



PORTLAND DEVELOPMENT COMMISSION

March 26, 2007

**REQUEST FOR PROPOSALS #06-28
FOR**

International Conference Event Planner

Proposals Due: April 6, 2007 by 3:00 PM. Submit Original and 3 Copies in a sealed envelope to: Julie Hoffman, Portland Development Commission, 222 NW Fifth Avenue, Portland, Oregon 97209.

Refer Questions to: Julie Hoffman Phone No: (503) 823-3291 E-Mail: hoffmanj@pdc.us

I. ABOUT THE PORTLAND DEVELOPMENT COMMISSION

For more than four decades, the Portland Development Commission (PDC) has worked to enhance the Portland metropolitan area's livability. Created by City of Portland voters in 1958 and serving as a special purpose government, PDC serves as the City's urban renewal, housing and economic development agency. We are governed by a board of five volunteer citizens appointed by the Mayor and approved by the City Council.

PDC professionals in the fields of real estate development, finance, construction, urban planning, project management, economic and community development, architecture, law, communications and other functions are responsible for meeting our strategic objectives in three program areas.

REVITALIZATION — PDC plays a key role in stimulating and supporting physical redevelopment of industrial, commercial and neighborhood districts throughout the City 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 developments; 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. In addition to programs that help home owners purchase,

refinance or repair their homes, PDC also assists in financing larger mixed-income and mixed-use rental housing development projects.

JOBS — PDC is responsible for developing and implementing strategies that facilitate retention, growth and diversification of businesses in the City that offer quality jobs. A variety of technical and financial assistance programs exist to help 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 major role in some of Portland's most important landmarks, including Ira Keller Fountain, 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.
- In the past five years, PDC economic development programs have helped create or retain more than 10,300 jobs and various business loan programs have assisted more than 400 local business owners.

II. PROJECT SUMMARY

The Oregon Economic and Community Development Department (OECDD), Washington's Department of Community, Trade, and Economic Development, and the Portland Development Commission (PDC) will co-sponsor The Competitiveness Institute's (TCI) 2007 International Conference during the week of October 8-12, 2007 in Portland. TCI is a not-for-profit alliance of international cluster practitioners. TCI's mission is to improve living standards and the local competitiveness of regions throughout the world, by fostering cluster-based development initiatives.

TCI's Annual Conference is an opportunity to host a prestigious global economic development conference that generally attracts around 500 participants from all around the world. Approximately 60% of attendees are anticipated to attend from the host continent. Overall attendees are mainly government officials, academics, consultants and academics.

III. SCOPE OF SERVICES

The conference schedule is as follows:

MONDAY – October 8th

- Cluster tours to sites around the Portland metro area and the Seattle area (organized by Washington)
- Evening networking event at City Hall

TUESDAY – October 9th

- Cluster tours in the Portland metro area only.
- Academic Summit at Portland State University

- “Introduction to Clusters” workshop (in conjunction with annual Oregon Economic Development Association (OEDA) conference at Portland Hilton)
- Evening event at Portland State University

WEDNESDAY– October 10th

- Plenary Session
- Five breakout tracks over the remainder of the day
- Evening cultural event at PCPA

THURSDAY– October 11th

- Plenary Session
- Five breakouts for the remainder of the day
- Evening event: Gala Dinner at Portland Art Museum

FRIDAY– October 12th

- Plenary session
- Conference ends before lunch
- Board of Advisors Meeting after lunch

An events management firm is needed to provide overall support to the conference as described above. Specifically, services are needed in the following areas:

- a) Conference registration services
- b) Coordination of attendees’ sessions
- c) Print collateral design and production including name badges, directional signs, conference materials/packets, podium signs, etc.
- d) Staff assigned to pre-event planning and onsite support
- e) Staging and technical services including Audio Visual materials and equipment
- f) Logistical support at networking events
- g) Logistical support of the cluster tours (Portland only)
- h) Coordinating event security

IV. SUPPORT OR RESOURCES PROVIDED BY PDC

Catering and location of conference hotel and all evening events (including catering and location) has been secured . Content for the conference has been completed and will not be considered part of the event management responsibilities.

