



**REQUEST FOR PROPOSALS #08-27:
NORTH/NORTHEAST ECONOMIC DEVELOPMENT INITIATIVE STUDY**

The PORTLAND DEVELOPMENT COMMISSION ("PDC" or "Commission"), the urban renewal agency for the City of Portland, Oregon is seeking sealed Proposals from qualified and experienced firms for the provision of North/Northeast Economic Development Initiative Study Services, as identified in the Request for Proposals (RFP). PDC intends to award one (1) exclusive contract to the successful Proposer in connection with this RFP.

REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title:	North/Northeast Economic Development Initiative Study
Solicitation Number:	RFP #08 – 27
Solicitation Coordinator*:	Larry Wright, Procurement Services Supervisor
Solicitation Coordinator Phone:	(503) 823-3328
Solicitation Coordinator Fax:	(503) 865-3905
Solicitation Coordinator Email:	wrightl@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 by the date and time proposals are due below at the above-listed location.**

SCHEDULE OF SOLICITATION & CONTRACT AWARD EVENTS

The following schedule is subject to revision at PDC's sole discretion.

Request for Proposals Issued	February 19, 2009
Deadline for Proposer Questions/Requests for Change(s)	February 27, 2009
Proposals Due	March 11, 2009 at 3:00 PM
Evaluation Period, Ending (<i>tentative</i>)	March 18, 2009
Anticipated Notice of Intent to Award (<i>tentative</i>):	March 19, 2009
Anticipated Date of Contract Execution (<i>tentative</i>)	April 1, 2009

I. BACKGROUND

A. About the Portland Development Commission

Created by a vote of City of Portland citizen in 1958, the Portland Development Commission (PDC or Commission) serves as the urban renewal agency for the City of Portland. 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. We help 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, we link 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.

B. About the Project

The year 2008 marked the 50th anniversary of the partnership between the Portland Development Commission (PDC) and the citizens of Portland. We are using this milestone as an opportunity to recognize our accomplishments, reflect on lessons learned and chart the course for the next 50 years. PDC has begun updating urban renewal plans for many of its Urban Renewal Areas (URAs). We have begun an analysis of the Interstate Corridor (Interstate) and Oregon Convention Center (OCC) Urban Renewal Areas (otherwise known as the North/Northeast Economic Development Initiative Study or N/NE Study).

We have recently completed an initial financial analysis and are entering into our second phase of research which will build upon those results. This information will inform financial planning for projects and programs that the Commission will undertake in the two URAs. The second phase may also include technical writing of necessary Plan Amendments and accompanying Reports, if PDC is directed to proceed with amendments. As such, this phase (Phase II) of the study will be split into two segments, the first being the technical and financial analysis (Task 1 below), and the second phase being contingent on the direction we receive from the Advisory Group and our Commission on whether or not to proceed with amendments (Tasks 2 and 3 below).

II. SCOPE OF WORK

This section describes what PDC expects of the proposer selected for contract award pursuant to this RFP (the "Selected Contractor").

A. Scope of Work

The consultant(s) will be expected to meet with PDC staff on a regular basis (minimum of 10 meetings) during the course of the study. In addition, the consultant(s) should attend key PDC Commission and City Council meetings related to the study. Coordination with the City of Portland Office of Management and Finance will also be required as the consultant(s) will provide them with information needed to develop bonding capacity of the districts. The consultant will also provide worksheet files (Excel) with more detailed results and models.

If the primary contractor will use subcontractors for the performance of the work for this contract, the primary contractor shall provide the majority of the work hours under this contract.

Task 1 – Financial & Technical Analysis

The consultant(s) will perform technical analysis required to answer questions/issues raised by the Advisory Group, PDC staff, taxing jurisdictions, and community members. These questions may be of technical nature and/or relate to urban renewal law. While the consultant is not expected to provide legal opinion, they must be familiar with urban renewal statutes, specifically ORS 457. The consultant(s) will also help develop different amendment scenarios for the Advisory Group. For example, what is the impact of including all areas versus selected areas? Information will be gathered from the preliminary financial analysis, and augmented by developer and stakeholder interviews in the various amendment areas. (The consultant(s) will gather information from local developers.) The consultant(s) will assist with gathering information from Advisory Group meetings in order to synthesize a report based on Advisory Group recommendations (report detailed below).

An in-depth financial analysis of the identified potential expansion areas and existing urban renewal areas is required. The consultant will work with staff, other city bureaus, developers and community stakeholders to identify projects in the existing URAs and potential expansion areas. Meetings in addition to those listed above may be required. Once projects are identified, the consultant will work with staff to develop priorities for Interstate and OCC URAs.

