractors Board licenses (OLCB). All landscape contractors must be licensed by and be in good standing with the OLCB to work on this project

**The following information is provided for clarification purposes only.**

**Question:** I noticed that page 1 of the RFP specifies one (1) original and seven (7) complete copies of the proposal to be submitted....but page 9 specifies 1 original and 6 copies. Can you let us know which is correct?

**Answer:** Seven (7)

**Question:** Please clarify all item and services that are acceptable for “program development, support, marketing and advertising” under the \$10,000 reservation of the contract.

**Answer:** The \$10,000 covers for program development, support, marketing, advertising, and structural evaluation of existing buildings. All other expenses fall in the \$150,000.

**Question:** Please clarify if the \$10,000 reservation is a separate contract that may be awarded independent and prior to the \$5 per square foot contract.

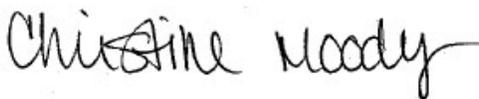
**Answer:** The \$10,000 will not be a separate contract.

**Question:** Please provide clarification on the requirement for the installation of the ecoroof to be done by prevailing wage workers.

**Answer:** Prevailing Wage will not be required on this contract. However in researching Prevailing Wage the issue of the OLCB license came up. All landscape contractors working on this project will be required to have a current OLCB license.

Please direct all questions and concerns to Denice Henshaw, CPPB, Senior Procurement Specialist at (503) 823-2299.

End of Addendum



Christine Moody  
Chief Procurement Officer

CM:dh