V. FORMAT OF ELECTRONIC PRODUCTS

Any documents provided to PDC under a contract resulting from this RFP should be in electronic format on CD or DVD, meeting the following criteria:

- Where possible, provide the native files in the original software program used (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 document suitable for print and
- Web quality (standard resolution) PDF documents suitable for posting on our website.

VII. CONTRACT REQUIREMENTS

The selected firm(s) will be invited to enter into negotiations for a contract with PDC. A sample copy of the form of contract is included as Attachment "B." This contract will stipulate the terms and conditions of the services to be provided. PDC reserves the right to change any terms and conditions of the contract prior to the execution of the contract and may terminate the contract at any time in its sole discretion, upon 30 days written notice.

VIII. INSURANCE REQUIREMENTS

Any firm selected to enter into a contract with PDC as a result of the RFP will be required to provide proof of the following insurance at time of contract execution:

- Workers' Compensation Insurance in compliance with ORS 656-017 or proof of exemption under ORS 656.027.
- Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Liability Insurance coverage shall include coverage for the indemnity required for the contract. It shall provide that **"The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees are Additional Insured"** but only with respect to the Firm's services to be provided under the contract.
- Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- Professional liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract.

IX. SPECIAL CONDITIONS

NONE

X. GOOD FAITH EFFORT (GFE) REQUIREMENTS

The Portland Development Commission seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for Commission contracts. Therefore, PDC has established an overall 20% M/W/ESB subconsultant utilization goal in awarding Professional Services contracts in excess of \$100,000. PDC encourages and supports the utilization of M/W/ESBs at both the prime and subconsulting level. By submitting a proposal for this project, firms agree to comply with the established goals and good faith efforts required as described in Attachment "C" to this solicitation.

M/W/ESB COMPLIANCE AND REPORTING - FIRST TIER SUBCONSULTANT DISCLOSURE

The required GFE documentation is included herein as an Attachment “C” to this RFP. If your company will be utilizing M/W/ESB subconsultants on the proposed project, list those firms and identify their role within the proposal using forms provided in this RFP. PDC will enforce all M/W/ESB commitments submitted by the successful proposer. All proposers shall submit **Form 2 - First Tier Subconsultant Disclosure Form**, which requires the proposer to identify the following:

- The name of all professional services subconsultants on the project.
- Identification of those firms who are certified as MBE, WBE and/or ESB. If firms have more than one certification (WBE, ESB and MBE), note each certification type on the First Tier Subconsultant Disclosure Form 2, page 4.
- The proposed scope or category of work for each professional services subcontractor.
- Other requirements as outlined in the attached GFE documents.

If the proposer will not be using any subconsultants that are subject to the above disclosure requirements, the proposer is required to indicate “**NONE**” on **Form 2, page 4** and include the form in your proposal (*additional forms NOT required if no subconsultants will be used*).

If the proposer will be using subconsultants that are subject to the above disclosure requirements, the proposer is required to complete both **Form 2** and the **Compliance Form (Form 1)** and include the forms in the proposal. PDC will review and enforce all M/W/ESB commitments submitted by the successful proposer.

XI. SUBMITTAL REQUIREMENTS

Please organize your proposal corresponding to this outline. Label each section accordingly, bind the complete document (staple OK), and on its cover clearly mark the proposer’s name, RFP number and project name. **Submit one (1) original plus 3 copies of the proposal to the Portland Development Commission as designated on the cover of this RFP.** Please Note: Facsimile (faxed) and/or e-mailed copies will not be accepted or considered.

