



**REQUEST FOR PROPOSALS #08-26 FOR  
STRATEGIC COMMUNICATIONS AND BRANDING FOR  
SUSTAINABLE ECONOMY INITIATIVES**

**PROPOSALS DUE: MAY 1, 2009  
BY 3:00 PM (Pacific Time)**

**Deliver Proposals and Direct All Questions To:**

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

222 Northwest Fifth Avenue  
Portland, Oregon 97209

(503) 823-3291 (office)  
(503) 865-3738 (fax to email)  
[sperod@pdc.us](mailto: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 solicitation.

## I. REQUEST FOR PROPOSALS INFORMATION

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Request for Proposals Title: **Strategic Communications and Branding for Sustainable Economy Initiatives**  
Solicitation Number: **RFP # 08-26**  
Solicitation Coordinator\*: **Daniel Spero, CPPB; Senior Procurement Specialist**  
Solicitation Coordinator Phone: **(503) 823-3291** (office)  
Solicitation Coordinator Fax: **(503) 865-3738** (fax to email)  
Solicitation Coordinator Email: [\*\*sperod@pdc.us\*\*](mailto:sperod@pdc.us)

Proposal Delivery Location\*\*: **Portland Development Commission**  
**222 NW 5th Avenue**  
**Portland, OR 97209**

**\* All questions regarding this RFP must be directed 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.**

The PORTLAND DEVELOPMENT COMMISSION ("PDC" or "Commission"), the urban renewal agency for the City of Portland, Oregon is seeking competitive proposals from qualified and experienced firms for the provision of strategic communications and branding for initiatives related to sustainable economy, further described in this Request for Proposals (the "RFP").

PDC intends to award an exclusive contract to the successful Proposer in connection with this RFP.

## II. SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

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

Request for Proposals Issued	April 14, 2009
Pre-Proposal Meeting	<i>Not applicable.</i>
Deadline for Proposer Questions and Request(s) for Change(s)	April 22, 2009
<b>Proposal Due Date and Time</b>	<b>May 1, 2009</b>
Evaluation Period, Ending ( <i>tentative</i> )	May 12, 2009
Notice of Intent to Award, Issued ( <i>tentative</i> )	May 13, 2009
Deadline for Protest of Intent to Award	<i>Seven (7) calendar days after Notice of Intent to Award</i>
Anticipated Contract Execution Date ( <i>tentative</i> )	June 1, 2009

**NOTE: NO pre-proposal conference or meeting is scheduled for this solicitation.**

### III. PROJECT BACKGROUND

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#### A. Overview

Through this RFP, PDC is soliciting competitive proposals from individuals, firms, teams and/or consultants (“Proposer(s)”) with demonstrated experience in strategic communications planning, marketing, branding and collateral development for the purpose of entering into a contract with the successful Proposer to develop brands for three (3) sustainability-related initiatives (the “Initiatives”):

1. Portland + Oregon Sustainability Institute (“the **Organization**”)
2. Oregon Sustainability Center (“the **Center**”)
3. Oregon Sustainable Economy Network (“the **Network**”) and **PDX Lounge**, a sub-initiative of the **Network**

The **Organization**, the **Center** and the **Network** are in various stages of program development. All three have fundamental branding needs, and the **Center** has an immediate need for a communications strategy. Primary stakeholders include Portland Development Commission (“PDC”), Portland Bureau of Planning and Sustainability (“BPS”) and the Portland + Oregon Sustainability Institute (the “**Organization**”).

#### B. Organizational Linkages and RFP Intent

1. The **Organization** was initiated in 2008 to advance the Portland region’s global sustainability leadership and build a sustainable regional economy that combines business innovation, quality of life and environmental performance.
2. The **Organization** is partnering with the City of Portland, Oregon (“City”); PDC; the Oregon University System (“OUS”); and Oregon Living Building Initiative (“OLBI”), a consortium of leading non-profits and businesses, to develop the **Center**, a 220,000 square foot “[living building](http://www.cascadiagbc.org/lbc)” (<http://www.cascadiagbc.org/lbc>), to be built in downtown Portland, Oregon, pending the results of an ongoing feasibility study.
3. The **Center** is intended to become the region’s global green economy portal to accelerate business opportunities for Oregon’s sustainable industries; provide a home for cross-sector strategic collaboration, education and training; and test and monitor long-term performance of new green building technologies and practices.
4. A partnership between the **Organization**, PDC and BPS, the **Network** is a formal business-to-business coalition and branding strategy for emerging Portland-area sustainable industry clusters, including clean energy and green development. A complete list of sustainable industry clusters can be found in Section X (D) of this RFP.
5. **PDX Lounge** is a partner brand of the **Network**, not an independent Initiative. **PDX Lounge** is a well-recognized brand among the green building community in the region, and has traveled to green development trade shows throughout the country. **PDX Lounge** will continue to travel as a regional brand vehicle, but its audience is growing to include all of the region’s sustainable industries, not just green development. The logo and graphics associated with **PDX Lounge** need an update to reflect this new, larger audience. Naming and message development are *not* required for **PDX Lounge**.

