



DOWNTOWN PORTLAND CLEAN & SAFE

PUBLIC SAFETY PROGRAM RFP 2022

**Request for proposals to provide services under the Public
Safety Program for Downtown Portland Clean & Safe.**

Proposals Due: Wednesday, April 20th by 5:00 PM (PST)

**Direct all questions and submit one (1) electronic proposal (via email) to Downtown Portland
Clean & Safe sole contact for this contract:**

Mark Wells
Executive Director
Downtown Portland Clean & Safe
121 SW Salmon St., Suite 1440
Portland, Oregon 97204

(503) 552-6778
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www.downtownportland.org

*Portland Business Alliance, Downtown Clean & Safe and its affiliate partners are equal
opportunity employers and do not discriminate against any employee or applicant on
the basis of age, color, disability, gender, gender identity, national origin, race,
religion, sexual orientation, veteran status, or any classification protected by federal,
state, or local law.*

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LIST OF EXHIBITS

- EXHIBIT A: Proposer Certification**
 - EXHIBIT B: Cost Proposal**
 - EXHIBIT C: DPC&S and PMMI Service Area Map**
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1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS SUBMISSION PROCESS AND CONTACT INFORMATION

Direct all questions and deliver **ONE (1) SIGNED ADOBE ACROBAT VERSION (.PDF) OF YOUR PROPOSAL BY EMAIL** to the “Solicitation Coordinator” named here:

Solicitation Coordinator*	Proposal Delivery Location
Mark Wells, Executive Director (503) 552-6778 mwells@portlandalliance.com	Email to: mwells@portlandalliance.com **Subject Line: “Response to Public Safety RFP 2022”

* The Solicitation Coordinator named here is Downtown Portland Clean & Safe’s **SOLE POINT OF CONTACT** for this RFP.

** Proposals emailed without this Subject Line may not be received. Vendors will receive a confirmation email once their proposal has been received. Please contact the Solicitation Coordinator if you have not received a confirmation email. It is the sole responsibility of the proposer to ensure proposals are received at the location above by the due date and time. No late responses will be accepted. Proposers are encouraged to email their responses early.

1.2 SUMMARY

Through this Request for Proposals (RFP), **Downtown Portland Clean & Safe, (DPC&S)** solicits competitive proposals for the provision of safety and security for the Public Safety Program for:

- The Enhanced Services District (ESD), which consists of 213 blocks in Downtown Portland. (See appendix A).
- The Portland Transit Mall on 5th and 6th Avenues from SW Jackson Street, to NW Irving Street.
- The Light Rail Transit Loop (LRT) encompassing SW Morrison and Yamhill Street from 1st Avenue between SW Yamhill Street and NW Everett Street.

DPCS intends to award an exclusive contract to the successful Proposer according to the required Public Safety services and provisions detailed within this RFP.

Portland Mall Management Incorporated (PMMI) covers the Portland Transit Mall and the LRT Loop. The partnership between DPCS and PMMI has been in place since PMMI was formed in 2007.

Since 1997 DPC&S has funded four Portland Police Bureau (PPB) sworn bike patrol officers in the downtown area. As PPB employees, these officers work with DPC&S Safety Coordinators in response to a request for Bike Patrol assistance through the Safety Coordinator dispatch system. Bike Patrol officers must always follow all PPB protocols and procedures. Bike Patrol Officers work solely within the Clean and Safe Enhanced Services District.

1.3 SCHEDULE OF SOLICITATION and CONTRACT AWARD EVENTS

DPC&S reserves the right to change this schedule for any reason.

DPC&S may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of changes to this RFP by regularly checking the appropriate RFP folder on the **DPC&S** website at www.downtownportland.org

*Dates are subject to change. Please consult the [Downtown Portland Clean and Safe Website](#) for up-to-date information.

Solicitation or Contract Award Event	Date
Request for Proposals Issued	March 23 rd
PROPOSAL DEADLINE	April 20th 5.00pm PST
Finalist In-person Interviews	April 27 th to May 4 th
Notice of Intent to Award Issued (<i>anticipated</i>)	May 6th
Deadline for Grievance of Selection Process	May 11 th
Contract Effective Date	July 1st 2022

2.0 ORGANIZATION AND BACKGROUND

2.0 ABOUT DOWNTOWN PORTLAND CLEAN & SAFE

Downtown Portland Clean & Safe provides extraordinary services to the people, places and businesses within a core 213-block area of the City of Portland. Operating since 1988, the Enhanced Services District is one of the oldest, largest and most successful enhanced service districts in the nation.

The Downtown Services Program includes:

- ❖ The Downtown Clean & Safe Program of Public Safety, Janitorial, Community Health Outreach, and Sidewalk Ambassadors.
- ❖ The Downtown Retail Development Program of Retail Retention and Recruitment, Market Research, Promotions, Communications, and Holiday Lighting.
- ❖ The Downtown Economic Development Program of Business and Economic Development.
- ❖ Additional services include but are not limited to:
 - City and County Advocacy for policies that prioritize improvements to livability, increased safety, business sustainability that supports key partners to bolster the retail ecosystem.
 - Collaborating with partners for an equitable city.

