



# **REQUEST FOR PROPOSALS #15-01 FOR PDC.US WEBSITE REDESIGN**

**Proposals Due: October 14, 2015**  
by 2:00 PM (Pacific)

**Direct all questions and submit one (1) original and  
one (1) electronic proposal (on CD-R) to PDC's SOLE POINT OF CONTACT for this RFP:**

Kristy Branson  
Procurement Specialist  
Portland Development Commission  
222 NW Fifth Avenue  
Portland, Oregon 97209

503.823.3688 (direct)  
[bransonk@pdc.us](mailto:bransonk@pdc.us) (email)  
<http://www.pdc.us/> (www)

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

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### LIST OF EXHIBITS

EXHIBIT A. Price Proposal Worksheet

## 1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

### 1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **PDC.us Website Redesign**  
Solicitation Number: **RFP #15-01**  
Solicitation Coordinator: **Kristy Branson, Procurement Specialist**  
Contact Information: **503.823.3688** (direct)  
[bransonk@pdc.us](mailto:bransonk@pdc.us) (email)

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

### 1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the **Portland Development Commission** (“PDC” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced firms or teams (“Proposers” or “you(r)”) for the provision of a comprehensive redesign and redevelopment of PDC’s website, [pdc.us](http://pdc.us), with a main focus on optimization for a variety of devices (desktop, smartphone and tablet) through responsive design, more fully described in Section 3 below. PDC intends to award an exclusive contract to the successful Proposer in connection with this RFP.

### 1.3 SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

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

| Solicitation or Contract Award Event                   | Date  |
|--|---|
| Request for Proposals Issued                           | September 29, 2015  |
| Pre-Proposal Meeting                                   | Not Applicable  |
| Deadline for Questions and Requests for Changes*       | October 6, 2015   |
| <b>PROPOSAL DUE DATE AND TIME (no later than)</b>      | <b>OCTOBER 14, 2015<br/>by 2:00 PM (Pacific Time)</b>               |
| Finalist Interviews ( <i>optional, tentative</i> )     | October 28, 2015  |
| Notice of Intent to Award, Issued ( <i>tentative</i> ) | October 30, 2015  |
| Deadline for Protest of Intent to Award                | Seven (7) calendar days after Notice of Intent to Award is released |
| Contract Effective Date ( <i>anticipated</i> )         | November 15, 2015   |

\* PDC may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of changes to this RFP by regularly checking the appropriate RFP folder on PDC’s website at [www.pdc.us/bids](http://www.pdc.us/bids) (under “Open Public Bid Opportunities”).

## 2.0 PDC AND PROJECT BACKGROUND

### 2.1 ABOUT THE PORTLAND DEVELOPMENT COMMISSION

Created by Portland voters in 1958, PDC has been a driving force in Portland's reputation for vibrancy and livability. As Portland's urban renewal and economic development agency, PDC seeks to create one of the world's most globally competitive, healthy, and equitable cities by investing in job creation, place making, and economic opportunity throughout Portland.

PDC's [Strategic Plan](#) directs our efforts and investments toward five mutually-reinforcing goals:

- Create healthy, complete neighborhoods throughout Portland
- Provide access to high-quality employment for Portland residents
- Foster wealth creation within communities of color and low-income neighborhoods
- Form 21st century civic networks, institutions, and partnerships
- Operate an equitable, innovative, and financially sustainable agency

PDC engages in public-private partnerships to revitalize key commercial corridors and pursue catalytic redevelopment projects with a focus on maximizing the social and financial return for the city. PDC also helps existing and new businesses navigate a wide variety of resources, assists businesses in evaluating Portland as a viable and effective location where a company can thrive, and connects business owners with financial and technical programs that can give their companies a competitive edge. View our website at <http://www.pdc.us>.

### 2.2 ABOUT THE PROJECT

The Portland Development Commission is seeking a contractor to conduct a comprehensive redesign and redevelopment of our website, [pdc.us](http://www.pdc.us), with a main focus on optimization for a variety of devices (desktop, smartphone and tablet) through responsive design.

The current website, [www.pdc.us](http://www.pdc.us), running on the Sitefinity CMS, went live in 2011. It provides a broad range of outreach, information and business functions, including:

- Information about our [Urban Renewal Areas](#)
- PDC [events](#), including our regular [Board of Commissioners meetings](#)
- [Employment Opportunities](#) (links out to an external site, NeoGov)
- [Business programs](#)
- [News releases](#) and other [news stories](#)
- A [document library](#)
- [Board document archive](#)

The website contains about 200 pages and 2,500 documents (mostly PDFs) in the library.

## 2.3 PROJECT OBJECTIVES

PDC recently adopted its [2015-20 Strategic Plan](#), which calls for several key actions in our communications and engagement, particularly with those communities who have been historically disadvantaged and/or underrepresented. It is our goal to provide awareness of and equal access to PDC resources—regardless of level of wealth or influence—and to maximize the use of web-based and social media tools to inform and engage diverse communities.