The intent of the work performed under a contract awarded from this RFP is to build a unified branding framework for the three interrelated Initiatives. To different degrees, the goal of these three Initiatives is to promote collaboration and creativity among seemingly competitive

organizations. The successful Proposer will build on this goal by demonstrating an ability to organize a collaborative and robust team.

A more thorough description of the **Organization**, the **Center** and the **Network** can be found in Section X of this RFP.

### **C. A Note about the Budget**

PDC has limited funding for this project. Travel expenses will not be reimbursed. PDC requires weekly meetings for the duration of work performed under this contract. These meetings must be held on-site at PDC or a mutually-agreeable local location that is geographically convenient for PDC staff and stakeholders (i.e. downtown Portland). From week to week, depending on the project phase and status of deliverables, PDC and the Selected Consultant may agree to change the weekly meeting schedule.

Additionally, PDC has capped the maximum expenses per Initiative at the following sums:

1. The **Organization** and the **Network**: \$30,000
2. The **Center**: \$50,000  
(Total Contract, \$80,000)

If Proposers do not believe these amounts are sufficient to satisfy the full Scope of Work described in Section IV below, PDC invites Proposers to most effectively propose deliverables or work products (as well as tasks and activities required to produce these deliverables) for each Initiative within these budget limits. This may require Proposers to propose creative or innovative solutions and recommendations to most effectively meet the requirements and objectives described in Section IV of this RFP below.

## IV. SCOPE OF WORK, PROJECT SCHEDULE & CONTRACT REQUIREMENTS

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This section describes **at a minimum** what PDC expects of the Proposer selected for contract award from this RFP (the “Selected Consultant”).

### A. Scope of Work

For each the **Organization**, the **Center** and the **Network**, the Selected Consultant shall provide:

1. **Background Research & Project Management**
2. **Naming**
3. **Message development**

For each the **Organization**, the **Center**, the **Network**, and its related brand **PDX Lounge**, the Selected Consultant shall provide:

4. **Design of Logo and Graphics**

In addition to the services described above, for the **Center** (only), the Selected Consultant shall provide:

5. **Communications Strategy and Collateral Development**
6. **Website Development**

The Selected Consultant will have a primary point of contact at PDC (“PDC Project Manager”), but will be expected to work closely with stakeholders of each Initiative. PDC will also have two decision-making groups for the various project phases described below, which will likely have some overlapping personnel; one group for tasks described in Section IV (A) (1) – (4) below and another group for tasks described in Section IV (A) (5) – (6) below.

To simplify this Scope of Work, PDC has identified the Initiatives requiring strategic communication and branding needs below the task heading in the sections below (e.g. “Naming”). If an Initiative is identified below for that task, that section should be read as applicable for each Initiative, separately. For instance, the activities listed in the “Naming” section below apply for each the **Organization**, the **Center** and the **Network** (which require 2-4 name recommendations per Initiative or 6-12 total names; i.e. 3 Initiatives times 2-4 names per Initiative).

### 1. Background Research & Project Management

*(for each the **Organization**, the **Center** and the **Network**)*

- a) **Research.** Selected Consultant will review all background materials provided by PDC to more fully understand the project and communication needs of the **Organization**, **Center** and **Network**.
- b) **Kick-off Meeting & Schedule.** Selected Consultant will meet with project stakeholders within one (1) week of contract execution to present a timeline and work plan for the duration of services. The timeline and work plan will outline a series of meetings to discuss project background and development of deliverables.
- c) **Coordination.** Selected Consultant will coordinate with consultants working on strategic visioning for the **Organization** and with consultants studying the feasibility of the **Center**. PDC Project Manager will help coordinate up to 4 meetings as appropriate and useful.

- d) **Project Management.** Selected Consultant shall provide project management services to manage and ensure completion of the project on schedule and within budget. Selected Consultant shall provide a single point of contact for PDC Project Manager to contact regarding project status, issues, schedule and logistical matters related to the work.

## **2. Naming**

*(for each the **Organization**, the **Center** and the **Network**)*

- a) Selected Consultant will present 2-4 name recommendations to stakeholders within three (3) weeks of contract execution. Name recommendations must be available legal or trade names. Stakeholders will provide feedback for further name development.
- b) Within five (5) weeks of contract execution, Selected Consultant will present up to 2-3 refined name recommendations to stakeholders. Stakeholders will select one of the recommended names for use.