View our website at www.downtownportland.org

2.1 ABOUT THE PUBLIC SAFETY PROGRAM

In an effort to achieve Downtown Portland Clean and Safe’s vision of a safe and vibrant City for all who work, live and visit Portland, we contract with a private security vendor to provide services required under the Public Safety Program throughout the ESD, in partnership with the Portland Police Bureau and the Multnomah County District Attorney’s Office.

Additionally, Public Safety Program services are provided to Portland Mall Management Inc. (PMMI), a unique private/public sector non-profit organization charged with maintaining all aspects of the Portland Transit Mall infrastructure and overseeing supplemental cleaning and security services along the entire length of 5th and 6th avenues in Downtown Portland, as well as the LRT Loop.

DPC&S is contracted to provide services in support of PMMI’s ongoing objective to keep the Portland Transit Mall an attractive place for businesses, pedestrians, and transit customers by providing security and cleaning services as well as maintaining the physical asset in an “as-constructed” condition.

Since 1997 DPC&S has funded four Portland Police Bureau (PPB) sworn bike patrol officers in the downtown area. As PPB employees, these officers work with DPC&S Safety Coordinators in response to a request for Bike Patrol assistance through the Safety Coordinator dispatch system. Bike Patrol officers must always follow all PPB protocols and procedures. Bike Patrol Officers work within the Clean and Safe Enhanced Services District.

2.2 NON-DISCRIMINATION

DPC&S is required, under a contract with the City of Portland, to observe all City, State, and federal non-discrimination and civil rights laws. DPC&S may not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment. All contractors retained by DPC&S will be subject to these same requirements.

3.0 STATEMENT OF WORK

This section describes, at a minimum, Downtown Portland Clean and Safe's expectations of the successful Proposer (the "Contractor") under the contract awarded from this RFP (the "Contract") for the services required under the Public Safety Program of the DPC&S Statement of Work ([Section II pp31-35 of the DPC&S Annual Statement of Work with the City of Portland](#)).

3.1 Site Description

3.1.1 The Downtown Portland Clean & Safe district is a 213-block enhanced service area in Downtown Portland. Service area boundaries are (see map in Appendix D):

- At the South end of the district, starting at Naito Parkway and SW Harrison St., heading West to SW 4th Ave.
- Turning North along SW 4th Ave. to SW Market St.
- Turning West along SW Market St. to SW 9th Ave.
- Turning North along SW 9th Ave. to SW Salmon St.
- Turning West along SW Salmon St. to SW 11th Ave.
- Turning North along SW 11th Ave. to W Burnside
- Turning East along W Burnside to NW 9th Ave.
- Turning North along NW 9th Ave. to NW Hoyt St.
- Turning East along NW Hoyt St. to NW Broadway
- Turning North along NW Broadway to NW Lovejoy St.
- Turning East along NW Lovejoy St. to NW Naito Parkway
- Returning along NW Naito Parkway heading South the entire length to SW Harrison St.

3.1.2 The PMMI service area includes:

- Transit Mall: The Transit Mall encompasses 5th and 6th avenues in downtown Portland from NW Irving Street to SW Jackson Street, inclusive of the light rail trackway, roadway and sidewalks.
- LRT Loop: The LRT Loop encompasses 1st Avenue from NW Everett Street to SW Yamhill Street; and SW Yamhill and Morrison streets from SW 1st Avenue to SW 13th Avenue.

3.2 Public Safety Program Personnel, Task and Activity Requirements:

Contractor will be required to provide appropriate number of Safety Coordinators, Shift Supervisors, and a COO/Account Manager, as well as share of necessary support staff including dispatch.

3.2.1 Downtown Clean & Safe Safety Coordinators (“DPC&S Safety Coordinators”) shall patrol the areas within the District and PMMI services areas to achieve the following:

- 3.2.1.1 Provide a presence of public safety in the street and sidewalks within the District by walking foot beats and performing vehicle and bicycle patrols to observe, report and mitigate street disorder.
- 3.2.1.2 At the request of the Portland Police Bureau, engage in problem-solving to reduce the fear of crime and prevent street disorder.
- 3.2.1.3 Apply community policing and crime prevention strategies to identify stakeholders and focus efforts to reduce street disorder.
- 3.2.1.4 Prepare and distribute public safety communications among businesses and organizations in the District.

