

Investing in Portland's Future

PDC

PORTLAND DEVELOPMENT COMMISSION

**REQUEST FOR PROPOSALS #09-28
FOR RESEARCH AND ANALYSIS:
STATE OF ENTREPRENEURSHIP
IN PORTLAND, OREGON**

**Proposals Due: February 17, 2010
by 2:00 PM (Pacific Time)**

**Direct all questions and submit one (1) original, seven (7) color photocopies
and one (1) electronic proposal (on CD-ROM) to:**

Daniel Spero, CPPB
Senior Procurement Specialist
Professional Services
Portland Development Commission

222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-3291 (voice)
(503) 865-3738 (fax)
SperoD@pdc.us (email)
<http://www.pdc.us/> (www)

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

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LIST OF EXHIBITS

EXHIBIT A. Web-Links in this RFP

1. REQUEST FOR PROPOSALS SUMMARY

Request for Proposals Title: **Research and Analysis: State of Entrepreneurship in Portland, Oregon**

Solicitation Number: **RFP #09-28**

Solicitation Coordinator*: **Daniel Spero, CPPB; Senior Procurement Specialist**

Contact Information: **(503) 823-3291** (voice)
(503) 865-3738 (fax)
SperoD@pdc.us (email)

Proposal Delivery Location**: **Portland Development Commission**
Attn: Daniel Spero, Professional Services
222 NW 5th Avenue
Portland, OR 97209

*** This is the sole point of contact for this RFP. Direct all questions regarding this RFP to the Solicitation Coordinator identified here.**

**** To be considered for evaluation, proposals must be received by PDC at the location listed above no later than the "Proposal Due Date and Time" listed below.**

Through this Request for Proposals (this "RFP"), the **Portland Development Commission** ("PDC"), the urban renewal agency for the city of Portland, Oregon, is seeking competitive proposals from qualified and experienced individuals, firms or teams ("Proposers" or "you(r)") for the provision of research, outreach and professional services more fully described in Section 4 below. PDC intends to award one (1) exclusive contract to the successful Proposer in connection with this RFP.

2. SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

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

Request for Proposals Issued	January 19, 2010
Pre-Proposal Meeting***	Not applicable
Deadline for Questions and Requests for Changes	February 5, 2010
Proposal Due Date and Time (no later than)	February 17, 2010 by 2:00 PM (Pacific)
Evaluation Period, Ending (<i>tentative</i>)	February 25, 2010
Notice of Intent to Award, Issued (<i>tentative</i>)	February 26, 2010
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Contract Effective Date (<i>tentative</i>)	March 5, 2010

***** No pre-proposal conference or meeting is scheduled for this RFP.**

3. PDC AND PROJECT BACKGROUND

3.1 ABOUT THE PORTLAND DEVELOPMENT COMMISSION

Created by a vote of Portland citizens in 1958, PDC serves as the urban renewal agency for the city of Portland, Oregon. In 2008, PDC celebrated its 50th anniversary. Throughout the past five decades, PDC has played a key role in making Portland one of America's most livable cities. Our mission is to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy and quality jobs and housing for all. Today, PDC is internationally recognized as a model for urban renewal success and sustainable practices.



PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, project management, economic and community development, architecture, law and other specialties to meet our strategic objectives in three program areas:

- **Revitalization.** PDC plays a key role in stimulating and supporting physical and economic development of the industrial, commercial and neighborhood districts throughout Portland in order to improve livability and expand opportunities for affordable housing and quality jobs. This is accomplished by assembling underused property and making it available for private development; funding and oversight of new infrastructure (e.g., roads, transit, parks) as well as providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives.
- **Housing.** PDC administers a variety of housing development and finance programs to help meet Portland's housing goals of providing a diversity of affordable housing types throughout the City that help support broader area and neighborhood development objectives, as well as accommodate a growing population.
- **Jobs.** PDC is responsible for developing and implementing strategies and programs that facilitate retention, growth and diversification of businesses in the City that offer quality jobs. PDC offers a variety of technical and financial assistance programs to attract new businesses to the City, as well as retain and support expansion of existing businesses.

In carrying forward our mission over the years, PDC has played a key role in some of Portland's most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Classical Chinese Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail. In neighborhoods throughout the City, PDC has assisted over 14,000 homeowners repair or purchase their homes over the past 30 years, and provides financing for over 2,000 units of affordable rental housing annually.

For more information, visit the PDC website at <http://www.pdc.us>

3.2 CONTEXT AND PROJECT BACKGROUND

The city of Portland, Oregon (the “City”) recently completed an [Economic Development Strategy](#)¹ (the “Strategy”) guiding business development for the next five years. The Strategy is meant to inform investments and guide strategic initiatives related to business attraction, retention and growth. The overarching theme of the Strategy is one of sustainability, with the ultimate goal of creating the most sustainable economy in the world.