## **3. Message Development**

*(for each the **Organization**, the **Center** and the **Network**)*

- a) Selected Consultant will identify 3-4 target audiences for message development in a written document (approximately 1-2 pages), presented to the PDC Project Manager within two (2) weeks of contract execution.
- b) For each target audience approved by the PDC Project Manager and stakeholders, the Selected Consultant will draft key messages for 3-5 communications points. Selected Consultant will provide these to the PDC Project Manager in a written document (approximately 4-6 pages) for stakeholder review and feedback within three (3) weeks of contract execution.
- c) Upon receipt of feedback, Selected Consultant will further refine the messaging until the document is approved for future use by PDC Project Manager. Messaging is expected to be approved for use within five (5) weeks of contract execution.

## **4. Design of Logo and Graphics**

*(for each the **Organization**, the **Center**, the **Network** and **PDX Lounge**)*

- a) Within three (3) weeks of contract execution, Selected Consultant will present to PDC Project Manager and stakeholders 10-15 sketches of potential logos, each with an accompanying style guide to define use of color, font and logo on official documents (e.g. letterhead, business cards, etc.). Stakeholders will select three (3) unique designs for further development.
- b) Selected Consultant will generate multiple renderings for each of the three (3) identified logo designs. Along with each design, Selected Consultant will create 1 to 2 draft sample pieces of collateral using the style guide to show use of color, font and logo on official documents. Within five (5) weeks of contract execution, Selected Consultant will present the four (4) refined logo designs and accompanying style guides and sample collateral to stakeholders, who will choose one final package.
- c) Selected Consultant will further refine the chosen logo and style guide until they are approved for future use by PDC Project Manager. The logo and style guide are expected to be approved for future use within eight (8) weeks of contract execution.

## 5. Communications Strategy and Collateral Development

*(for the Center only)*

- a) **Communications Strategy, Criteria.** Selected Consultant will create a draft communications strategy and recommend collateral for development in a written document (approximately 8-9 pages) within four (4) weeks of contract execution. The draft communication strategy must include, but not be limited to, the following elements or requirements:
  - i. Must be comprehensive and define communications goals and objectives as they relate to key audiences.
  - ii. Must incorporate, but not be limited to, aspects of public affairs, media relations, marketing and web and collateral development.
  - iii. Must leverage and integrate, as useful, existing communications supporting the **Center**.
  - iv. In addition to a public website, Selected Consultant will recommend 3-4 pieces of collateral for development. This collateral will be used to aid high-priority communications needs, and could include a pitch book or a presentation template to use during the funding process.
  - v. In their proposal, Proposers must quote projected budget and timeline for each collateral recommendation\*.
  - vi. Stakeholders will review the draft communications strategy and recommended pieces of collateral, and choose up to two (2) of the recommended pieces of collateral for design, validating the timeline for completion.
- b) **Communications Strategy, Development.** Selected Consultant will refine the draft communications strategy and begin work on design of the selected pieces of collateral.
  - i. Within two (2) weeks of stakeholder's review of the draft communications strategy, Selected Consultant will present a refined communications strategy to stakeholders.
  - ii. Selected Consultant will continue to refine the communications strategy until approved for use by PDC Project Manager.
- c) **Collateral Development.** Selected Consultant will begin work on the design of the selected pieces of collateral.
  - i. Within four (4) weeks of stakeholder's selection of the collateral pieces, Selected Consultant will present three (3) drafts of the selected collateral to stakeholders.
  - ii. **Center** stakeholders will choose one (1) draft of each piece of collateral for further development through final design and production.
  - iii. Selected Consultant will develop the collateral until approved for production by PDC Project Manager. Selected Consultant is expected to produce the collateral for final use within twelve (12) weeks of contract execution.

\* In their proposals, Proposers should quote the estimated costs and hours necessary to complete each piece of collateral as a menu for PDC to choose from. PDC reserves the right to choose some, but not all, of the recommended collateral for development, subject to project budget and other priorities.

## 6. Website Development

*(for the Center only)*

- a) **Design Criteria.** The Selected Consultant will design and build a public website, and populate it with content provided by Project Manager. It is expected that the site will start small (around 5-10 separate web pages). Design criteria for the website are as follows:

- i. *Visually appealing.* The website must have an attractive mix of text, photos and graphics. It will conform to the style guide concurrently developed for the **Center** (Section IV (A) (4) of this RFP above).
  - ii. *Easy to navigate.* Information should be accessible with the least number of mouse-clicks and should be organized in an intuitive and user-friendly manner.
  - iii. *Expandable Design.* The website shall be designed to meet the present needs of the **Center**, but have the capacity to grow as the **Center** evolves from a project to an operational space.
  - iv. *Easy to edit.* The website shall be built so that PDC and/or **Center** staff will have the ability to perform routine content management such as the creation of new pages, sections and navigation items; as well as posting and updating meeting dates, meeting agenda and minutes, reports, events and announcements as well as the ability to remove old and outdated information easily.
  - v. *Interactive.* The website shall provide the public with a way to engage in the development and activities of the **Center**. This could include the ability for the public to leave comments or other, more innovative features, with the **Center's** program.
  - vi. *RSS and Social Media integration.* The website shall have built-in social media tools for easy online sharing of content with services such as Facebook, Twitter, Delicious, Digg, Reddit, etc. Each section of the site will also be equipped with an automatic RSS Feed or the option to add one.
  - vii. *Accessibility.* The website shall be accessible and usable to individuals with visual, auditory and mobility disabilities. Specifically, the site shall meet at least Level A conformance of the W3C "Web Content Accessibility Guidelines 2.0" (<http://www.w3.org/TR/WCAG20>).
  - viii. *Content Management System.* Proposers may propose a content management system (CMS) for the website, which may be open-source or proprietary. If a CMS is proposed, licensing fees must be included in the proposal.
  - ix. *Hosting.* Proposers may, but are not required to, propose an external hosting environment for the website; if so, quote the cost of initial set-up, on-going costs and other fees that may be applicable.
  - x. *Maintenance.* Representatives from the Initiatives will maintain and manage the content; as well as provide all images and text (which are not otherwise provided by Selected Consultant in work performed in Section IV (A) (2) – (5) above).
- b) **Design & Development.** Based on the design criteria in the following section, Selected Consultant shall design and develop the website for the **Center**. Such design and development tasks include, but are not limited to, the following:
- i. **Needs Assessment.** Conduct a site needs assessment, including a website content exploration session with stakeholders, and create a draft site map to present to stakeholders within four (4) weeks of contract execution.
  - ii. **Design.** Within six (6) weeks of contract execution, Selected Consultant will present 2-3 mock-ups or draft designs of key web-pages for the website. Stakeholders will provide feedback and choose one draft design for further refinement.
  - iii. **Development.** Within ten (10) weeks of contract execution, Selected Consultant will present a final draft of the website to stakeholders. Selected Consultant will have provided quality assurance testing of the website on Macintosh and PCs using range of popular web browsers and versions and a range of internet connection speeds.

- iv. **Implementation.** Within twelve (12) weeks of contract execution and with final approval from Project Manager, Selected Consultant will launch the website, providing the following to PDC:
- Source code of final website
  - .html and CSS templates for future development of website
  - Major design elements in their native file format

For convenience and reference, the following table summarizes project tasks by Initiative:

<b>STAKEHOLDERS BY PROJECT PHASE</b>				
	The Organization	The Center	The Network & PDX Lounge	
			Network	PDX Lounge
I. Research & Project Management	X	X	X	
II. Naming	X	X	X	
III. Message Development	X	X	X	
IV. Logo and Graphics	X	X	X	X
V. Communications Strategy & Collateral		X		
VI. Website Design & Development		X		

## B. Project Schedule

Work is expected to be performed and deliverables provided to PDC in accordance with the following schedule. For the purposes of this RFP, all dates are tentative and subject to further review and revision, unless stated otherwise.

<b>PROJECT SCHEDULE</b>	
<b>Tasks, Activities and Deliverables</b>	<b>Estimate Performance Period / Deliverable Due Date</b>
Anticipated Contract Execution Date	On or around June 1, 2009
Stakeholder work session to review timeline and work plan for duration of services	Within 1 week of contract execution
Messaging: target audience identification	Within 2 weeks of contract execution
Naming – preliminary recommendations	Within 3 weeks of contract execution
Messaging – draft key messages	Within 3 weeks of contract execution
Logo & Graphics – logo sketches and draft style guides	Within 3 weeks of contract execution
Communications – draft strategy and collateral recommendations	Within 4 weeks of contract execution
Website – needs assessment, content exploration and site map	Within 4 weeks of contract execution
Naming – final recommendations	Within 5 weeks of contract execution
Messaging – refined messaging	Within 5 weeks of contract execution
Logo & Graphics – 3 logo renderings and sample collateral	Within 5 weeks of contract execution
Communications – refined strategy	Within 6 weeks of contract execution
Website – site mock-ups	Within 6 weeks of contract execution
Logo & Graphics – final logos and style guides	Within 8 weeks of contract execution
Communications – schematic collateral	Within 8 weeks of contract execution
Website – final draft delivered	Within 10 weeks of contract execution
Website – last go-live date	Within 12 weeks of contract execution

Communications – final collateral delivered	Within 12 weeks of contract execution
Anticipated Contract Expiration Date	Within 12 weeks of contract execution

**C. Contract Requirements and Term**

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 IX of this RFP, “Standard Contract Terms & Conditions.” 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 (NTP) to the Selected Consultant.