In order to be considered for selection and possible contract, the proposal must be complete and include the following:

- A. Cover Letter:** A dated cover letter describing the firm’s background, resources and capabilities in relation to the scope of services identified in this RFP. Specifically, describe projects similar in type and scope that have been completed by the firm in the last ten years. The letter must be signed by an official of the firm who has authority to enter into a contract on behalf of the firm. The cover letter must also contain the complete name of the responding firm including any assumed business names or designations. If a proposer is owned or controlled by a parent company the name, main office address and parent company’s tax identification number shall be provided.
- B. Experience of Key Personnel:** Provide a list of and resumes for the firm’s key personnel to be used under the proposed contract. Principal(s), project manager(s) and/or technical staff must be identified. For each proposed team member, list projects of similar type and scope completed within the last five years that best characterize work quality and professional capabilities. Discuss their roles in relation to the work required.
- C. Project Approach and Schedule:** Describe the specific approach that your firm will use to undertake the scope of work as identified in this RFP. Provide an event plan to cover the items listed in the Scope of Work and anticipating the needs associated with the event. Provide information on any special or miscellaneous services offered including items such as

bilingual staff capabilities, experience in event protocol and with international participants, etc. Outline work schedule of all services proposed.

- D. References and Sample Work:** Provide a list of at least three (3) references to whom the proposer has provided similar services as those outlined in this RFP within the last five years. Include contact names, phone numbers and a short description of past services provided to the client. This requirement shall not limit in any way PDC's right to check references beyond those provided, or to refer to services previously provided to PDC by this proposer. Include at least 3 samples of print materials developed for similar events.
- E. Fees:** Provide a not-to-exceed amount for the cost of this project. Include the formula used to develop the not-to-exceed amount including hourly rates for staff members, anticipated hours for each staff member and any incidental reimbursable fees or expenses.
- F.** Provide a description of the firm's **present and proposed** efforts in promoting diversity in contracting and employment. Include information describing methods used to recruit and employ a diverse staff and efforts to utilize Oregon State certified Emerging Small Business (ESB), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) subcontractors and suppliers.
- G. Submit Good Faith Effort Documentation(see Section X above):**
- Good Faith Effort First Tier Subconsultant Disclosure (Form 2). If subconsultants will be used, the form must be completed and signed (Compliance Form 1 will also be required). If subconsultants will not be used, the form must indicate "NONE" .
 - Compliance Form (Form 1). This form must be completed if subconsultants will be used.

XII. PROPOSAL SUBMISSION

Sealed proposals must be received at the PDC office, 222 NW 5th, Portland, OR 97209 no later than the date and time designated on the cover of this RFP. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the proposer. Responses received after the specified time or date may not be considered and may be returned to the proposer unopened.

In the interest of The City of Portland's Sustainable Paper Use Policy and sustainable business practices in general, PDC encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. PDC discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation.

XIII. SELECTION CRITERIA AND PROCESS

Selection will be based on an overall evaluation and assessment of the information submitted in the proposal, including the factors listed below. Interviews with those most qualified may be conducted as a final measure of qualifications at the sole discretion of PDC. PDC reserves the right to retain an outside third party to assist with screening and evaluation of proposals.

Selection criteria of the proposals and any oral interviews (if conducted) will include the following items and points as indicated:

A. General Experience – 50 points

Evaluation of demonstrated experience and ability to provide services as identified in the Scope of Services. Includes experience; qualifications and certifications of key staff identified in the proposal; quality and relevance of submitted samples; and projects similar in type and scope that have been completed by the firm in the last ten years. Previous experience with Commission projects is not a requirement, but proposal should exhibit familiarity with Commission's mission, focus and typical project types.

B. Project Approach and Schedule – 30 points

Evaluation points will be awarded based on submitted project approach and the proposed project schedule.

C. Operational Capabilities and References – 40 points

Proposal will be evaluated for management and organizational capabilities, particularly regarding staff responsiveness and resources to meet the project timeline and provide the services required in the scope of services section of the RFP and feedback from any referenced contacts

D. Proposed Fee Structure – 15 points

The submitted fee structure will be compared to fee schedules proposed by other firms and evaluated on information available regarding current market costs for comparable services as determined by PDC.

E. M/W/ESB Subcontractor Utilization Plan – 25 points

Successful firms should demonstrate recruitment plans in place to promote workforce diversity and utilization of the State of Oregon certified M/W/ESB subcontractors. Efforts made toward maximizing M/W/ESB firms as subcontractors on the specific project covered by the RFP will also be taken into consideration as part of the evaluation criteria.