The Strategy makes clear that while Portland has excelled at creating an enviable quality of life, it has lagged in economic growth. The structure of Portland’s economy causes it to be more vulnerable to declines in consumer spending, business investment and international trade than the nation as whole, and lags peer cities such as Seattle and San Francisco in job creation and wages. Portland’s unemployment rate exceeded 12% in March 2009, far above the national average of 8.5 percent, and the number of unemployed persons has more than doubled, from 60,000 to 140,000 over the past year.

Even during periods of strong regional employment growth, the city consistently lags in job creation; and the job growth occurring in the region happened outside downtown Portland. Between 1998 and 2006, the percentage of regional jobs located more than 10 miles from downtown increased from 23.8% to 29.4%. Over the same period, the percentage of regional jobs within three miles of downtown decreased from 27.4% to 23.4%. With the region’s workforce expected to grow at 2.4 percent annually – about six times faster than in the nation as a whole, even in the face of job declines – the need for job growth will become even more pressing.

Through the course of developing and implementing the Strategy it has become increasingly clear that entrepreneurship is a key driver of the local economy, and has the potential across industries to play an even greater role in job creation. Over 95% of Portland’s businesses have less than 50 employees, and the majority of new jobs are created by small firms either opening or expanding. Measured by new business formation, the Portland metropolitan region is ranked sixth nationally for entrepreneurial activity².

Understanding the dynamics of the entrepreneurial community in Portland can help inform policy and initiatives for maintaining and growing the city’s status as a pioneering place for business. In particular, it is important for the city to identify and track entrepreneurial activity so that it can effectively respond with the proper planning and resources for continued entrepreneurial vibrancy.

To better understand the factors influencing entrepreneurship in Portland, through this RFP, PDC is commissioning a study to detail the state of entrepreneurship in the region (the “project”). The project is intended to inform and energize the conversation about entrepreneurship in Portland and detail how the City, through its economic development efforts, can better support entrepreneurial development and activity. The project should include appropriate data to demonstrate the impact of entrepreneurship on the Portland economy, and serves as the

¹ See <http://www.pdxeconomicdevelopment.com/docs/Portland-Ec-Dev-Strategy.pdf>

² The U.S. Small Business Administration ranked the Portland MSA 6th in the nation among large MSAs for entrepreneurial activity (*Entrepreneurship in Silicon Valley During the Boom and Bust*, Small Business Research Summary, SBA Office of Advocacy, March 2007).

inaugural annual report and “scorecard” for tracking and measuring local entrepreneurial activity.

This project, “The State of Entrepreneurship in Portland, Oregon” will document the entrepreneurial ecosystem in Portland. The project must detail the strengths, weakness, opportunities and threats to being an entrepreneur in Portland. The Study will have baseline information (quantitative and qualitative) to assess the current state of the entrepreneurial climate in Portland, policy prescriptions for improving the environment for entrepreneurs and recommendations on how Portland can assist in growing small firms.

4. SCOPE OF WORK AND CONTRACT REQUIREMENTS

This section describes, at a minimum, PDC’s expectations of the successful Proposer (the “Selected Contractor”) under the contract awarded from this RFP (the “Contract”).

4.1 SCOPE OF WORK

Key services Selected Contractor shall provide PDC under the Contract include:

- Qualitative and Quantitative Analysis
- Creation of Draft and Final Study Documents and Recommendations
- Project Management
- Meetings and Presentations

Summary of Project Scope. The work to be performed under the Contract can be thought of as four inter-related efforts, each with respective deliverables and opportunities to present the work:

1. Assessment and Confirmation: Why are Entrepreneurs Important to Portland?
2. Climate for Entrepreneurs in Portland
 - a. Strengths, Weaknesses, Opportunities, Threats of Portland Entrepreneurs
 - b. Needs Assessment
 - c. Availability of Capital
 - d. Technical Resources and Best Practices for Entrepreneurial Development
3. Action Plan for Entrepreneurial Development in Portland
4. Executive Summary and Annual Report/Scorecard Template

At the end of each of these four efforts, Selected Contractor is expected to present and discuss analysis of work performed. It is expected that the first effort, “Assessment and Confirmation,” will rely heavily on quantitative data and analysis. It should set the stage for the rest of the work to be done for the project.

It is expected that the second effort, “Climate for Entrepreneurs in Portland,” will tell the story of the entrepreneurial ecosystem in Portland, and where appropriate, incorporate anecdotes, observations and other materials gathered from primary sources (e.g. serial entrepreneurs, seed and venture funds, entrepreneurial support organizations, etc.). The headings in this section of

the work below are intended to convey the range of topics to be researched and discovered; topics in the report need not be explored, nor reported upon, in that exact order.