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 and the cost of selected collateral. Selected Consultant’s expenses, up to the Not to Exceed value, will be payable on a time and materials basis (net 30 days), based on the proposed billing rates and reimbursable rate schedules. Any subsequent change of the billing rates, maximum compensation, and/or term will be implemented by written Amendment to the Contract, signed by both parties.

**D. Contract Budget**

PDC’s budgeted value for a contract awarded from this RFP is approximately \$65,000 - \$80,000. PDC reserves the right to deem any proposal in excess of \$80,000 as non-responsive to this RFP.

**E. Resources to be Provided by PDC**

- **Organization** Background
- **Center** Background
- **Network** Partner Survey summary
- **Network** Partner Design Charrette summary
- Meeting coordination, space and summaries
- Communication updates with stakeholders
- Review and approvals of deliverables

PDC has or will upload several backgrounds resources and documents to the PDC website at this location:

[http://www.pdc.us/login/download\\_nologin.asp?i=937](http://www.pdc.us/login/download_nologin.asp?i=937)

Proposers are encouraged to check this page for updates.

## V. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

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Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize the proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the Proposer’s understanding of the requirements described in Section IV of this RFP, “Scope of Work.” See also Section VI (B) of this RFP, “Instructions to Proposers,” for overall proposal preparation and submission instructions.

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 of this RFP will be considered non-responsive and will not be evaluated.**

**Page Limit.** Excluding the title page and cover letter, proposals submitted in response to this RFP must not exceed **fourteen (14) pages**. If a proposal exceeds this page limit, PDC may decline to review information beyond the 12<sup>th</sup> page.

### A. **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, a short biography of the lead or primary person servicing PDC and a brief description of the services your firm proposes to provide PDC. Additionally, include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm’s primary contact(s) for this RFP, if different.

### B. **Qualifications and Experience of Project Team and Key Personnel**

(Mandatory Submittal Requirement – **15 Maximum Points**)

Provide a description of your project team’s experience in providing services similar to those described in this RFP. Provide a short but complete profile of each key individual you propose to perform specified tasks under an awarded contract—including their education, work history and other pertinent professional qualifications and certifications. Personnel résumés may be used for this section, but are not required.

For this section also include:

- a) Number of years Proposer’s firm has been in operation and number of years Proposer’s firm has been providing strategic communications planning, general scope of services provided, and number of employees and principal areas of expertise
- b) Brief description of similar projects performed in the past five (5) years that best characterize project team’s capabilities
- c) List similar services project team has performed involving public-private partnerships and diverse stakeholders
- d) *Management Approach:* Describe the overall management approach to the Project Team and of all activities required in the Scope of Work, including management objectives and techniques that demonstrate how the work requirements will be met on time and within budget

- e) Describe the Project Manager's experience with similar projects
- f) Provide an organization chart of the proposed project team
- g) If a Proposer is a partnership or joint venture, along with the rest of the required proposal submittal requirements, include a copy of a portion of the partnership or joint venture agreement evidencing authority of the Proposer to enter into the contract awarded as a result of the RFP.

**Additionally, list three (3) current or immediate past professional references**, for projects of similar depth and scope as described in this RFP, for PDC to contact regarding your firm's capability 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.

Proposer's designated personnel are expected to be available for the duration of an awarded contract. Any replacement, substitution and/or addition of Proposer's designated personnel shall be subject to the PDC's written approval.

**C. Previous Related Projects & Work Products**  
(Mandatory Submittal Requirement – **15 Maximum Points**)

Provide a list of previous project work experience that directly relates to Section IV of this RFP, "Scope of Work." For each of the projects listed, provide the following:

- a) Short summary of project, highlighting scope and other similarities
- b) Key personnel involved and their responsibilities
- c) Delivery timeline and work products generated

Include **no more than four (4)** previous projects and related work products.

**D. Project Approach and Methods**  
(Mandatory Submittal Requirement – **40 Maximum Points**)

Provide a clear and concise description of the approach and methodology your firm proposes to complete the requirements listed in Section IV of this RFP, "Scope of Work."

For each phase of work described in Scope of Work of this RFP, include the following:

- a) Describe your 1) proposed work tasks and activities; 2) approach and methods that will be used to accomplish these tasks and activities; and 3) specific personnel assigned to project tasks and activities
- b) Describe the proposed Work Product(s) or deliverable(s) that will result from each task or activity
- c) Identify the time frame estimated to complete each phase of the project
- d) Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors (if applicable)

- e) List any additional PDC resources (staff, materials, network access, etc.) that are necessary for Selected Consultant to complete this project

Proposers should refer to Section III (C) of this RFP, “Note about the Budget.” The Proposer that most effectively proposes solutions and recommendations to meet the requirements and objectives described in Section IV of this RFP, within the budget listed in that section, will be awarded up to the full point value of this criterion.