Financial and technical analyses should include but not be limited to the following:

Financial Analysis:

1. Identification of potential projects (i.e. development, economic development housing, infrastructure, etc...) (within existing URAs and potential expansion areas).
 - a. Project cost estimates (based on market conditions, development standards, construction costs, etc)
 - b. Readiness for development
 - c. Need for assistance
 - d. Project completion estimates
 - e. Estimate of PDC investment
 - f. How project will benefit URA and addresses blight
 - g. Increment generation
2. Financial capacity within existing URAs and expansion areas, which will be used by the Office of Management & Finance to determine bonding capacity
3. Impact on existing URA bonding capacities of including amendment areas
4. Determine whether current maximum indebtedness amounts should be adjusted
5. Constraints on removing non-developable land (right of way, under water) from existing URAs
6. Impact of moving areas from one URA to another (e.g. Martin Luther King Jr. Blvd)

Technical Analysis:

7. Findings of blight, using legal definition in ORS 457, using existing URA as well as in expansion areas
8. Current zoning, land use regulations, taxable status
9. Evaluation of how Interstate and OCC URAs are meeting the goals and objectives identified in their Plans and how expansion areas would meet these goals and objectives. Will expansion areas require the creation of new goals and/or objectives?
10. Compliance with local and regional goals and objectives (e.g. Comprehensive Plan, Metro)

Deliverables: Related financial spreadsheets and Advisory Group Report.

Report will include a summary of key issues related to the amendment process; key questions and answers identified during Advisory Group meetings; questions regarding amendment areas, maximum indebtedness, and project prioritization. Finally the report should include the Advisory Group's final recommendations.

Required financial information will be ongoing, as requested by Advisory Group. Due Date for Advisory Group Report shall be October 31, 2009

Task 2 – Plan Amendments and Reports (Contingent on Advisory Group Recommendation and Commission Direction)

The consultant(s) will assist in preparing necessary Plan Amendments and accompanying Reports in accordance with ORS 457.085.

The elements of an Urban Renewal Plan Amendment and Report are detailed below:

1. Urban Renewal Plan Amendments
 - a. Description of plan and projects
 - b. Outline for development, redevelopment, improvements, acquisition, demolition, rehabilitation
 - c. Map and Legal Description (provided by others)
 - d. Explanation of the Plan's relationship to local goals and objectives
 - e. Proposed land uses, densities, building requirements
 - f. Description of relocation methods
 - g. Description of potential real property acquisition and disposition
 - h. Maximum indebtedness
 - i. Future Amendments
 - j. If public buildings are involved, their benefit to the area
2. Technical Report
 - a. Description of physical, social and economic conditions and impact of Plan (finding of blight)

- b. Reasons for selection of urban renewal areas in the Plan
- c. Relationship between each project and existing conditions
- d. Estimated total project cost, funding source and completion date
- e. Estimated amount of money required in each urban renewal area in the Plan, and anticipated year in which maximum indebtedness will be retired
- f. Financial feasibility analysis
- g. Fiscal impact statement analyzing impact of tax increment financing on existing taxing jurisdictions
- h. Relocation report including analysis of existing residents and businesses required to relocate due to agency actions, description of relocation methods, enumeration by cost range of housing to be destroyed, altered and/or added

Deliverables: Plan Amendments and Reports

Due Date: December 18, 2009

Task 3 – Legal Review

Concurrent with Task 2, legal review of the Plan Amendments and Reports, in consultation with PDC General Council and City Attorney, will be required prior to completion. This will ensure that the proposed areas for inclusion in the Urban Renewal Area meet the legal requirements required under ORS 457 and are consistent with recent Land Use Board of Appeals (LUBA) decisions. LUBA determined that when an urban renewal plan is substantially amended, it shall be approved in the same manner as the original plan, including the finding of blight within the original district.

CONSIDERATION:

Again, this phase of the North/Northeast Economic Development Initiative Study will be split into two segments, the first being the technical and financial analysis (Task 1 above), and the second being contingent on the PDC staff receives direction we receive from the Advisory Group and Commission on whether or not to proceed with amendments (Tasks 2 and 3 above). This requires two billing scenarios. Task 1 shall not exceed \$50,000. Tasks 1 through 3 combined shall not exceed \$100,000.