Using the information gathered in the first two efforts – and incorporating national and international best practices – the third effort, the “Action Plan,” should detail a plan to spur, enhance and support entrepreneurial activity in Portland.

The last effort, “Executive Summary and Report/Scorecard Template,” should synthesize all of the work done on the project in an easy-to-read form with tables, graphs, and charts and provide benchmarking for research on this topic for future years.

4.1.1 Assessment and Confirmation; Explain Why Entrepreneurs are Important to Portland

The Selected Contractor will collect appropriate data and information to create a baseline assessment of entrepreneurial activity in the Portland region. The data and information will be used to benchmark Portland against a minimum of five (5) similar metro areas of the United States. These cities will be determined jointly by PDC and Selected Contractor. The Selected Contractor will document the extent that entrepreneurs impact the Portland economy, and supply context for entrepreneurial activity, including sectors where entrepreneurship is strongest.

4.1.2 Climate for Entrepreneurs in Portland

a. SWOT Analysis. The Selected Contractor will take a comprehensive look and document the strengths, weaknesses, opportunities and threats to being an entrepreneur or early stage company in Portland. The document should include a discussion of the perceived and actual disadvantages of starting a business in Portland, and barriers for entrepreneurial company growth.

b. Needs Assessment. The Selected Contractor will conduct an assessment of the needs pertaining to Portland entrepreneurs. Some of the needs to be identified and addressed include: 1) availability of talent, including management-level expertise, 2) access to markets and 3) innovation challenges. In addition to barriers, the study should document successful entrepreneurial endeavors that have occurred in Portland, and positive attributes of being an entrepreneur in the city.

c. Capital Availability. The Selected Contractor will perform or acquire an inventory of capital resources available to Portland entrepreneurs including seed, angel and venture capital. The Selected Contractor shall also quantify the scale of “bootstrapping” that is occurring by Portland entrepreneurs and early stage companies. The Selected Contractor will assess whether the available capital for firms of this type, including capital from non-institutional sources, is sufficient to fuel the growth of start-up firms in the region.

d. Technical Resources and Best Practices for Entrepreneurial Development. The Selected Contractor will document resources other than capital accessible to Portland entrepreneurs, including training, mentoring, business development and “incubator” space (broadly defined, including shared work space). The study will also identify best practices for entrepreneurial development from other cities and organizations throughout the United States. Part of this discussion should also address the roles of

higher education in entrepreneurial development and the potential for technology transfer in the Portland region.

The Draft and Final Study. The deliverable for this task is considered the “Draft Study.” PDC shall be given the opportunity to review and comment upon the Draft Study, returning to Selected Contractor a single copy of the Draft Study with all comments incorporated. The “Final Study” is the compilation of all project deliverables (Tasks 4.1.1 through 4.1.4), and must incorporate all comments provided by PDC from the Draft Study.

4.1.3 Action Plan for Entrepreneurial Development in Portland

Based on the analysis performed, the Selected Contractor will make recommendations for addressing the most significant gaps in the ecosystem for entrepreneurial development in Portland. Partnering opportunities, new initiatives or programs, policy suggestions, and funding requirements should be identified. The Selected Contractor will recommend roles and responsibilities for identified partners.

4.1.4 Executive Summary and Template for an Annual Report, with a Corresponding Scorecard

The Selected Contractor will summarize the data and information gathered in the course of performing work on this project to produce a highly-readable document, akin to an annual report, that can be repeated in future years to track entrepreneurial activity in Portland. The foundation of the annual report should be a “scorecard” with pertinent tables, graphs and other representations to tell the story of entrepreneurship in Portland. See comments about the “Final Study” in Task 4.1.2 above.

4.1.5 Project Management, Meeting and Presentations

Contractor shall provide project management services to manage and ensure completion of the project on schedule and within budget. Specific tasks and deliverables include, but are not limited to, the following:

1. Project Kick-off Meeting.

Within two (2) weeks of contract execution, Selected Contractor will meet with the PDC Project Manager and other PDC staff. **onsite** at PDC offices, to validate scope and schedule as well as discuss communications, outreach strategy, data collection and other matters regarding the work described herein.

2. Meetings and Presentation

Proposers should budget and plan for the following **onsite** meetings and presentations for the work described above. This is in addition to any time that is necessary to be in Portland to perform the necessary outreach, interviews and research to complete the project.