3.2.2 In performance of their duties, DPC&S Safety Coordinators shall:

- 3.2.2.1 Provide a presence of safety in the areas within the District by conducting a potential combination of vehicle, bicycle patrols and walking beats assigned by the Shift Supervisor based on reported areas of high rates of crime and calls for service.
- 3.2.2.2 Attempt to stop criminal conduct and street disorder wherever possible by observing and reporting such conduct and disorder to the Portland Police Bureau.
- 3.2.2.3 Report criminal activities to the Portland Police Bureau, avoiding participation in arrests or criminal investigations except in an emergency, or when specifically requested or directed by Portland Police Bureau officers to assist.
- 3.2.2.4 Engage in problem solving at the request of the Portland Police Bureau and community policing strategies.
- 3.2.2.5 Maintain a daily log and file incident reports to include, for example, but not limited to:
 - Time of each patrol and the name of the patrolling officer
 - Detailed description of each security issue encountered
 - Detailed description of action taken
- 3.2.2.6 Safety Coordinators whether, armed or unarmed, shall be uniformed and radio-equipped to communicate with Shift Supervisors, Portland Police Bureau Officers and other public agencies as required.
 - At no time will more than 25% of total DPCS Safety Coordinators be armed ([Section II.B. 6.i p32 of the DPC&S Annual Statement of Work with the City of Portland](#)).
- 3.2.2.7 Abide by Oregon State law and Department of Public Safety Standards and Training (DPSST) certification standards applicable to private security.
- 3.2.2.8 Participate in additional training beyond DPSST identified by DPC&S and the City of Portland’s Enhanced Service District Coordinator, specifically in de-escalation techniques, mental health, crisis response, trauma informed care interventions,

and social service safety net referrals.

- 3.2.2.9 Contractor must be able to communicate effectively and professionally with the Portland Police Bureau (“PPB”), including the Bike Unit contracted by DPC&S, to work together to achieve the DPC&S Public Safety Program goals.
- 3.2.2.10 Contractor and DPC&S Safety Coordinators will collaborate with DPC&S Community Health Outreach Workers (CHOW) in response to a variety of mental health orientated incidents in accordance with [Section III.B pp37-38 DPC&S Annual Statement of Work with the City of Portland.](#)
- 3.2.2.11 Contractor and staff will maintain communications and rapport with residents, businesses and organizations in the District.
- 3.2.2.12 Contractor will ensure that patrolling Safety Coordinator behavior and actions meet accepted industry standards, and compliance with applicable laws, administrative rules, regulations and Downtown Portland Clean & Safe policies and procedures.
- 3.2.2.13 Safety Coordinators, Shift Supervisors and Contractor’s staff under the contract must always have communications capabilities via radio, telephone and other electronic means.
- 3.2.2.14 Safety Coordinators and Contractor’s staff under the contract shall report unlawful activities, safety hazards and maintenance problems to the Downtown Portland Clean & Safe Contract Manager. Contractor will follow all reporting requirements mandated by the City of Portland and DPC&S.

3.2.3 The DPCS Safety Coordinators shall be under the direction of the following personnel:

- 3.2.3.1 Shift Supervisors. The Shift Supervisors shall be:
 - Assigned day-to-day responsibilities for the DPCS Safety Coordinators on duty.
 - Responsible for scheduling, performance reports, continuing in-service training, crew and program evaluation, and disciplinary action.
 - Armed or unarmed, uniformed and radio-equipped to communicate and allow contact with the Portland Police Bureau Clean & Safe Officers through the District communications center, as well as having access to a vehicle to facilitate quick response times for calls for service.
 - Full-time with salary based on a 40-hour work week.
- 3.2.3.2 Chief Operating Officer / Account Manager. They shall:
 - Supervise the Shift Supervisors.
 - Provide shift relief to the Shift Supervisors as necessary.
 - Attend planning meetings with District personnel and other downtown stakeholders.
 - Oversee the receipt and investigation of citizen complaints regarding DPC&S Safety Coordinators in accordance with contract regulations [in Section VIII.J pp 46-47 in the DPC&S Annual Statement of Work with the City Of Portland.](#)
- 3.2.3.3 All Shift Supervisors and DPC&S Safety Coordinators will wear appropriate uniforms with the Clean & Safe insignia that are clearly distinct from Portland Police Bureau officer uniforms, clearly visible nametags and maintain a neat and clean appearance, in accordance with [Section II.G of the DPC&S Annual Statement of Work with the City of Portland](#)
- 3.2.3.4 All Shift Supervisors and DPC&S Safety Coordinators will carry and distribute during interactions or upon request, business cards which include their name,

their affiliation as a DPC&S contracted employee, and directions on how to contact DPC&S to request information or file a complaint or commendation [Section II.G of the DPC&S Annual Statement of Work with the City of Portland.](#)

- 3.2.3.5 DPC&S Contractor will be responsible for providing facilities for the Shift Supervisors, DPC&S Safety Coordinators and other related contract staff to perform the functions within the scope of work.
- 3.2.3.6 Contractor shall provide dispatch staff to be on duty during Safety Coordinator staffing hours to monitor the DPC&S dispatch number/email and user mobile app, dispatch call for service to appropriate vendors, handle filing activities, input incidents and activity data, answer questions and route information to and from the public.
- 3.2.3.7 Shift Supervisors shall maintain direct contact with the District's Janitorial Supervisor, and Community Health Outreach Supervisor to ensure the coordination of security and cleaning efforts.
- 3.2.3.8 DPC&S Safety Coordinators and Shift Supervisors shall be courteous and professional and conduct their duties in an appropriate manner to generate a positive image to the public.