## E. Price Proposal

(Mandatory Submittal Requirement – 20 Maximum Points)

Propose the total estimated cost to effectively complete the work and requirements as set forth in Section IV of this RFP, “Scope of Work,” irrespective of PDC’s anticipated cost.

Total estimated cost must include:

- a) **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. **A range of hourly rates is not acceptable.**
- b) Any direct, indirect and **reimbursable expenses**, including and those of subcontractors, excluding expenses related to travel. State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage.
- c) Cost of various types of collateral for the **Center** (see Section IV (A) (5) (a) (v) of this RFP) and costing options for the **Center** website.

To facilitate evaluation, the Price Proposal should be itemized according to the major task headings according to the Scope of Work of this RFP. All unspecified costs shall be borne by Selected Consultant.

**Travel Expenses.** PDC will not reimburse any of Selected Consultant’s travel expenses.

## F. Promotion of M/W/ESB Firms in Subcontracting Opportunities

(Mandatory Submittal Requirement – 10 Maximum Points)

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. PDC values, supports and nurtures diversity and encourages any firm contracting with PDC to do the same. All Proposers shall address the following in their proposal:

- a) Provide a narrative description of your firm's *past* experience in promoting participation of M/W/ESBs as partners, subcontractors and/or suppliers on previous contracts.
- b) Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- c) Provide a description of your firm’s *proposed and future efforts* in promoting utilization of State of Oregon-certified M/W/ESB firms, including your plan to include any M/W/ESB firms as subcontractors on a contract awarded from this RFP.

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

- View the [OMWESB website](#) for a list of State of Oregon OMWESB-certified firms;
- Attend the Oregon Association of Minority Entrepreneurs (OAME) Architects, Engineers, Professional & Technical (AEPT) meeting. For more information, see [OAME's website](#);
- Contact John Classen at (503) 823-3667 on the M/W/ESB Team for PDC or visit [our website](#) to learn more about some of the community resources available to assist you in identifying potential subcontractors or subconsultants for your team.

**G. Proposer Certification**

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

Proposers must read, detach, sign and return Section XI of this RFP, “Proposer Certification,” with the rest of the proposal materials.

<b>Summary of Submittal Requirements &amp; Evaluation Criteria</b>	
<b><u>Evaluation Criteria (Mandatory Requirements)</u></b>	<b><u>Maximum Points</u></b>
1. Qualifications and Experience of Firm	<b>15 Points</b>
2. Previous Project & Related Work Products	<b>15 Points</b>
3. Project Approach and Methods	<b>40 Points</b>
4. Price Proposal	<b>20 Points</b>
5. Promotion of M/W/ESB Firms in Subcontracting Opportunities	<b>10 Points</b>
	=====
	<b>Total: 100 Points</b>
<b><u>Other Submittal Requirements</u></b>	
6. Cover Letter	<b>Not Scored, but Required</b>
7. Proposer Certification	<b>Not Scored, but Required</b>

## VI. INSTRUCTIONS TO PROPOSERS

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All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically outlined 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.

**A. Reservation of Rights:** PDC, in its sole discretion, reserves the right to amend, modify, 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; and to obtain references regarding any Proposer's past performance from any source. Neither issuance of this RFP, nor evaluation of any or all proposals, obligates PDC to award a contract from this RFP.

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

- Proposers shall submit the following which must be received by PDC no later than the "Proposal Due Date and Time" at the location listed above:
  - **One (1) original** proposal
  - **Six (6) 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 shall be marked "ORIGINAL."**

- Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all such package(s) or envelope(s) must be **clearly marked with the RFP Solicitation Number, the name of the Solicitation Coordinator and the date and time proposals are due**. PDC shall not be liable for any lost, late or improperly marked proposals.
- Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
- Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired. Unless specifically required in this RFP, PDC discourages the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.
- In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, stapled set, printed on recycled paper containing at least 30% post-consumer waste content. **Do not use ring binders, section dividers or any other materials which cannot be easily recycled.** Double-sided printing is preferred.

**C. 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.

- D. Pre-Proposal Meeting:** No pre-proposal conference or meeting is scheduled for this RFP.
- E. Requests for Clarification or Change:** All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFP or a contract awarded from 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 **no later** than the Deadline for Proposer Questions/Requests for Change listed in Section II of this RFP, "Schedule of Solicitation and Contract Award Events."