The website should be visually appealing and authentic—representing PDC’s work serving Portland and its diverse communities. Information should be easily accessible, organized and easy to navigate.

## 3.0 WORK REQUIREMENTS

This section describes the work to be performed by the successful Proposer (the “Contractor”) under the contract awarded from this RFP (the “Contract”).

### 3.1 STATEMENT OF WORK

Key services Contractor shall provide PDC under the Contract include:

#### 3.1.1 **Discovery Phase** (to begin within two (2) weeks of signing contract)

Contractor will conduct an analysis of current and potential audiences and a content audit, and prepare a report for PDC. *Discovery Phase to begin with a kick-off meeting at PDC office.*

#### 3.1.2 **Content Management Platform**

Contractor will provide written recommendation to PDC on the best options for a non-proprietary Content Management System (CMS) that will meet our needs.

Requirements include:

- Features: event calendar, blog/news posting capabilities, document library
- Ability to add new pages to the redesigned website structure
- Ease of use for non-technical users; ability to set up multiple users (minimum: 10) with varying degrees of administrative rights. Security accounts should be contained within the website platform and not dependent on an external network or service.
- Robust page and document search capabilities
- Preferable: compatibility with our current server set-up (Windows .NET and MSSQL environment)
- Customized code is discouraged. The new site should leverage any built-in features of the CMS to facilitate security and feature updates in the future.

#### 3.1.3 **Design** (to begin within six (6) weeks after signing contract)

Contractor will use wireframes describing information architecture, new user experience and flow. Requirements include:

- In-person meeting with PDC team.
- Three design mockups (based on approved wireframes) that establish the look and feel of the new website, including the Home page and sample interior pages.

3.1.4 **Development** (to begin within eight (8) weeks after signing contract)

Contractor shall develop the website (based upon approved design) using responsive design (site will serve all devices on the same set of URLs, using CSS3 media queries to change how the page is rendered on each device). Activities include:

- Build-out of all new pages on the site using content (copy, photos, documents) provided by PDC
- Transfer of documents (mostly PDF) from old website document library to a new document library.
- Creation of a website section dedicated to Spanish language content (PDC will provide all Spanish content)
- Assisting with Search Engine Optimization (SEO) (content/copy recommendations)
- Insertion of Google Analytics code for PDC's account

3.1.5 **Added Feature.** PDC desires the development of a resource database for small businesses in Portland that is integrated into the new website in some fashion and easily accessible to users through a searchable tool that asks users a series of simple questions and outputs appropriate resources for their unique situation. Examples: a startup business in the planning phase; an established business looking to relocate and expand. As part of this Scope of Work, Contractor will meet with PDC after commencement of the Contract to understand the full scope of this feature and then provide PDC with a technical and cost proposal for this feature. If PDC accepts this proposal, the full scope and cost for this additional phase of work will be implemented via Contract amendment.

3.1.6 **Quality Testing, Assurance, and Site Launch**

Contractor shall do a final review of the site and test web pages:

- On PC, Macintosh, and mobile/tablet platforms.
- Using a variety of popular operating systems and the latest and previous version of major web browsers.
- Test web pages to ensure each webpage can be accessed without undue load time or lag.
- Launch the website for public use

3.1.7 **Training & Maintenance**

Contractor shall provide:

- One on-site training for PDC staff
- Documentation outlining CMS functions and any special considerations such as image dimensions (for replacing content in the future)
- On-call maintenance for one (1) year
- Software updates encompassing security and bug fixes at least every 6 months for 2 years from launch of new site

### 3.1.8 PDC will provide:

- Content: web copy, documents, photos/imagery
- Meeting space for meetings
- A project manager to serve as a main contact for the project
- Hosted web server for website
- Domain name for website

## 3.2 PERFORMANCE SCHEDULE

PDC is anticipating a go-live date of no later than March 31, 2016.

## 4.0 CONTRACT REQUIREMENTS

### 4.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Contractor”) will be invited to enter into a Personal Services Contract with PDC (the “Contract”). The terms and conditions that will govern the Contract can be found in Section 7.0 of this RFP, “Terms of the Contract.” PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon PDC’s issuance of a Notice to Proceed to the Contractor.

### 4.2 COMPENSATION AND PAYMENT

PDC expects the Contract will be a fixed-price agreement with payment due upon Contractor’s successful performance/delivery of project milestones. The “Not to Exceed” value of the Contract will be based on the sum of all proposed costs, including reasonable reimbursable expenses (e.g., local travel expenses). PDC PAYMENT TERMS: NET 30 DAYS. Any subsequent change to the billing rates, maximum compensation, and/or Contract term will be implemented by written amendment to the Contract, prepared by PDC.

### 4.3 CONTRACT BUDGET

PDC’s budget for the Contract is approximately \$95,000, which includes the additional functionality described in Task 3.1.5.

### 4.4 CONTRACT TERM

The initial term of the Contract will be for a period of approximately nine (9) months which may be extended upon the mutual written agreement between the parties to the Contract.