3.2.4 Patrol Schedule, Operations of the Public Safety Program, and to include Portland Transit Mall and the Light Rail Transit Loop shall generally be carried out as follows:

*The allocation of staffing and shifts are subject to change through the life of the contract based on crime rates, foot traffic into the city as pandemic recovery continues, and special events, and the annual statement of work DPC&S negotiates with the City of Portland. In accordance with [Section II.B.6 of the DPC&S Annual Statement of Work with the City of Portland](#) at no time can more than 25% of total DPC&S Safety Coordinators be armed.

- 3.2.4.1 For the Enhanced Service District daily work shifts will be potentially scheduled Monday through Sunday as follows:
 - Day shift shall include one (1) Shift Supervisor and three (3) DPC&S Safety Coordinators from 0600 to 1430
 - Swing shift shall include one (1) Supervisor and three (3) DPC&S Safety Coordinators from 1400 to 2230
 - Graveyard shift shall include two (2) Supervisors and six (6) DPC&S Safety Coordinators from 2200 to 0630
- 3.2.4.2 For the PMMI service areas daily work shifts will be potentially scheduled Monday through Sunday as follows:
 - Day shift shall include one (1) Supervisor and approximately three (3) DP&CS Safety Coordinators from 0600 to 1430
 - Swing shift shall include one (1) Supervisor and three (3) DPC&S Safety Coordinators from 1400 to 2230
- 3.2.4.3 All DPC&S Safety Coordinators and Shift Supervisors will work collaboratively with the Portland Police Bureau Clean and Safe Officers when shifts align, namely four (4) ten (10) hour shifts Monday through Friday.

3.2.5 Patrol Routes:

3.2.5.1 Patrol routes will be configured for more frequent coverage in areas of high pedestrian activity and high rates of calls for service and crime with varied deployment strategies to achieve the Public Safety Program services during the shifts identified above, and/or in response to special events or significant incidents.

DPC&S reserves the right to modify, add, and/or remove certain tasks or activities prior to Contract execution or through equitable amendment to the Contract after execution.

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

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

Proposer must address each element clearly and concisely in order to be eligible for achieving maximum points.

DPC&S will perform an independent research and internet-based search to learn about your company from publicly available data.

DPC&S will contact relevant partner agencies (PPB, DPSST, Multnomah County D.A. etc.) to verify collaborative and credible history of conduct.

4.1 COVER LETTER

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

- A brief history of your firm and the services your firm proposes to provide.
- A list of any subcontractors that will be working on the project, including a brief description of their role.
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP.

4.2 LABOR PEACE

As set forth in Section 4.5 below, DPC&S is required to comply with the City of Portland’s Sustainable Procurement Policy (<https://www.portlandoregon.gov/brfs/37755>) In accordance with Attachment 4 of the City of Portland’s Sustainable Procurement Policy, provide written documentation of “labor peace” with a labor organization that represents employees providing similar services in the states of Oregon or Washington and that represents or seeks to represent any group of your employees who are or will be involved in providing such services. See Attachment 4 for a full description of “labor peace” and the applicable requirements.

4.3 QUALIFICATIONS AND EXPERIENCE OF YOUR FIRM

Maximum Points Allotted for this Criterion: **20**

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

- General scope of services your firm provides and number of years your firm has been providing the types of services listed in Section 3 of this RFP.
- A short profile of each key management/supervisory individual proposed to perform work under the Contract, including their education, work history and pertinent professional qualifications and certifications.
- A brief description of similar services performed in the past three (3) years that best characterize your firm's capabilities to meet the expectations of the scope of work, including working amongst the houseless community in non-enforcement encounters.
- A brief description of how your organization approaches your work amongst and in response to the houseless community, often experiencing mental health and addiction issues, in both an enforcement and non-enforcement interaction. Describe how your organization would approach coordinating and interacting with the DPC&S Community Health Outreach program. ([refer to Section III.B regarding DPC&S Community Health Outreach Program within the Annual Statement of Work with the City of Portland.](#))
- List three (3) current or past references using projects of similar scale scope as described in this RFP. For each reference, include the reference's company name, contact person, phone number, email address, and a description of the services provided for that reference. References may be checked at DPC&S's discretion

4.4 OPERATIONAL CULTURE, TRAINING, REPORTING AND EMPLOYMENT PRACTICES

Maximum Points Allocated for this Criterion: **40**

- Explain how your company currently interacts and cooperates with local law enforcement, District Attorney's office, and other private security companies.
- Provide a description of how your organization works with multiple stakeholders of different culture and socioeconomic backgrounds.
 - DPC&S contracts with vendors, and interacts with the general public, who are engaged in recovery programs with former houseless experience, judicial system histories and incarceration to employment programs.
- Provide a description of current recruitment, hiring and staff retention practices, including rates of turnover. Describe how your company is addressing the current and anticipated staffing and recruiting challenges in the private security industry.
- Provide a description of facilities for the DPC&S Safety Coordinators, Shift Supervisors, dispatch and management staff, including lockers, and dressing space, conference room, storage space, and office space.
- Provide a description of employee on-boarding, training above and beyond DPSST required, on-going professional development, commendation and disciplinary practices.
 - Proposer is encouraged to include training related to de-escalation, trauma-informed approaches and other trainings proposer deems relevant for the nature of services within the operational areas of the RFP.