QUALIFICATIONS:

Technical Report and URA report: Successful bidder will have experience in successfully completing urban renewal amendments, including familiarity with ORS 457, Oregon State urban renewal statutes. Contractor will have public outreach and public involvement skills as well as the ability to write clearly and provide concise reports in a timely manner.

Financial Analysis: Successful bidder will have experience in developing detailed evaluations of real estate trends for retail, housing and commercial markets to develop evaluation of real market value and assessed value growth for selected amendment areas in North/Northeast Portland, adjacent to the existing urban renewal areas. Experience in evaluating projects for development potential in a challenging financial environment is important. Experience in forecasting financial capacity (aggregate assessed value) of existing urban renewal areas is required. (Actual bond capacity will be calculated by City of Portland, Office of Management and Finance personnel from information provided by the contractor). Contractor will be familiar with urban renewal and be able to respond to financial questions from stakeholders and staff.

B. 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 VII of this RFP, "Standard Contract Terms & Conditions." PDC reserves the right to modify any terms and conditions prior to the execution of the Contract.

The contract will become effective upon execution by both parties; commencement of work will be ordered upon issuance of a Notice to Proceed (NTP) by PDC to the selected contractor. The Contract is anticipated to be executed on or about April 1, 2009 and will expire on March 31, 2010. The parties have the option to mutually extend the contract term if work is not completed by this date.

III. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize your Proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the project and scope of work described in Section II of this RFP. All submittal requirements listed as "**Mandatory**" below *must* be addressed in sufficient detail in a Proposal submitted in response to this RFP. **Proposals that do not address all mandatory submittal requirements of this RFP will be considered non-responsive and will not be evaluated.**

See also Section IV (2) of this RFP, "Instructions to Proposers," for overall Proposal preparation and submission instructions.

A. **Cover Letter** (*Maximum: 1 page*) (Submittal Requirement – **Not Scored, but Required**)

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. 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. 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 for this RFP, if different.

B. **Qualifications and Experience of Firm** (*Maximum: 2 pages*) (Mandatory Submittal Requirement – **30 Maximum Points**)

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

- Total number of years in business, years supplying this type of Services, general scope of services provided, and number of employees and principal areas of expertise.
- A brief description of similar projects performed in the past five (5) years that best characterize your firm's capabilities;
- Similar services your firm has provided to other public agencies.

Additionally, list three (3) current or immediate past professional references for PDC to contact regarding your capacity to perform the services described in the RFP, ability to satisfy client needs and any other relevant information. Please include your reference's name and a contact person with phone number and email address.

Previous experience with Commission projects is not a requirement, but proposal should exhibit familiarity with Commission's mission, focus and typical project types.

C. Qualifications and Experience of Personnel (*Maximum: 1 page per personnel*)
(Mandatory Submittal Requirement – 20 Maximum Points)

Provide a short but complete profile for each personnel you propose to perform the specified tasks under an awarded contract—including their education, work history and other pertinent professional qualifications and certifications. Principal(s), project manager(s) and/or technical staff must be identified. Discuss their roles in relation to the work required. Personnel résumés may be used for this section, but are not required.

D. Project Plan (*Maximum: 4 pages*)
(Mandatory Submittal Requirement – 20 Maximum Points)

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

For each phase of work described in Section II of this RFP, include the following:

- Describe your 1) proposed work tasks and activities, 2) approach and methods that will be used to accomplish tasks; and 3) personnel assigned to specific tasks on this project;
- Describe the proposed work product(s)/deliverable(s) that will result from each task or activity;
- Identify the time frame estimated to complete each task;
- Describe intended utilization of subcontractors on this project, including a description of their specific role;
- List any additional resources (staff, materials, access, etc.) anticipated to be provided by PDC.

PDC encourages creativity and innovation for all aspects of the proposed project approach and methodology.

E. Price Proposal (*Maximum: 2 pages*)
(Mandatory Submittal Requirement – 15 Maximum Points)

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

Total estimated cost must include:

- **Hourly rates of each Proposer personnel** assigned to perform work under an awarded contract as well as the **estimated number of hours** each Proposer personnel will be expected to work on each task. **A range of hourly rates is not acceptable.**
- Any direct and indirect costs and **reimbursable expenses**, including those of subcontractors. State whether reimbursable expenses will be billed at cost or cost plus a mark-up percentage. All reimbursable will be subject to a Not to Exceed figure. Contractor will bear all such expenses above the Not to Exceed sum.

To facilitate evaluation, the budget should be itemized according to the major task headings according to the Scope of Work of this RFP. **Proposers may complete Exhibit A for this section, but are not required to.** All unspecified costs shall be borne by Proposer.