- Convene one (1) roundtable discussion, of approximately two (2) hours duration, with an entrepreneurial advisory group convened by PDC at PDC offices to

discuss the entrepreneurial landscape of Portland and gain insight to help inform the study

- Present summary data findings in a one-hour meeting to the entrepreneurial advisory group at PDC offices (Item 4.1.1 above)
- Present Draft Study in a one-hour meeting to the entrepreneurial advisory group at PDC offices (Item 4.1.2 above)
- Present action plan in a one-hour meeting to the entrepreneurial advisory group at PDC offices (Item 4.1.3 above)
- Present the Final Study in a one-hour meeting to the entrepreneurial advisory group at PDC offices
- Assist PDC in presenting the finished annual report in a presentation format to the Mayor’s economic cabinet in a (1) hour meeting at a location in Portland

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

4.2 PERFORMANCE SCHEDULE

The initial duration of a contract awarded from this RFP is approximately six (6) months and may be extended upon mutual written agreement of PDC and the Selected Consultant. Work is expected to be performed and deliverables provided to PDC in accordance with the following schedule:

Performance Schedule	
Tasks and/or Deliverables	Estimated Performance Period/Due Date
Anticipated Contract Execution Date	March 5, 2010
Anticipated Kick-off meeting	Two weeks after Contract Execution
Data Collection and Comparative Analysis (Task 4.1.1 above)	One month after Contract Execution
Draft Study (Task 4.1.2 above)	Three months after Contract Execution
Action Plan (Task 4.1.3 above)	Four months after Contract Execution
Final Study (Task 4.1.4 above)	Five months after Contract Execution
Annual Report and Scorecard	Seven months after Contract Execution

4.3 CONTRACT REQUIREMENTS

1. **Form of Agreement.** The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the “Contract”) with PDC. The terms and conditions that will govern the Contract can be found in Section 8 of this RFP, “Terms of the Contract.” PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon PDC’s issuance of a Notice to Proceed to the Selected Contractor.
2. **Compensation and Payment.** The “Not to Exceed” value of the awarded contract will be based on the sum of all proposed costs, including personnel hours and applicable billing

rates as well as reasonable reimbursable expenses, including travel expenses. Contractor's personnel and reimbursable expenses, up to the Not to Exceed amount, will be payable on the basis of Selected Contractor' time and materials, based on the proposed billing rates and reimbursable rate schedules. PDC 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, signed by both parties.

3. **Term.** The initial Contract term will be for a period of one (1) year which may be extended upon the mutual written agreement between the parties to the Contract.
4. **Compliance.** Before PDC will execute any Contract awarded from this RFP, successful Proposer must:
 - a) Be a legal entity that has the authority to [transact business in the State of Oregon](#)
 - b) [Obtain a City of Portland Business License](#) (if Contract exceeds \$50,000)
 - c) [Be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland
 - d) Provide adequate proof of insurance, as set forth in the "Insurance Requirements" section of this RFP.

Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term. The conditions in this section apply only to the successful Proposer and are not a condition to submit a proposal in response to this RFP. Web addresses for the links provided in this and other sections can be found in EXHIBIT A of this RFP.

5. **Contract Budget.** PDC's budget for a contract awarded from this RFP is approximately \$45,000 - \$55,000. PDC reserves the right to deem any proposal in excess of \$60,000 as non-responsive to this RFP.

4.4 WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC by Selected Contractor under the Contract must be in electronic format on CD-ROM, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (ex. Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations);
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF documents suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft, interim and final documents shall be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document, preferably on recycled paper.

5. SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. PLEASE ORGANIZE YOUR PROPOSAL CORRESPONDING TO THE ORDER OF THE SECTIONS BELOW. Responses should be of sufficient length and detail to demonstrate your understanding of the requirements described in this RFP.

All submittal requirements listed as “**Mandatory**” below must be addressed in sufficient detail in a proposal submitted in response to this RFP. PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS WILL BE CONSIDERED NON-RESPONSIVE TO THIS RFP AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

5.1 Cover Letter

(Submittal Requirement: **Not Scored, but Required**)

In a one page cover letter, provide a summary of your proposal. This cover letter should include a brief history of your firm and the services your firm proposes to provide PDC. Additionally, include the mailing address, phone and fax numbers and email address of your firm’s primary point of contact for this RFP. Finally, if your proposal is printed on recycled paper, state the post-consumer waste recycled paper content of the proposal (see “Sustainability of Proposal” section below).

5.2 Qualifications and Experience of Firm and/or its Project Team

(Mandatory Submittal Requirement: **30 Points Maximum**)

For this section also include:

1. A description of your firm’s and/or your project team’s (i.e. proposing firm and all subcontractor(s)/subconsultant(s)) experience in providing services similar to those described in this RFP.
2. Brief description of similar projects performed in the recent past that best characterize your firm’s and/or your project team’s capabilities
3. Indicate the firm’s management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
4. Any other information that you believe makes the work you propose to perform superior to that of other firms or information about your specialty or particular skill to perform a particular task
5. **List three (3) current or immediate past professional references**, for projects of similar scale and scope as described in this RFP, for PDC to contact regarding your firm’s ability to perform the services described in this RFP. Please include your reference’s company name, a contact person with phone number and email address and a description of the services provided for this reference. References may or may not be contacted at PDC’s discretion. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal.