- Provide a description and a copy of your incident reporting structure and client reports, staffing reports, Use of Force policy, complaint investigation and resolution process, and commendation process.
- Provide a description and example of how you incorporate technology into the services required in the contract scope of work:
 - Responding to calls for service including receiving and dispatch
 - The ability to track all calls for service through completed service delivery
 - Tracking and monitoring activities and response
 - Tracking and monitoring indicators of impact
 - The use of CCTV and video surveillance for guard optimization and efficiency
 - Radio communication internally and externally with the PPB Bike Unit.

In your answer above, consider in your descriptions that DPC&S is required to submit a monthly report regarding the activities within the Public Safety Program to the City of Portland Enhanced Services District Coordinator ([see Section VIII.H in the DPC&S Annual Statement of Work with the City of Portland](#)).

This report will include:

- Program calls for service by category,
- Interactions with the public
- Number of referrals to Portland Police, Fire and Rescue and other relevant public or private organizations
- List of complaints and commendations received regarding activities of Safety Coordinators, including summaries of any investigations and findings related to said complaints.
- Use of Force by or against Safety Coordinators.

4.5 CORPORATE RESPONSIBILITY

Maximum Points Allotted for this Criterion: **20**

DPC&S demonstrates its commitment to contracting with socially and environmentally responsible businesses. We value and support diversity and are dedicated to advancing equity in public contracting. **DPC&S will be following the City of Portland’s Sustainable Procurement Policy.** <https://www.portlandoregon.gov/brfs/37755>

- **Workforce Diversity and Community Involvement**
 - Describe your firm’s workforce demographics and any measurable steps taken to ensure a diverse internal workforce including women and people of color.
 - Give the percentage of management to staff, including percentage of women and people of color in those types of positions.
 - How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities for women and people of color?
- **Sustainable Business Practices**
 - List the top three (3) actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency,

use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices).

- Does your firm hold any third-party certifications related to sustainable business operations (e.g., Sustainability at Work, B-Corp certification)? If so, reference the name of the certification.

DPC&S expects thoughtful consideration of all the above Corporate Responsibility criteria in the preparation of proposals.

4.6 FEE PROPOSAL

Maximum Points Allotted for this Criterion: **20**

Propose the estimated cost to effectively complete the work and requirements described Section 3 section of this RFP. **See Exhibit B for framework and guidelines.**

Rate Schedule: the requested armed and unarmed rates should be calculated at a per-hour cost for a fully loaded (salary + benefits) armed and unarmed Safety Coordinator, and to include additional shared costs for shared Shift Supervisor, Account Manager, Dispatch and other supportive staff to enable a Safety Coordinator to function.

Additional Cost For Service (optional): at the discretion of the proposer, additional costs aside from those built into the Hourly Charge may be included here.

Total Budget Not To Exceed \$2,600,000

Travel Expenses. DPC&S will not reimburse any expenses related to Contractor's travel.

All unspecified costs will be borne by Contractor.

Adjustment of Hourly Rates Due to Inflation

Annual adjustment of contract rates will be considered upon written request from the Contractor to DPC&S. Approval of the request for rate increase is solely within DPC&S discretion and DPC&S is under no obligation to approve such a request. All such rate increase requests are subject to the following limitations:

- No increase will be considered during the first twelve months the Contract is in effect
- No more than one increase will be considered per year
- All requests must include verifiable documentation that clearly demonstrates increased costs to the Contractor for the contracted positions
- Requests for rate increases shall only be proposed in proportion to increases in the Contractor's costs for the contracted positions
- If the rate increase request is approved, the parties will agree to the approved increase by a written amendment to the Contract, prepared by DPC&S. If the rate increase is not approved, DPC&S will explain the reason for declining the rate increase request
- The rate increase will be effective only upon execution of the Contract amendment
- Rate increases will not be retroactive

- In no event will a rate increase change the maximum amount payable under the Contract

4.7 PROPOSER CERTIFICATION

Complete and return EXHIBIT A of this RFP, the “Proposer Certification,” with your proposal.

4.8 EVALUATION CRITERIA

SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP	
EVALUATION CRITERIA (SCORED)	MAXIMUM POINTS
➤ Qualifications and Experience of Your Firm	20 Points
➤ Operational Culture, Reporting and Employee Practices	40 Points
➤ Corporate Responsibility	20 Points
➤ Fee Proposal	20 Points
Total Available Points	100 Points
NON-SCORED SUBMITTAL REQUIREMENTS	
➤ Cover Letter	Not Scored
➤ Proposer Certification	Not Scored

5.0 CONTRACT REQUIREMENTS

5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Contractor”) will be invited to enter into a Personal Services Contract with DPC&S (the “Contract”). The Contract will become effective upon execution by both parties; commencement of work will be ordered upon DPC&S issuance of a Notice to Proceed to the Contractor.