All proposers are encouraged to do one or more of the following to learn more about the M/W/ESB program:

- a) View OMWESB website for a list of State certified M/W/ESB firms at <http://egov.oregon.gov/DCBS/OMWESB/>
- b) Contact the M/W/ESB Team at PDC for assistance: John Classen (503) 823-3667 or log on to our website at <http://www.pdc.us/mwesb/mwesb.asp> to learn more about some of the community resources available to assist you in identifying potential subcontractors or subconsultants for your team

XIV. TIMELINE FOR SOLICITATION AND SELECTION

The following is the schedule for this RFP process:

- PDC issues RFP March 26, 2007
- Final day for questions regarding RFP April 2, 2007
- Proposals due to PDC April 6, 2007, 3:00 PM
- PDC issues Notice of Intent to Award April 11, 2007_(tentative)
- Contract effective date (upon execution of all parties) May 1, 2007 (tentative)

XV. ATTACHMENTS

Attachment "A" – Personal Services Request for Proposal General Instructions and Conditions

Attachment "B" – Form of Personal Services Contract

Attachment "C" – Good Faith Effort Documentation (is contract is anticipated to be over \$100K)

ATTACHMENT A

PERSONAL SERVICES REQUEST FOR PROPOSAL GENERAL INSTRUCTIONS AND CONDITIONS

ADDENDUM – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. PDC is not responsible for any explanation, clarification or approval made or given in any manner except via an addendum. Oral instructions or information concerning the RFP given by managers, employees or agents to prospective proposers shall not bind PDC. All binding responses or information must be from PDC in writing.

CANCELLATION – PDC reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate PDC to award a contract.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

CITY OF PORTLAND BUSINESS LICENSE – Selected consultant shall obtain a valid and current City of Portland Business license prior to contract execution.

CLARIFICATION OF REQUEST FOR PROPOSAL- Proposers who request a clarification of this RFP must submit questions in writing to the person(s) shown in the "REFER QUESTIONS TO" section on the cover of this RFP, or present them verbally at a scheduled pre-submittal conference, if one has been scheduled. PDC must receive written questions no later than the final date for questions as stated in this RFP. PDC will issue a response in the form of an addendum to this RFP if a substantive clarification is required.

INVESTIGATION – The proposer shall make all investigations necessary to inform it of the service(s) to be performed under this RFP.

SPECIAL CONDITIONS- If "Special Conditions" are specified in this RFP, such special conditions shall take precedence over any conflicting conditions listed under these "Personal Services Request for Proposal General Instructions and Conditions."

COST OF PROPOSAL- This RFP does not commit PDC to pay any costs incurred by any proposer in the submission of a proposal, in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the RFP.

LATE PROPOSALS- Proposals received after the scheduled closing time for filing will be returned to the proposer unopened unless PDC in its discretion determines that the late submittal does not compromise the integrity of the competitive bidding system.

REJECTION OF PROPOSALS- PDC reserves the right to reject any or all proposals if found in PDC's best interest to do so.

RESPONSE MATERIAL OWNERSHIP – All material submitted regarding this RFP shall become the property of the Portland Development Commission. Proposals may be reviewed by any person after the Notice of Intent to Award letter has been issued.

PROTEST OF SOLICITATION DOCUMENTS – Any prospective proposer can protest this RFP. The protesting party must provide a detailed written statement outlining all elements of the protest at least five (5) days before the date responses are due. The PDC Purchasing Manager may, at her discretion, issue an addendum or cancel this RFP.

PROTEST OF CONTRACT SELECTION – Any proposer may protest the award of the contract. The protesting party must provide a detailed written statement outlining all elements of the protest. The PDC Purchasing Manager must receive any or all protests within five (5) calendar days after the proposer knows, or should have known, that PDC intends to enter into a contract with another proposer. A contract cannot be awarded until the time for protests and any ensuing administrative appeals process has lapsed or been completed.

PDC reserves the right to analyze, examine and interpret any proposal for a period of not more than ninety (90) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a ninety (90) day acceptance period.