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.

F. Promotion of M/W/ESB Firms in Contracting Opportunities (*Maximum: 1 page*)
(Mandatory Submittal Requirement – Maximum Points: 15)

The PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (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:

- Provide a narrative description of your firm's *past* experience in promoting participation of State of Oregon-certified minority-owned, women-owned and/or emerging small business (M/W/ESB) enterprises as partners, subcontractors and/or suppliers on previous contracts. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- Provide a description of your firm's *proposed and future efforts* in promoting utilization of State of Oregon-certified M/W/ESB firms.

G. Proposer Certification
 (Submittal Requirement – **Not Scored, but Required**)

Please read, detach, sign and return Section VIII of this RFP, Proposer Certification, with your Proposal.

Summary of Mandatory Submittal Requirements & Evaluation Criteria	
<u>Evaluation Criteria (Mandatory Requirements)</u>	<u>Maximum Points</u>
B. Qualifications and Experience of Firm	30 Points
C. Qualifications and Experience of Personnel	20 Points
D. Project Proposal	20 Points
E. Price Proposal	15 Points
F. Promotion of Diversity in Contracting Opportunities	15 Points
	=====
Total:	100 Points
<u>Other Submittal Requirements</u>	
A. Cover Letter	Not Scored, but Required
G. Proposer Certification	Not Scored, but Required

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IV. INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFP are subject to the provisions and requirements defined in this solicitation document. All matters not specifically outlined in this RFP, or a subsequent Contract entered into, shall be governed by the Portland Development Commission's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other pertinent rules concerning procurement and contracting at the Portland Development Commission.

1. **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 or irregularity of any Proposal; and 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 solicitation.

2. **Proposal Preparation and Submission:** Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of PDC and the needs of the project described herein.
 - Proposers shall submit **ONE (1) ORIGINAL** of all proposal pages **and four (4) copies** of the same pages, which must be received by PDC no later than the Proposal Due Date and Time at the location listed on page two of this RFP. **The original proposal must bear an original ink signature and shall be marked "ORIGINAL."**
 - 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.
 - In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. Please do not use ring binders, section dividers or any other materials which cannot be easily recycled. Double-sided printing is preferred.
 - Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all 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 identified proposals.

3. **Questions or Requests for Clarification or Change:** All requests for change or clarification regarding technical information, procedures, contractual requirements or any other matter regarding this solicitation must be submitted in writing to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for change or clarification must be received no later than the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" above.

Requests for change or clarification of this RFP may be sent by mail, emails or fax and shall contain the following:

- RFP Solicitation Number and Title;
- RFP Specification (or contract provision) being questioned;
- Request for change or clarification.

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

4. **Changes to this Solicitation Document:** Any change or clarification to the Scope of Work, procurement process or to the terms and conditions of the contract terms which are contained in this RFP will be issued in the form of a written Amendment or 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 Amendment or Addendum into their final Proposal. Failure to do so may cause the Proposer's Proposal to be rejected.
5. **Preparation Costs:** PDC shall not be liable for any costs incurred by Proposers in the preparation of Proposals to this RFP; including costs associated with any meetings, demonstrations, interviews or subsequent negotiations that may be requested or required.
6. **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.
7. **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 pages 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 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.

8. **Proposer Withdrawal or Modification:** By submitting a Proposal, Proposers agree to make their Proposal a binding offer to the PDC for a period of ninety (90) calendar days from the date Proposals are due. A Proposal may not be withdrawn or modified during this period unless agreed to by the PDC in writing. However, Proposals may be withdrawn or modified if Proposer submits a written withdrawal or modification request to the Solicitation Coordinator identified on the cover page of this RFP, prior to the date and time Proposals are due.
9. **Evaluation, Post-Selection Review & Finalists:** 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 in this RFP. A responsive Proposal is one that complies with all material aspects of this RFP and with all prescribed bidding procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. PDC will then rank the Proposals to determine the "Finalist" Proposers. Finalists will be those highest-ranked responsive Proposers after evaluation of the Proposals according to the evaluation and selection criteria set forth in this RFP.

At its sole discretion, PDC may invite 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) for the anticipated project. 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).

PDC reserves the right to select 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 standing alone, is not determinative of the best overall value, benefit, convenience and service to PDC.

11. **Negotiable Terms and Conditions:** After the PDC has issued its Intent to Award, PDC reserves the right to enter into limited negotiations with the successful Proposer(s) to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that any such negotiation 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 an impasse, PDC reserves the right to cease negotiations with that apparent successful Proposer and repeat this process with the next highest-ranked responsive Proposer(s).