5.2 COMPENSATION AND PAYMENT

The “Not to Exceed” value of the Contract will be based on the sum of all proposed costs, including personnel hours and applicable billing rates as well as reasonable reimbursable expenses, all of which may be subject to reasonable negotiation. Contractor’s personnel and reimbursable expenses, up to the Not to Exceed amount, will be payable based on the Contractor’s time and materials, based on the proposed billing rates and reimbursable rate schedules. DPC&S PAYMENT TERMS: NET 30 DAYS. Any subsequent change of the billing rates, maximum compensation, and/or Contract term will be implemented by written amendment to the Contract. Monthly payment will be in accordance with the submitted actual hours provided by contractor and agreed upon costs for service.

5.3 CONTRACT BUDGET

Total budget expectation not to exceed \$2,600,000.

5.4 CONTRACT TERM

The initial term of the Contract will be for a period of one year which may be extended up to four (4) additional one-year periods upon the mutual written agreement between the parties to the Contract. The maximum duration of the Contract, including all extensions, will not exceed five (5) years.

5.5 CONTRACT COMPLIANCE

Contractor must comply with the following before DPC&S will execute the Contract with that firm:

- 5.5.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 5.5.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.5.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer.
- 5.5.4 **Insurance Requirement.** See the following section.
- 5.5.5 **Guard Certification.** Personnel working for the contract must be DPSST certified.

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

5.6 INSURANCE REQUIREMENTS

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

- 5.6.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027, of not less than **\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 policy limit**
- 5.6.2 **General Liability (GL)** insurance on an occurrence basis with a combined single limit of not less than **\$5,000,000** each occurrence. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: **"Clean & Safe, Inc and each of their respective officers, agents, and employees,"** and **"Portland Mall Management Inc and each of their respective officers, agents and employees"** and **"the City of Portland, Oregon, and its officers, agents and employees"**
- 5.6.3 **Automobile Liability** insurance covering bodily injury and property damage, with a combined single limit of not less than **\$2,000,000**, each accident, covering owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 5.6.4 **Insurance Certificates.** Prior to execution of the Contract, Contractor must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon with an AM Best rating of A- or better. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or DPC&S shall not contribute to it.

5.7 SUBCONTRACTOR COMPLIANCE WITH DPC&S CONTRACT WITH CITY OF PORTLAND

Under sections 5.10 and 5.11 of [the DPC&S contract with the City of Portland](#) (pp 21-22) the successful proposer will be a subcontractor with DPC&S, and will need to be in full compliance with applicable provisions. Proposer should be knowledgeable and in compliance with the following areas of the contract:

- **Page 16 Section 4.4: Confidentiality**
- **Page 18 Section 5.3: Compliance With Non-discrimination Laws and Regulations**
- **Page 23 Section 6.1: Hold Harmless and Indemnification**
- **Page 23 Section 6.2: Insurance**

Proposer should also be aware any employees provided in the function of a subcontractor will need to follow the City's Fair Wage Policy as outlined here: <https://www.portland.gov/code/3/99>

6.0 CONDITIONS OF THIS RFP

- 6.1 All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by DPC&S RFP sub-committee, as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contract [in the DPC&S Annual Statement of Work from the City of Portland.](#)
- 6.1 **Reservation of Rights.** DPC&S, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP, decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer's past performance from any source through the right to independently verify information, do a public information search, and speak with any known past or current clients of the contractor; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates DPC&S to award a contract from this RFP.
- 6.2 **Proposal Preparation and Submission Instructions**
- 6.2.1 **Quantities of Proposals.** Proposers must submit the following materials which must be received by DPC&S at the proposal delivery location listed in Section 1.1 of this RFP no later than the "Proposal Due Date and Time" listed in Section 1.3 of this RFP:
- **One (1) electronic copy** emailed to the solicitation coordinator in either Adobe Acrobat or MS Word attachment.
- 6.2.2 **Form of Proposal.** NO ORAL, BODY EMAIL OR FACSIMILE PROPOSALS WILL BE ACCEPTED. Proposals should address the submittal requirements of this RFP in a clear, concise, and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.
- 6.2.3 **Sustainability of Proposal.** DPC&S strongly discourages the submission of corporate brochures, lengthy narratives, and other extraneous presentation materials.
- 6.3 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted via email to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email only and must contain the following:
- RFP solicitation number and title
 - RFP section being questioned
 - Specific question or request for change
- All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the "Deadline for Questions and Requests for Changes" listed in Section 1.3 of this RFP.
- 6.4 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the

Proposer's proposal to be rejected. Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to DPC&S website www.downtownportland.org to check for any addenda that have been issued for this RFP. DPC&S may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by DPC&S and modifying their proposal accordingly.