CONFLICT OF INTEREST - A proposer filing a proposal thereby certifies that no officer, agent or employee of PDC who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of PDC, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same RFP, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFIDENTIALITY – Any documents submitted to PDC, either in hard copy or electronically, shall become a public record and may be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192.410 - 192.205). Any portion of a proposal submitted to PDC that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) or ORS 192.502(4) respectively, as determined by PDC.

MINOR IRREGULARITIES - PDC Purchasing Manager has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process, as determined to be in the best interest of PDC.

DISCLOSURE – No proposals or evaluation scores will be released until after the evaluation process is complete and notice of intent to award is issued or the RFP is otherwise cancelled.

RFP INSPECTION OF REFERENCED DOCUMENTS – PDC will make available for review and inspection at its office, during regular business hours, copies of all referenced documents in this RFP. Requests for copies of inspected materials will be processed as staff time allows and expense of copies will be the sole responsibility of requestor.

PROHIBITION OF LOBBYING IN FAVOR OF PROPOSALS – Commencing with the issuance of the RFP, proposers or others acting on behalf of a proposer are cautioned not to undertake any activities or actions to promote their proposals. Proposers or others acting on behalf of a proposer shall not make direct or indirect contact with members of PDC, other City employees, or others to promote their proposals. Violation of this requirement may, in PDC's discretion, be grounds for disqualifying the proposer from further consideration.

These "Professional Services Request for Proposal "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

CONTRACT NO. _____

PERSONAL SERVICES CONTRACT
SHORT TITLE OF WORK PROJECT: _____

This contract is between the Portland Development Commission, hereafter called "Commission" or "PDC," and Click Here and Type, hereafter called "Contractor." The Commission's Project Manager for this contract is Click Here and Type.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on Click Here and Type.

Statement of Work

- (a) The scope of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
(b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) Commission agrees to pay Contractor a sum not to exceed Click Here and Type for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A.
(b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4 are incorporated herein and a part of this contract.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Firm Name (please print): _____
Address: _____
Social Security #: _____
Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____
Citizenship: Nonresident alien ___ Yes ___ No
Business Designation (check one): ___ Individual ___ Sole Proprietorship ___ Partnership ___ Corporation
___ Limited Liability Co (LLC) ___ Estate/Trust ___ Public Service Corp. ___ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____
Authorized Signature _____ Date _____
Print Name & Title _____

PORTLAND DEVELOPMENT COMMISSION SIGNATURES

Approved by: _____
Name & Title _____ Date _____

Approved as to form
by Legal Counsel: _____
Date _____

PORTLAND DEVELOPMENT COMMISSION
STANDARD CONTRACT PROVISIONS FOR
PERSONAL SERVICES CONTRACTS (MANDATORY PROVISIONS)

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

Attachment B, SAMPLE CONTRACT

(a) 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.

(b) Subcontractors approved by the Commission Project Manager:

1. Name: [Click Here and Type](#) Address: [Click Here and Type](#)
2. Name: [Click Here and Type](#) Address: [Click Here and Type](#)

9. Compliance with Applicable Law

In connection with its activities under this contract, Contractor shall comply with all applicable federal, state and local laws and regulations.

9a. 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.

9b. 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.

9c. 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.

10. Insurance

EXHIBIT B is hereby referenced and made a part of this contract.

11. Ownership of Work Product

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

Attachment B, SAMPLE CONTRACT

17. 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.

18. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

19. Amendments

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(i) EXHIBIT A

**SCOPE OF WORK
BILLING AND PAYMENT PROCEDURE**

I. SCOPE OF WORK:

II. BILLING AND PAYMENT PROCEDURE:

- a. The Contractor shall submit to the Commission for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:
 - Invoice date
 - Number of hours worked on the project
 - Billing rate applied
 - Contract number
 - Description of reimbursable items
- b. The form shall be determined by the Commission Project Manager. Invoices may be submitted monthly, or at such other interval as is specified by the Commission Project Manager.
- c. The Commission shall process payment in its normal course and manner for accounts payable, **NET 30 DAYS**. Discounts offered by the Contractor for earlier payment are encouraged, but the Commission shall not be obligated to make payment in less than 30 days from the date the invoice is received.