Proposers are encouraged to form teams with other consultants to submit a proposal that most effectively leverages individual organizational strengths. To assist in the creation of project teams, Proposers should know that interested parties that “download” (not “review”) this RFP on PDC’s contract opportunities page, <http://www.pdc.us/login/welcome.asp>, are added an “interested parties list.” This list is available at any time upon email request to the Solicitation Coordinator for this RFP and contains contact information for all downloaders (firm, contact name, email address and phone number). If you wish to register as an interested party for this or any other PDC contract opportunity, you must complete the registration process on this page: <http://www.pdc.us/login/register.asp>. Per PDC’s privacy policy³, “we do not sell, rent or otherwise distribute visitor's information, including electronic mail addresses, to any outside company or organization, unless legally required to do so under Oregon Public Records Law (ORS 192.410, *et seq.*)”

Please note: If a firm intends to utilize the services of subcontractor(s) or subconsultant(s), the firm submitting the proposal will be the prime consultant for all services provided and PDC will look to that firm (i.e. the proposing firm) for the satisfaction of any and all obligations under the Contract.

5.3 Qualifications and Experience of Key Personnel (Mandatory Submittal Requirement: **20 Points Maximum**)

Provide a short but complete profile for each key individual you propose to perform specified tasks under the Contract—including their education, work history and other pertinent professional qualifications and certifications (**limit: one page per person**). Personnel résumés may be used for this section, but are not required. For this section, also provide the following:

1. Description of the Project Manager’s experience with similar projects
2. Description of any specialized skills or experience of specific staff that can contribute to the success of the project

All proposer personnel initially assigned to provide services through a contract awarded from this RFP and listed in proposer’s proposal are expected to be available during the term of the Contract. See also Section 8.28 of this RFP.

5.4 Project Approach and Methods (Mandatory Submittal Requirement: **25 Points Maximum**)

Provide a clear and concise description of the approach and methodology your firm proposes to complete all requirements listed in Section 4 of this RFP (“Scope of Work”). For each phase of work described in Section 4 of this RFP, include the following:

1. Describe your 1) proposed work tasks and activities; and 2) approach and methods that will be used to accomplish these tasks and activities

³ http://www.pdc.us/login/privacy_policy.asp

2. Describe the proposed work product or deliverable that will result from each task or activity
3. Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors (if applicable)
4. Provide a proposed schedule to complete each task and timeline for the entire project. Proposers that can exceed the performance schedule listed in Section 4.2 of this RFP (such as using pre-existing data) will be evaluated more favorably than proposers who can meet the performance schedule.
5. List any additional resources (staff time, materials, access, etc.) anticipated to be provided by PDC or other sources that will be necessary to complete this project

PDC encourages creativity and innovation for all aspects of the proposed project approach and methodology. In addition, PDC encourages proposals that make use of recent studies, inventories and analysis of the various facets of entrepreneurship in Portland to reduce the cost of this project or delivery timeline, and encourages partnerships that leverage different sources of expertise to expedite completion of the work.

5.5 **Price Proposal** (Mandatory Submittal Requirement: **20 Points Maximum**)

Propose the total estimated cost for all services to be provided under a contract awarded from this RFP.

Total estimated cost must include:

1. **Hourly rates of each proposer personnel** assigned to perform work under an awarded contract as well as the **estimated number of hours each personnel will be expected to complete each task.**
2. Any direct, indirect and **reimbursable expenses**, including travel and those of subcontractors and subconsultants. State whether reimbursable expenses will be billed at cost or cost plus a mark-up percentage.

General Pricing Instructions

- A range of hourly rates is **not acceptable**; all rates must be firm
- To facilitate evaluation, the Price Proposal should be itemized by the major task headings in Section 4.1 of this RFP, "Scope of Work"
- All unspecified costs shall be borne by Selected Contractor
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

Travel Expenses

If travel will be required to complete services on a contract awarded from this RFP, propose a summary for such travel. This summary shall include: 1) destination(s); 2) name(s) and/or title(s) of Selected Contractor personnel traveling; 3) travel days, plus days onsite; 4) cost per personnel; 5) method of local travel; and, 6) total travel cost.