- 6.5 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and DPC&S will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.
- 6.6 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.
- 6.7 **Restrictions on Communications.** Proposers must not communicate with members of the RFP Sub-Committee, the DPC&S Board or any DPC&S employee not specifically named in this RFP regarding the content and process of RFP submission, except upon invitation by DPC&S in a formal interview by the RFP Solicitation Coordinator.
- 6.8 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.
- 6.9 **Public Records and Disclosure**
- 6.9.1 All proposals submitted in response to this RFP will become the property of DPC&S and may be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192.
- 6.9.2 Any portion of a proposal that a Proposer claims to constitute a "trade secret" must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:
- "This information constitutes a trade secret under ORS 192.501(2),
and shall not be disclosed except in accordance with Oregon Public
Records Law, ORS 192."**
- 6.9.3 If a Proposer marks every page or includes a blanket statement that the entire proposal is "Confidential" or "Proprietary," the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed.
- 6.9.4 DPC&S will take reasonable measures to hold in confidence all proposal contents marked in the way described above but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise.
- 6.9.5 After award, the Contract between DPC&S and the successful Proposer will be a public document and no part of the Contract can be designated as "Confidential."

- 6.10 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and DPC&S is under no obligation to request additional information if it is not included within your proposal. However, DPC&S may request Proposers submit additional information during or after the proposal evaluation period; or overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.11 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between DPC&S and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless DPC&S agrees to the withdrawal or modification in writing.
- 6.12 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. The responsive proposals are those proposals that substantially comply with all required submittal procedures and requirements. This evaluation committee will include staff and board members of DPC&S and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 4 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer's written response as well as any relevant information that DPC&S may subsequently request or discover. DPC&S will then add individual committee members' scores to produce an initial ranking. The highest ranked top 4 Proposers will be considered the Finalist Proposers.
- 6.13 **Interviews (Optional).** At DPC&S option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in- person, virtually, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.
- 6.14 **Best and Final Offers (Optional).** DPC&S may choose to enter into discussions with one or more of the Finalist Proposer(s) and request revised proposals (the "best and final offers"). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements and evaluation criteria contained in this RFP. If DPC&S elects to solicit best and final offers, DPC&S will do so in the following manner:
- 6.14.1 DPC&S will initiate oral and/or written discussions with one or more of the Finalist Proposer(s) regarding one or more sections of their proposals. DPC&S may conduct these discussions only for the following purposes of: (a) informing Finalist Proposer(s) of perceived weaknesses in their initial proposals; (b) requiring the submission of additional information in one or more sections of a Proposer's proposal; and/or, (c) otherwise allowing the Finalist Proposer(s) to develop and submit their best and final offers.
 - 6.14.2 DPC&S may conduct discussions with each Finalist Proposer necessary to fulfill the purposes described in this section, but need not conduct the same amount of discussion with each Finalist Proposer. DPC&S may terminate discussions with any Finalist Proposer at any time; however, DPC&S will offer all Finalist Proposer(s) the same opportunity to discuss their proposal prior to the date and time revised proposals are due.

- 6.14.3 DPC&S will only disclose the identity of other proposers who responded to the RFP but will not include any details on their proposals until after the evaluation process is complete and DPC&S has issued its Notice of Intent to Award a contract.
- 6.14.4 At any time during this process, DPC&S may (a) continue discussions with one or more Finalist Proposer(s); (b) terminate discussion with a particular Finalist Proposer and continue discussions with other Finalist Proposers; or, (c) conclude discussions with all remaining Finalist Proposer(s) and provide notice requesting their best and final offers.
- 6.13.5 If DPC&S requests best and final offers, DPC&S will establish a common date and time that proposals are due at DPC&S. Revised proposals shall only be submitted once; however, DPC&S may make a written determination that it is in DPC&S best interest to conduct additional discussions and require submission of revised proposals. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award.
- 6.15.6 If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.12 of this RFP) or a revised proposal, the original proposal will be considered their best and final offer. DPC&S will then evaluate the best and final offer in accordance with the requirements and evaluation criteria contained within this RFP and DPC&S will not modify the evaluation criteria or their relative weighting after the date and time revised proposals are due.
- 6.15 **Selection Process.** If interviews are not conducted or best and final offers not requested, DPC&S will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, DPC&S reserves the right to either re-score the Finalist Proposer(s)' proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and re-rank the proposals based on the combined strength of the Finalist Proposer(s)' proposal and interview.
- 6.16 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, DPC&S may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to DPC&S, with respect to the Proposer's successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. DPC&S reserves the right to use any information or reference that may be discovered. DPC&S may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.17 **Notice of Intent to Award.** After completion of the evaluation process, DPC&S will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 6.18 **Grievance of Selection Process.** Any grievance about the DPC&S selection process must be submitted by email in writing to the Solicitation Coordinator of this RFP and the City's ESD Coordinator (Shawn Campbell, shawn.campbell@portlandoregon.gov) within seven (7) calendar

days of issuance of the NOIA. The proposer's grievance must specify the legal, procedural, and/or factual grounds that the grievance is based on as well as a statement of requested relief. The judgment used by individual review committee members when scoring proposals is not grounds for making a grievance about the selection process. Grievances not asserted or not properly asserted within the timelines described in this section will not be considered. The Solicitation Coordinator will meet with the ESD Coordinator to review the grievance, and the ESD Coordinator will make a recommendation to the Solicitation Coordinator about how to resolve the grievance. DPC&S will, in its sole discretion, make a final determination about how to resolve the grievance with the understanding that under the [Contract between the City and DPC&S](#), the City must give prior, written consent before DPC&S may enter into a subcontract for security services.