III. FORMAT OF ELECTRONIC PRODUCTS

Any documents provided to PDC under this contract should be in electronic format on CD or DVD, meeting the following criteria:

- Where possible, provide the native files in the original software program used (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 document suitable for print; and
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft documents should be forwarded in Microsoft WORD where possible.

Attachment B, SAMPLE CONTRACT

EXHIBIT B

INSURANCE

The Contractor’s insurance shall be primary insurance, and any insurance or self insurance maintained by the City and/or PDC shall not contribute to it. During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

- 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. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

Required and attached or Contractor is exempt. Certified by Contractor: Signature/Title

The Commission must specify required insurance below:

- 2. Commercial General Liability insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this contract. The coverage shall name "The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees" as Additional Insured with respect to the Firm’s services to be provided under the contract.

Required and attached or Waived by Finance Director:

- 3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached or Waived by Finance Director:

- 4. Professional Liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm’s acts, errors or omissions in any way related to this contract.

Required and attached or Waived by Finance Director:

- 5. On All Types of Insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the Commission.

- 6. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates to the Commission at the time contractor returns signed contracts. The General Liability certificate shall provide that the Commission, the City of Portland, and each of their respective agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the Commission. Insuring companies or entities are subject to Commission acceptance. If requested, complete copies of the insurance policy shall be provided to the Commission. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

PORTLAND DEVELOPMENT COMMISSION

**GOOD FAITH EFFORT PROGRAM
FOR PROFESSIONAL SERVICES****1. PURPOSE OF THE PROGRAM**

The Portland Development Commission (the "Commission") has a compelling interest to ensure that our contracts provide employment opportunities for minority, women, and emerging small businesses in order to promote economic growth, to increase capacity and to expand competition in the market. **Therefore, if you have not achieved the 20% M/W/ESB (Minority-Owned Business, Women-Owned Business and Emerging Small Business) Utilization goal, the consultant is required to submit proof showing that good faith has been made to contract with M/W/ESB subconsultants. The 20% utilization is based on PDC's contracting funds. If there will be no subcontracting opportunities, form two (2) must be submitted stating "NONE".**

2. EFFORTS REQUIRED REGARDING M/W/ESBs

Consultants are required to make good faith efforts to contract with M/W/ESB firms for each division of work to be performed by a subconsultant.

Consultants are not required to contact M/W/ESB firms for any division of work that will be performed by the consultants own employees.

These requirements are contractual obligations and are included in the contract. Failure to comply may result in a finding of breach of contract, disqualification of the consultant to submit on future Requests for Proposals (RFPs), or a claim for damages.

Who to contact

For *each* division of work identified that will be performed by a subconsultant, the Consultant must contact:

A minimum of three (3) M/WESB firms from the Office of Minority, Women and Emerging Small Business Certification list must be contacted in each division of work identified for subconsulting. If there are fewer than 3 firms for a particular division of work, *all* of the consultants in that division must be contacted.

How to contact

First Contact: Consultants shall contact M/W/ESB subconsultants by letter, fax or E-mail to advise them of potential subconsulting opportunities. Contact must be made early enough to allow the M/W/ESB subconsultant sufficient time to prepare and submit a proposal.

Follow-up: Consultants shall follow up with telephone calls to each M/W/ESB firm contacted to determine if a proposal will be submitted or if further information is required. A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not submit a proposal on this project.

What information must be provided:

Consultants must provide project information, including dates and times of proposals due, to M/W/ESB firms. Sufficient proposal preparation time must be given to subconsultants to allow for equal proposal opportunities.

3. SUBSTITUTION OR ADDITION OF SUBCONSULTANTS

The Prime Consultant will not be permitted to substitute a new subconsultant for an M/W/ESB subconsultant without the written consent of the Commission's Contracts Compliance Manager.