Under a contract awarded from this RFP, Selected Contractor must receive prior written authorization from PDC for all such travel. All travel expenses will be billed to PDC at direct cost (i.e. without mark-up). Except for meals, PDC may request Contractor provide PDC with receipt copies of all travel expenses for which reimbursement is sought. PDC will reimburse Selected Contractor's travel expenses only when the travel is essential to the normal discharge of Selected Contractor's obligations under the Contract. Selected Contractor shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. Additionally, limit proposed travel expenses in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles*
- Hotel stay must be at moderate standard room rate
- Meals and incidental expenses (M&E) will be calculated using the current U.S. General Services Administration (GSA) [per diem rate](#) for Portland, Oregon
- Mileage for privately-owned vehicles (POV) will be reimbursed at the current [GSA mileage rate](#)
- Travel costs will be reimbursed without mark-up

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

5.6 Promotion of M/W/ESB Firms in Subcontracting Opportunities (Mandatory Submittal Requirement: 20 Points Maximum)

PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (collectively, "M/W/ESBs") in order to promote their economic success and growth. Proposers must address the following in their proposal:

1. Provide a narrative description of your firm's experience in promoting participation of M/W/ESBs as partners, subcontractors and/or suppliers on previous projects.
2. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
3. If applicable, list any M/W/ESB firms that will be used as subcontractors or subconsultants on a contract awarded from this RFP, including their [M/W/ESB certification number](#).

To be considered responsive to this RFP, Proposers must respond to this submittal requirement in some fashion, even if they have not previously subcontracted work to M/W/ESB firms and not intend to create any subcontractor relationships with these firms for the work described in this RFP.

5.7 Sustainability of Proposal
(Submittal Requirement: **5 Points Maximum**)

PDC values and is committed to practices that satisfy present needs without compromising the ability of future generations to meet their needs. Accordingly, the materials and methods used to submit a proposal in response to this RFP should meet or exceed the requirements listed in Section 6.2.4 of this RFP, "Sustainability of Proposal." **This includes the use of a) double-sided printing and recycled paper and b) exclusion of ring binders, section dividers, plastic or metallic spines and other extraneous presentation materials.** State the post-consumer waste recycled paper percentage in the cover letter of the proposal. Other than identifying the recycled paper content in the cover letter, Proposers are not required to respond to this submittal criterion in writing.

5.8 Proposer Certification
(Submittal Requirement: **Not Scored, but Required**)

Detach, complete and return Section 9 of this RFP, "Proposal Certification," with your proposal.

SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP	
EVALUATION CRITERIA	MAX. POINTS PER CRITERIA
<ul style="list-style-type: none"> • Qualifications and Experience of Firm and/or its Project Team • Qualifications and Experience of Key Personnel • Project Approach and Methods • Price Proposal • Promotion of M/W/ESB Firms in Subcontracting Opportunities • Sustainability of Proposal 	<p>30 Points</p> <p>20 Points</p> <p>25 Points</p> <p>20 Points</p> <p>20 Points</p> <p>5 Points</p>
Total Available Points	120 Points
OTHER SUBMITTAL REQUIREMENTS	
<ul style="list-style-type: none"> • Cover Letter • Proposer Certification 	<p>Not Scored, but Required</p> <p>Not Scored, but Required</p>

6. TERMS OF THIS RFP

All proposals submitted in response to this RFP are subject to the terms and requirements set forth in this RFP. All matters not specifically addressed in this RFP, or a subsequent contract entered into, shall be governed by PDC's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

6.1 Reservation of Rights. PDC, in its sole discretion, reserves the right to change, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality of any proposal; to obtain references regarding any Proposer's past performance from any source; and to negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates PDC to award a contract from this RFP.

6.2 Proposal Preparation and Submission Instructions. Proposals submitted in response to this RFP must be of sufficient length and detail to demonstrate the Proposer has a thorough understanding of the needs of the project described in this RFP.

1. Quantities of Proposals. Proposers must submit the following which must be received by PDC no later than the "Proposal Due Date and Time" (See Section 2 of this RFP) at the location listed in Section 1 of this RFP:

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

THE ORIGINAL PROPOSAL MUST BEAR AN ORIGINAL INK SIGNATURE AND MUST BE MARKED "ORIGINAL."

2. Packaging and Labeling. Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, the package or envelope must be **clearly marked** with the following:

- RFP Solicitation Number
- Proposer's name and address
- Name of the Solicitation Coordinator
- Date and time proposals are due

PDC shall not be liable for any lost, late or improperly marked proposals.

3. Form of Proposal. Proposals must be typewritten on 8.5" x 11" white paper in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted. Proposals should address the submittal requirements of this RFP in a clear, concise and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.

4. Sustainability of Proposal. Unless specifically required in this RFP, PDC strongly discourages the submission of elaborate artwork, corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. Do not use ring binders, section dividers, plastic spines or any other materials

which cannot be easily recycled. Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing at least 40% post-consumer waste content. **Double-sided printing is strongly preferred.**

6.3 Preparation Costs. PDC shall not be responsible for any costs 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.

6.4 Pre-Proposal Meeting. No pre-proposal meeting is scheduled for this RFP.

6.5 Requests for Clarification or Change. All requests for clarification or change of the Scope of Work, procurement process, contract terms, insurance requirements or any other matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for clarification or change must be received by the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the "Deadline for Questions and Requests for Changes," listed in Section 2 of this RFP.