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

EXHIBIT A. PROPOSER CERTIFICATION

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

Public Safety Program RFP 2022:

If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 5.6 of this RFP.

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

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

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

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

SIGNATURE BLOCK

Proposer's Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer's Mailing Address: _____

Proposer's Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____

EXHIBIT B. FEE PROPOSAL

Proposer: _____

The Fee Proposal format accommodates two mechanisms for proposing cost incurred for provisions requested in the scope of work within this RFP. Total budget is not expected to exceed \$2,600,000.

TABLE 1 Rate Schedule: the requested armed and unarmed rates should be calculated at a per-hour cost for a fully loaded (salary + benefits) armed and unarmed Safety Coordinator, and to include within that rate any additional shared and/or individual costs for a shared Shift Supervisor, Account Manager, Dispatcher and other supportive staff to enable a Safety Coordinator to function.

TABLE 2 Additional Cost for Service (optional): at the discretion of the proposer, additional costs aside from those built into the Hourly Charge may be included here.

***Total Budget Not to Exceed \$2,600,000**

Guidelines for Total Fee Calculation:

As stated in section 3.2.4 above, ideal daily staffing needs are:

For the Enhanced Service District daily work shifts will be potentially scheduled Monday through Sunday as follows:

- Day shift shall include one (1) Shift Supervisor and three (3) DPC&S Safety Coordinators from 0600 to 1430
- Swing shift shall include one (1) Supervisor and three (3) DPC&S Safety Coordinators from 1400 to 2230
- Graveyard shift shall include two (2) Supervisors and six (6) DPC&S Safety Coordinators from 2200 to 0630

For the PMMI service areas daily work shifts will be potentially scheduled Monday through Sunday as follows:

- Day shift shall include one (1) Supervisor and approximately three (3) DP&CS Safety Coordinators from 0600 to 1430
- Swing shift shall include one (1) Supervisor and three (3) DPC&S Safety Coordinators from 1400 to 2230

Number of Safety Coordinators provided over a 24-hour period should be considered as:

Armed = 6 / Unarmed = 18

Armed Safety Coordinators hours per day = 6 x 8hrs = 48 hours x proposed hourly rate x 365 days = X

+

Unarmed Safety Coordinators hours per day = 18 x 8hrs = 144 hours x proposed hourly rate x 365 days = Y

+

Total Additional Costs for Service = Z

X+Y+Z = Total Budget Cost = _____

Assumptions:

*Shift allocations are subject to change

** At all times a ratio of one (1) armed guard to three (3) unarmed guards / no more than 25% of deployed Safety Coordinators may be armed at any time (for example can be 2 armed and 6 unarmed).

*** In order to meet that requirement, a Supervisor may be armed or unarmed. A Safety Coordinator may be armed or unarmed.

**** Supervisor costs should be built into and cost-shared in the hourly rates of Safety Coordinators supervised (armed and unarmed).

***** Final details of scheduling are subject to mutual agreement for most efficiency by both parties, prior to contract signing.

1. **Rate Schedule.** Propose the rate schedule to provide Property Security Services for patrols as detailed in this RFP. **A range of hourly rates is not acceptable.** Use the table below as a guide and replicate in your proposal to submit.

Rate Schedule		
Schedule	Hours	Hourly Charge*
Day Shift (0600-1430)	Unarmed	\$
	Armed	\$
Swing Shift (1400-2230)	Unarmed	\$
	Armed	\$
Night Shift (2200-0630)	Unarmed	\$
	Armed	\$

2. Additional Costs for Service. In addition to the Rate Schedule above, proposers should attach information that clearly identifies other costs for service to achieve RFP scope of work. Any unspecified costs will be borne by the contractor. This should include any additional fees charged to perform service. Proposer must quote the cost of such expenses in the table provided below as a guide (replicate in proposal to submit).

Additional Costs for Service:			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit

3. Billing. If your firm is selected for contract award from this RFP, any subcontractors not identified in your proposal that you wish to engage under the Contract must be approved by DPC&S in an Amendment. Such an Amendment must detail the subcontractor personnel to be used including their title and applicable billing rates.

**Proposers may attach additional sheets to this EXHIBIT B
if they wish to provide additional information**

EXHIBIT C. DPC&S and PMMI SERVICE AREA