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V. INSURANCE REQUIREMENTS

Prior to contract execution, any firm invited to enter into a contract with PDC as a result of this RFP will be required to furnish proof of the following types of insurance:

1. **Commercial General Liability** (CGL) insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage. 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.**
2. **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
3. **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.
4. **Professional Liability Insurance** (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 third-party liability claims arising from or due to the negligence in the performance of professional services under the contract between the PDC and Contractor.

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

V. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC under a contract awarded from this RFP should be in electronic format on CD, DVD and/or email, 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, etc.);
- 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 documents shall be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document.

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VII. STANDARD CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Professional Services Contract (contract) entered into by and between PDC and the successful Proposer. PDC reserves the right to change any term or condition of the contract prior to execution of the contract and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the selected firm. **Proposers wishing to include supplemental terms and conditions must submit them at the same time as their Proposal. Proposers who take objection to any of the following terms and conditions must raise those objection, in writing, to the Solicitation Coordinator for this RFP** and do so by the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" above.

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. 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.

10. 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.

11. 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.

12. 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.

13. Insurance

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

14. Ownership of Work Product

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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.

[Remainder of this page is intentionally left blank.]

VIII. PROPOSER CERTIFICATION

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

RFP 08-27: North/Northeast Economic Development Initiative Study

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 V 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. The proposer certifies it is an independent contractor as defined in 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 ninety (90) 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.

SIGNATURE BLOCK

Signature: _____ Date of Proposal: _____

Printed Name & Title: _____

Phone Number: _____ Email Address: _____

Legal Business Name of Proposer: _____

Proposer’s Mailing Address: _____

Proposer’s Federal Tax Identification Number (FEIN): _____

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal Worksheet (“Worksheet”) to propose their cost of services. If Proposers choose not to complete this Worksheet, they must provide pricing information in their Proposal which is at least as detailed as described in Section III (5) of this RFP.

- A. Hourly Rate Schedule.** Propose the hourly rates of each proposer personnel expected to provide services under a contract awarded from this RFP. Additionally, estimate the number of hours each personnel will perform services under an awarded contract and proposer’s total proposed staff costs and hours. **A range of hourly rates is not acceptable.**

A. HOURLY RATE SCHEDULE				
Position Title	Proposer Personnel (Name)	Hourly Rate	Est. Hours	Cost Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total Personnel Hours and Expenses				\$

All proposer personnel initially assigned to provide services through a contract awarded from this RFP and listed in proposer’s proposal are expected to be available during the term of the contract. By submitting a proposal in response to this RFP, proposer warrants that no proposer personnel shall be replaced during the contract term without prior written consent from PDC.

- B. Reimbursable Expenses.** If proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work under an awarded contract, proposer shall provide a good faith estimate of such expenses in the space provided below. Proposer must also provide an estimated total cost for all such reimbursable expenses in the space below. If a mark-up rate will apply to reimbursable expenses, proposer must indicate a mark-up rate.

B. REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit
Mark-up Rate: At cost (0%) or cost plus x%			%
Total Estimated Reimbursable Expenses			\$

If proposer is awarded a contract from this RFP, such expenses will only be reimbursed by PDC with prior authorization of such expense(s); receipt(s) and/or an adequate description of the expense(s) and at a cost per unit not to exceed those listed above.

C. Additional Expenses or Cost Savings. In the space below, please describe any additional costs or cost saving opportunities not previously accounted for in the spaces provided above.

D. ADDITIONAL EXPENSES OR COST SAVINGS	

D. Total Proposed Cost of Services. Propose the total cost for all services to be provided under a contract awarded from this RFP, irrespective of PDC’s anticipated cost, including total staff costs and all reimbursable expenses. All unspecified costs shall be borne by proposer.

TOTAL PROPOSED COST OF SERVICES	
A. Total Personnel Expenses	\$
B. Estimated Reimbursable Expenses	\$
C. Additional Expenses or Cost Savings	\$
Total Proposed Cost	\$

An MS Word version of this Worksheet is available upon request from the Solicitation Coordinator for this Request for Proposals.

EXHIBIT B. WEB-LINKS IN THIS RFP

The following are the World Wide Web addresses referenced in this RFP:

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&>

Federal General Services Administration; Domestic Per Diem Rates

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

Oregon Association of Minority Entrepreneurs (OAME)

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

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

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

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

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

State of Oregon; Corporation Division, Business Registration Services

<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>