Requests for clarification or change of this RFP must be sent by mail, email or fax to the Solicitation Coordinator identified above and must contain the following:

- RFP Solicitation Number and Title
- RFP Specification (or contract or insurance provision) being questioned
- Specific request for change or clarification

6.6 Changes to this RFP. Any change or clarification of the Scope of Work, procurement process, contract terms, insurance requirements or any other 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 issued Addendum into their final proposal. Failure to do so may cause the Proposer's proposal to be rejected. THIS RFP WILL CHANGE ONLY BY A WRITTEN ADDENDUM TO THIS RFP.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to PDC's "[RFPs/RFQs and Bid Opportunities](#)" website to check for any addenda that have been issued for this RFP. PDC may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, PDC is not required to notify interested parties by email or by any other means in the event an Addendum is issued by PDC for this RFP.

6.7 Single Point of Contact. After this RFP has been issued and before an awarded Contract has been executed, direct all questions, comments and/or requests for clarification or change regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1 of this RFP.

6.8 Prohibition of Lobbying in Support of Proposals. After this RFP has been issued and before any contract has been awarded, Proposers are cautioned not to undertake any

activity or action to promote or advertise their proposals except upon invitation by PDC in a formal interview; or to make any direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members or any PDC employee not specifically identified in this RFP by name. Doing so may be cause for proposal rejection.

- 6.9 Captions.** The captions or headings used in this RFP are for convenience and reference only and in no way modify the scope or intent of any provision contained in this RFP.
- 6.10 Public Records and Disclosure.** All proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of proposals for which the Proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims constitutes a “trade secret” must meet the requirements of ORS 192.501(2). All such sections in a proposal must be clearly marked with the following:

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

If an entire proposal is marked “Confidential,” at PDC’s sole discretion, such a proposal may be rejected as non-responsive. PDC shall not be liable for the disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFP is otherwise cancelled, proposals and evaluation results will not be made a part of the public record until after the evaluation process is complete and PDC has issued its Notice of Intent to Award.

- 6.11 Information Submitted.** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the submittal requirements contained in this RFP and PDC is under no obligation to request such information if it is not included within the Proposer's proposal. However, PDC may request individual Proposers to provide information to clarify their proposal or obtain additional information about details in their proposal.
- 6.12 Proposer Offer, Withdrawal and Modification.** Any proposal submitted in response to this RFP will be regarded by PDC as a binding offer by the Proposer for a period of ninety (90) calendar days from the date proposals are due. This period may be modified upon the mutual agreement between PDC and Proposer. Proposals may be withdrawn or modified prior to the date and time proposals are due by written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the date and time proposals are due unless agreed to by PDC in writing.
- 6.13 Investigations.** PDC reserves the right to investigate the references, financial capacity, credit history and past performance of any Proposer, including service(s) provided to PDC, with respect to Proposer’s successful performance on other projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule and within budget, and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference that may be discovered in evaluating any proposal. PDC may postpone issuance of a Notice of Intent

to Award in order to complete its investigation. PDC reserves the right to reject any proposal at any time prior to PDC's execution of a Contract in the event a Proposer's reference checks prove unsatisfactory.

- 6.14 Method of Evaluation.** After PDC opens all timely-received proposals, unless this RFP is canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria provided in this RFP. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed submittal procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. Evaluation will be based on the written information submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the Proposers to determine the "Finalist Proposer(s)." Finalist Proposer(s) will be those highest-ranked, responsive Proposers after evaluation. At its sole discretion, PDC may invite the Finalist Proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of the Finalist Proposer(s) to the anticipated project. If requested, attendance at such an interview is mandatory and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC reserves the right to re-score the Finalist Proposer(s)' proposals or to use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award decision based on the overall strength of the Finalist Proposer(s)' proposal and interview.
- 6.15 Selection Process.** PDC reserves the right to select for contract award the Proposer that offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, convenience and service to PDC.
- 6.16 Notice of Intent to Award.** After completion of the evaluation process, PDC will name an "apparent successful Proposer" and issue a "Notice of Intent to Award" a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to contract award. All competing Proposers will be notified of PDC's Intent to Award in writing, the identity of the apparent successful Proposer and will be given seven (7) calendar days to review the solicitation file at PDC offices. Appointments can be made by contacting the Solicitation Coordinator in Section 1 of this RFP.
- 6.17 Negotiable Terms and Conditions.** After PDC has issued its Intent to Award and resolved all protest matters, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize fees, scope of services and other contractual matters. All such negotiations will be minimal, expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer.