If any subconsultant is added or replaced after the contract is signed with the Commission, the Consultant shall make good faith efforts to contract with an M/W/ESB for the work to be performed by that subconsultant. Documentation of these efforts is required, and must be submitted to the Commission upon request. If the Consultant finds cause to replace an MBE or WBE subconsultant, the Commission strongly encourages substitution with either an MBE or WBE. The Consultant shall report substitutions to the Commission for the purposes of tracking and reporting overall M/W/ESB utilization.

4. DOCUMENTATION OF GOOD FAITH EFFORTS

The following documents shall be submitted: With the proposal on date and time RFP/RFQ is due to Portland Development Commission, 222 NW 5th Ave., Portland, OR 97209

FIRST TIER SUBCONSULTANT DISCLOSURE FORM (FORM 2) Submit signed
If there will be no subconsulting on the project, submit the form stating "**NONE.**"

COMPLIANCE FORM (FORM 1) Submit signed if there will be subconsulting on the project.

If unable to meet the 20% M/W/ESB requirement, the following forms are due prior to the first contract payment.

- Log of contacts with M/W/ESB firms (FORM 3) Submit a completed log of contacts with M/W/ESB firms on FORM 3 (or equivalent).
- Copy of letter, email or fax sent to M/W/ESB firms. Submit one copy of the letter, email or fax sent to M/W/ESB firms to solicit bids for this project. If more than one form of letter, email or fax was sent, submit a copy of each form sent.
- List of M/W/ESB Bids (FORM 4): Submit FORM 4 (or equivalent) providing the requested information.

Documentation to be submitted during project:

- Updated Good Faith Effort First Tier Subconsultant Disclosure (FORM 2): After the Good Faith Effort First Tier Subconsultant Disclosure (Form 2) has been submitted, any additional subconsulting, deleted subconsulting or adjustments to contracts greater than 20% must be reported on an updated Form 2.

Documents to be submitted upon project completion:

- Final Subconsultant Utilization Report (FORM 5) All subconsultants shall be reported on the form as well as contract amounts.

5. OPTIONAL GOOD FAITH EFFORTS

Consultants should also consider efforts such as:

1. Advertisements in M/W/ESB newspapers.
2. Alternative methods of participation in Minority, Women or Emerging Small businesses through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.

To verify M/W/ESB certification or to receive information on obtaining names of certified firms contact:

Office of Minority, Women, and Emerging Small Businesses
State of Oregon, Executive Department
(Information is also on the OMWESB web site)
www.cbs.state.or.us/omwesb/
(503) 823-3667 Fax# 503 823-3368
Portland Field Office (503) 887-4349
Salem Office (503) 947-7922

COMPLIANCE FORM (FORM 1)

By signing this document Consultant hereby certifies and understands that:

1. It has not discriminated against any M/W/ESB firms in awarding subcontracts for this project and will not do so in the future.
2. The good faith effort requirements are contractual obligations that must be fulfilled whether or not listed on this form.
3. All proposers must submit Compliance Form 2 with the bid, indicating "NONE" if no subconsultants will be used. Failure to submit this form may result in proposal rejection.
4. If unable to meet the 20% M/W/ESB goal, Compliance Form 3 and Compliance Form 4 and copy of the letter or fax sent to M/W/ESB firms are due prior to first payment.
5. Additional documentation to verify or clarify good faith efforts must be provided upon request.
6. After the First Tier Subconsultant Disclosure (Form 2) has been submitted, any additional subconsulting, deleted subconsulting or adjustments to contracts greater than 20% must be reported on an updated Form 2.
7. Form 5, the Final Subconsultant Utilization Report, shall be provided upon completion of project.
8. Replacement of a M/W/ESB subconsultant before contract award or during contract performance without a) obtaining the prior written consent of the Contract Compliance Coordinator and b) subsequent good faith efforts in selection of a replacement, is prohibited and a breach of contract.

And, Executes this Compliance Agreement as:

Company Name _____

Address _____

Phone _____ FAX _____

By _____	_____	_____
Signature of Authorized Owner or Representative	Title	Date

Print Name _____

Contact for Report Questions _____ Phone _____

**GOOD FAITH EFFORT
FIRST TIER SUBCONSULTANT DISCLOSURE
(FORM 2)**

Consultant Name _____ Total Contract Amount \$ _____

Project Name _____ Date _____

We have elected to subcontract work in the following areas to the following subconsultants. List ALL subconsultants (including M/W/ESBs), their telephone numbers, the type of work to be done and the dollar amount of the subcontract.