Requests for clarification or change of this RFP may 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;
- Date of request for change or clarification (*not later than the date to submit a request for clarification or change*);
- Request for change or clarification.

PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP.

- F. Changes to this RFP Document:** Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, 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.

Regardless of statements made at any mandatory or non-mandatory pre-proposal meeting for this RFP (if applicable), or during any other contact with PDC staff, Proposers are cautioned that this RFP will change **only** if confirmed by a written Addendum to this RFP.

For this RFP, all addenda will be posted to the PDC website at this location:

[http://www.pdc.us/login/download\\_nologin.asp?i=937](http://www.pdc.us/login/download_nologin.asp?i=937)

- G. Single Point of Contact:** After this RFP has been issued and before an ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract must be directed to the Solicitation Coordinator identified herein.
- H. 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 other PDC employees not specifically identified in this RFP. Doing so may be cause for proposal rejection.

- I. **Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract awarded from this RFP, upon PDC's finding that it is in the public interest to do so.
- J. **Recycled Products:** Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this RFP.
- K. **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, ORS Chapter 192."**

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.

- L. **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 reserves the right to request individual Proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the Proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
- M. **Proposer Offer, Withdrawal and Modification:** By submitting a proposal in response to this RFP, Proposer agrees to make their proposal a binding offer to PDC for a period of one hundred twenty (120) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and Proposer. A proposal may not be withdrawn or modified during this period unless agreed to by PDC in writing. However, Proposers may request their proposal be withdrawn or modified, provided the Proposer submits a written withdrawal or modification request to the Solicitation Coordinator for this RFP and does so prior to the date and time proposals are due.
- N. **Investigation of References:** PDC reserves the right to investigate references, the financial capacity, credit history and the 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, including information based upon PDC's experience, 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.

- O. Method of Evaluation:** After PDC opens all timely-received proposals, unless this RFP is otherwise canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. 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)." Finalists 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 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 rescore the finalist Proposers or to use the original scores solely as the basis to determine the finalist Proposer(s).

- P. Selection Process and Notice of Intent to Award:** 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.

After completion of the evaluation summary, 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 and evaluation summary at the PDC office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP.

- Q. 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 as well as contract terms and conditions. Proposers should note that all such negotiations shall be minimal and should be 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.

## VII. INSURANCE REQUIREMENTS

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Prior to contract execution, Selected Consultant will be required to furnish proof of the following insurance:

- A. **Commercial General Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. 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.**
- B. **Automobile Liability** insurance with a combined single limit of not less than **\$500,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- C. **Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.
- D. **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.

As evidence of adequate insurance coverage and prior to contract execution, the Selected Consultant(s) will provide to the PDC certificates of insurance listing the “Portland Development Commission” at 222 NW 5th Avenue; Portland, OR 97209 as a certificate holder. The certificate(s) shall provide that Selected Consultant’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. Consultant’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.

## VIII. WORK PRODUCTS REQUIREMENTS

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Any documents provided to PDC by Selected Consultant under an awarded contract shall 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, Consultant will also provide up to three (3) hard copies of any document.

## IX. STANDARD CONTRACT TERMS & CONDITIONS

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The following terms and conditions will govern the Personal Services Contract (the “contract”) entered into by and between PDC and the Selected Consultant (referred to as “Contractor” in this Section IX). PDC reserves the right to modify any term or condition of the contract prior to execution and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the Selected Consultant. **Proposers who take objection to any of the following terms and conditions must raise those objections, in writing, to the Solicitation Coordinator for this RFP** and do so by the Deadline for Proposer Questions/Request(s) for Change(s) listed in the Section II 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**

EXHIBIT B [Section VII in the 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. Commission and Contractor intend that such work products be collectively deemed a "work made for hire" as such term is defined under the Copyright Act and of which Commission shall be deemed the author. If for any reason the work products are not deemed a "work made for hire," Contractor hereby irrevocably assigns to Commission all its right, title, and interest in and to any and all of the work products, whether arising from copyright, trademark, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to the artwork products, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

## **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.

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## X. ABOUT PDC, P+OSI, OSC AND OSEN

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### A. About the Portland Development Commission

The Portland Development Commission (“PDC”) is the urban renewal agency for the City of Portland, Oregon. PDC’s mission is to bring together resources 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. PDC helps grow businesses and jobs, revitalize neighborhoods, help low-income families buy or repair homes, and ensure new housing is available to people of all levels of income. Simply put, PDC links people and resources to make Portland one of the nation’s most livable cities.



In carrying forward our mission over the years, PDC has played a major 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. 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.