7. INSURANCE REQUIREMENTS

Prior to contract execution, Selected Contractor must furnish proof of the following types of insurance:

- 7.1 **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.
- 7.2 **Commercial General Liability (CGL)** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage as well as Selected Contractor's employee dishonesty and theft. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contractor. Additionally, **"The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees"** shall be named as Additional Insured with respect to the contractor's services to be provided under the contract. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
- 7.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

As evidence of adequate insurance coverage and prior to contract execution, the Selected Contractor must provide certificates of insurance to PDC listing the Portland Development Commission at 222 NW 5th Avenue; Portland, OR 97209 as a certificate holder. The certificates shall provide that Selected Contractor's insurance shall not be terminated or cancelled without thirty (30) days prior written notice to PDC. Insuring companies or entities are subject to PDC's acceptance and must be licensed to provide insurance in the State of Oregon. Selected Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or PDC shall not contribute to it.

8. TERMS OF THE CONTRACT

The following terms and conditions will govern the Personal Services Contract (the "contract") between PDC (called the "Commission" in this section) and the Selected Contractor (called the "Contractor" in this section). PDC reserves the right to modify any term or condition of the contract prior to execution and may terminate the contract, at its sole discretion, upon thirty (30) days written notice to the Selected Contractor. **Proposers who take objection to any of the following contract terms must raise those objections, in writing, to the Solicitation Coordinator for this RFP** and do so by the "Deadline for Questions and Requests for Changes" listed in the Section 2 of this RFP, Schedule of Solicitation and Contract Award Events.

1. Access to Records

The Contractor shall maintain, and the Portland Development Commission ("Commission" or "PDC") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2. Audits

(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.

(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

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

(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.

(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.

(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

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

9. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

10. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

11. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

12. Insurance

[Section 7 in this RFP] is hereby referenced and made a part of this contract.

13. Ownership of Work Products

All work products of the Contractor which result from this contract are the exclusive property of the Commission.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. Counterparts

This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

16. Successors in Interest

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

17. Severability

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

18. Waiver

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

19. Errors

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

20. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this contract.

21. Governing Law, Venue and Consent to Jurisdiction

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendments

The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor.

23. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

24. Prohibited Interest

- (a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- (b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.
- (c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

- (a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.
- (b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.
- (c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

26. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

- (a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.
- (b) the Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.
- (c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

27. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

28. Key Personnel

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

[Remainder of this page intentionally blank]

9. PROPOSER CERTIFICATION

**Each Proposer must read, agree to sign and return this section with their proposal.
Failure to do so may be grounds for proposal rejection.**

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- 9.1 The undersigned acknowledges receipt of Addenda Numbers ___ through ___ or N/A.
- 9.2 If awarded a contract from this RFP, prior to contract execution, Proposer agrees to satisfy all contract compliance requirements listed in Section 4.3.4 of this RFP.
- 9.3 Proposer certifies it is an independent contractor as defined by ORS 670.600 and under penalty of perjury is, to the best of the undersigned’s knowledge, not in violation of any local, state or federal tax law.
- 9.4 Proposer certifies this proposal is truthful, genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Proposer has not induced any person, firm or corporation to refrain from proposing; and Proposer has not sought by collusion or fraud to obtain for itself any advantage over any other Proposer or over PDC.
- 9.5 Proposer certifies that it has no business or personal relationships with any other company or person that could be considered an actual or potential conflict of interest to PDC, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer, commissioner or employee.
- 9.6 Proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due.
- 9.7 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, specifications, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in their proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer’s Legal Business Name: _____

Proposer’s Mailing Address: _____

EXHIBIT A. WEB-LINKS IN THIS RFP

The following web addresses are embedded in the text of this RFP:

City of Portland, Oregon; Business License Services

<http://www.portlandonline.com/omf/index.cfm?c=29554>

City of Portland, Oregon; Equal Employment Opportunity (EEO) Certification

<http://www.portlandonline.com/omf/index.cfm?c=45665&>

U.S. Federal General Services Administration; Domestic Per Diem Rates

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

Oregon Association of Minority Entrepreneurs (OAME)

<http://www.oame.org/>

PDC's Minority / Women / and Emerging Small Business (MWESB) Assistance

<http://www.pdc.us/mwesb/mwesb.asp>

PDC's Request for Proposals (RFPs) / Request for Qualification (RFQs) and Bid Opportunities

<http://www.pdc.us/login/welcome.asp>

State of Oregon; Secretary of State, Corporation Division

<http://www.filinginoregon.com/business/index.htm>

State of Oregon; Office of Minority, Women, and Emerging Small Business

<http://egov.oregon.gov/DCBS/OMWESB/index.shtml>