Subconsultants (Please Print)	Scope of Work	Dollar Amount Of Subcontract	Certified Firms M/W/ESB Yes/No		
			MBE	WBE	ESB
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		

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

Total Amount of M/W/ESB subcontract dollars \$ _____
 Total bid \$ _____
 M/W/ESB as a percent of the total bid \$ _____
 (goal = 20%)

FAILURE TO SUBMIT THIS FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE SHALL RESULT IN BEING NON-RESPONSIVE AND THE PROPOSAL MAY BE REJECTED.

 Signature Date

**GOOD FAITH EFFORT
FIRST TIER SUBCONSULTANT DISCLOSURE (FORM 2)**
(Additional Page To Be Used as Needed)

Subconsultants (Please Print)	Scope of Work	Dollar Amount Of Subcontract	Certified M/W/ESB Yes/No		
			MBE	WBE	ESB
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		
Name Address City/St/Zip Phone#					
			Cert#		

FINAL SUBCONSULTANT UTILIZATION REPORT
(FORM 5)

Project Name _____ Consultant _____

Contract Amount \$ _____ Report Dates (Project Beginning & Ending) _____

List All Subconsultants	MBE, WBE, OR ESB Certification #	Scope of Work	Original Subcontract \$Amount	Changes To The SubContract Amount	Total SubContract \$Amount	12 Comments

Please Note: Instructions for completing this report are attached.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Consultant Representative

_____ Date _____

INSTRUCTIONS FOR COMPLETING THE FIRST AND FINAL SUBCONSULTANT UTILIZATION REPORT

1. **PROJECT NAME:** Enter the name of the project as shown on the contract document.
2. **CONSULTANT:** Indicate the name of the consultant.
3. **CONTRACT AMOUNT:** Indicate the total dollar amount of the contract.
4. **REPORT DATES:** Indicate the beginning date of the project and the end date on the final utilization report.
Example: 1/1/03 thru 1/31/05.
5. **SUBCONSULTANT NAME:** List the names of **all** subconsultants having performed work on this project during the reporting period.
6. **STATUS:** Indicate the appropriate M/W/ESB status of each consultant listed in item 6. Enter State M/W/ESB Certification number. **Note:** Designations should be consistent with how firms were certified by the state at time of contract award. Only one designation may be used for credit and will be applied accordingly. Leave blank for non certified firms.
7. **SCOPE OF WORK:** Briefly describe subconsultants work. Example: Environmental Services, Graphics, Architectural Services etc.
8. **ORIGINAL CONTRACT AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
9. **CHANGES TO CONTRACT:** Indicate the cumulative dollar value of any changes to subcontracts. Additions to the contract should be shown using a plus sign in front of the amount and reductions in contract amounts using the minus sign. Examples: additions +\$3,050.50, reductions -\$3,050.50. Also please explain any changes in space provided for comments.
10. **(Form 2):** After the Good Faith Effort First Tier Subconsultant Disclosure (Form 2) has been submitted, any additional subconsulting, deleted subconsulting or adjustments to contracts greater than 20% must be reported on an updated Form 2.
11. **TOTAL SUBCONTRACT AMOUNT:** This amount should be the total dollar value (current contract amount) plus or minus changes indicated in column 10.

Verification of M/W/ESB certification or information on obtaining names of certified M/W/ESB firms may be obtained from:

Office of Minority, Women and Emerging Small Business
State of Oregon, Executive Department
www.cbs.state.or.us/omwesb/

Phone (503) 887-4349 Portland Field Office
Phone (503) 947-7922 Salem Office

For additional information:
John Classen, Program Specialist
Portland Development Commission
222 NW 5th Ave.
Portland, OR 97209

Phone: 503-823-3667
Fax: 503-823-3368
e-mail classenj@pdc.us