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

### B. About the Portland + Oregon Sustainability Institute (“Organization”)

The **Organization** was initiated by key sustainability leaders in 2008 to accelerate the transition to a more sustainable regional economy that combines business innovation, enhanced quality of life and environmental restoration and protection. More than 50 organizations signed a commitment statement to establish P+OSI as a “center of excellence” to:

- Expand leadership in sustainability by broadening international partnerships to deepen exchange in global innovation and best practices;
- Grow Oregon’s green job market by creating demand for clean tech and sustainable industries services and products; and
- Accelerate catalytic and scalable sustainable development, policy and financing strategies that enhance and protect long term human and ecosystem health.

In 2009, the **Organization** will develop a strategic and business plan; register as a 501(c) 3 non-profit organization; recruit a board of directors comprising governmental, non-profit, business, and academic sustainability leaders; fundraise and pursue the four signature activities described below. Founding investors include the City of Portland, Portland Development Commission, Portland State University, Metro, the State of Oregon and key business and non-governmental organizations (NGO) leaders.

### C. About the Oregon Sustainability Center (“Center”)

PDC; the State of Oregon (the “State”), acting by and through the State Board of Higher Education and its Oregon University System (“OUS”); the City of Portland, Oregon (the “City”), as represented by the **Organization**; and the Oregon Living Building Initiative (“OLBI”), a consortium of leading sustainability-focused organizations; have partnered for the ambitious purpose of developing and operating the Oregon Sustainability Center (the “Center”), envisioned as a world-class multi-story living building that meets the [Living Building Challenge requirements](#) of the Cascadia Region Green Building Council. The **Center** is intended to become the region’s global green economy portal to accelerate business opportunities for Oregon’s sustainable industries, provide a home for cross-sector strategic collaboration, and test new green building technologies and workplace health and productivity. PDC, in collaboration with OUS, issued a [“Request for Proposals for ‘Development Feasibility Analysis’”](#) for the **Center** on January 7, 2009. It is hoped that construction of the **Center** begin in the first quarter of 2010 and is completed by 2012.

### D. About the Oregon Sustainable Economy Network (“Network”)

The **Network** is a formal network and branding strategy for emerging Portland-area sustainable industry businesses. The Network grew out of PDX Lounge, a successful effort to brand Portland’s green building industry at major green development conferences. **Network** staff will work with key industry clusters to brand Portland’s sustainable businesses at key local and traveling trade shows and through city and state trade missions; identify high priority policy or advocacy needs; provide links to technical and financial resources; and provide an opportunity for Portland’s sustainable businesses to gather and network among themselves.

Sustainable industry clusters supported through these efforts include:

- ❖ Green Development and Smart Growth
- ❖ Waste Management, Materials Recovery and Reuse
- ❖ Environmental Services and Technology
- ❖ Alternative Fuel
- ❖ Clean Energy
- ❖ Clean Energy and Energy Efficient Equipment Installation Contractors
- ❖ Clean Technology
- ❖ Sustainable Apparel
- ❖ Sustainable Food

## XI. PROPOSER CERTIFICATION

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

### **RFP 08-26: Strategic Communications and Branding for Sustainable Economy Initiatives**

1. The undersigned acknowledges receipt of Addenda Numbers \_\_\_ through \_\_\_ or  N/A.
2. If selected to go to contract, prior to contract execution, Proposer shall: 1) be a legal entity that is [registered to transact business in the State of Oregon](#); 2) [obtain a City of Portland Business License](#); 3) [be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 4) provide adequate proof of insurance, as set forth in Section VII 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.
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.
4. Proposer certifies this proposal is 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.
5. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest 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 or employee.
6. Proposer agrees to make their proposal a binding offer to PDC for a period of one hundred twenty (120) calendar days from the date proposals are due.
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 this proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

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### **SIGNATURE BLOCK**

Signature: \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Proposer's Legal Business Name: \_\_\_\_\_

Proposer's Mailing Address: \_\_\_\_\_

Proposer's Federal Tax Identification Number (FEIN): \_\_\_\_\_

## EXHIBIT A. WEB-LINKS IN THIS RFP

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The following are some of the World Wide Web addresses embedded in this RFP:

**Cascadia Region Green Building Council, Living Building Initiative**

<http://www.cascadiagbc.org/lbc>

**City of Portland, Oregon; Sustainable Paper Use Policy**

<http://www.portlandonline.com/auditor/index.cfm?&c=26882&a=24498>

**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&>

**Oregon Association of Minority Entrepreneurs (OAME)**

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

**Oregon Sustainability Center**

<http://oregonsustainabilitycenter.wordpress.com/>

**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>

**PDX Lounge**

<http://www.pdxlounge.com/>

**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>

**W3C Web Content Accessibility Guidelines (WCAG) 2.0**

<http://www.w3.org/TR/WCAG20/>

**END OF THIS RFP**