### 4.5 CONTRACT COMPLIANCE. The Contractor must comply with the following before PDC will execute the Contract with that firm:

- 4.5.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to [transact business in the state of Oregon](#).<sup>1</sup>
- 4.5.2 **Portland Business License.** [Obtain a city of Portland Business License](#).<sup>2</sup>
- 4.5.3 **Equal Employment Opportunity (EEO).** [Certify as an EEO employer](#).<sup>3</sup>

<sup>1</sup> <http://www.filinginoregon.com/business/index.htm>

<sup>2</sup> <http://www.portlandonline.com/omf/index.cfm?&c=29554>

4.5.4 **Insurance Requirement.** Comply with Section 4.6 below.

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

## 4.6 INSURANCE REQUIREMENTS

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

- 4.6.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 4.6.2 **General Liability (GL)** insurance on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: **"The Portland Development Commission, the City of Portland, and each of their respective officers, agents, and employees."** Acceptable endorsement types include the "CG2026 07 04" (Designated Person or Organization), "CG2010 10 01" (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.
- 4.6.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, each accident, covering owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 4.6.4 **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000** against arising from the Contractor's professionally negligent acts, malpractice, errors, or omissions related to the Contract.
- 4.6.5 **Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Contractor shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty-four (24) months following Contractor's completion and PDC's acceptance of the Work required under the Contract.

Prior to execution of the Contract, Contractor must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon.

## 5.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality and completeness of your proposal with the following Submittal Requirements and Evaluation Criteria. To facilitate evaluation, include a "Table of Contents" and organize your proposal in the order of the sections below.

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<sup>3</sup> <https://procure.portlandoregon.gov/bs/>



All submittal requirements listed as “**Mandatory**” in this section must be addressed in sufficient detail to demonstrate your understanding of the work requirements contained in this RFP. PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

**Page Limit.** PDC has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content.

## 5.1 COVER LETTER

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

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

## 5.2 QUALIFICATIONS AND EXPERIENCE OF YOUR FIRM (Mandatory)

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

- Number of years your firm has been in business, general scope of services provided, number of years providing web design and development services, current principal area(s) of expertise, and current number of employees
- Your firm’s management and organizational capabilities, particularly with regard to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
- A list of similar services your firm has provided other public agencies, if any
- Any other information that you believe makes the work your firm proposes to perform superior to that of other firms or information about your specialty or skill to perform a requested task

## 5.3 QUALIFICATIONS AND EXPERIENCE OF THE KEY PERSONNEL (Mandatory)

Provide the following information on the personnel proposed to work on the Project:

- A short but complete profile of each key individual proposed to perform specified tasks under the Contract (the “Key Personnel”), including their work history, education, key project experience, and pertinent professional qualifications and certifications (Limit: one page per person)
- A description of your Project Manager’s experience with similar projects

Key Personnel are expected to be available for the duration of the Contract term. Removal, substitution, or addition of the Key Personnel will be subject to PDC’s written approval.

#### 5.4 PREVIOUS RELATED PROJECTS AND PROJECT REFERENCES (Mandatory)

- **Previous Related Projects.** Provide a list of **no more than five (5)** past projects similar to the work described in this RFP. For each project, provide the following:
  - A short summary of the project, highlighting scope and other similarities
  - Key personnel involved and their responsibilities
  - Work products generated
  - Approximate delivery timeline

No more than one (1) of the previous projects listed may be work performed for PDC.

- **Project References.** For **at least three (3)** of the projects listed in the preceding section, supply reference information for PDC to contact regarding the quality of your firm's work as well as cost, scope, and schedule control. References may or may not be contacted. For each reference, include the name of the client and a contact name with phone number and email address.

#### 5.5 PROJECT APPROACH AND METHODS (Mandatory)

Provide a clear and concise description of the approach and methods your firm proposes to complete all requirements listed in Section 3.0 of this RFP. For all phases of work, include the following:

- Proposed tasks and activities
- Approach and methods that will be used to accomplish those tasks and activities
- Specific personnel assigned to perform the tasks and activities (including the personnel of subcontractors or subconsultants, if applicable)
- Time frame estimated to complete each task
- Description of the proposed Work Product(s) that will result from each task or activity
- Any recommended deviations or improvements of the scope listed in Section 3.1 or the schedule listed in Section 3.2 to gain efficiencies or generally improve on the Statement of Work

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

#### 5.6 COST PROPOSAL (Mandatory)

Propose the cost to effectively perform the Work by completing Exhibit A of this RFP.

**Travel Expenses.** Due to budget restraints, PDC will only reimburse Contractor's mileage for privately-owned vehicles (using current GSA rates) and local public transportation expenses (at direct cost). PDC will not reimburse expenses related to Contractor's airfare, lodging, meals, or rental vehicles. PDC strongly encourages the use of public transportation for all local transit in the performance of work under the Contract.

##### **General Pricing Instructions**

- All unspecified costs shall be borne by the Contractor
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

## 5.7 PROMOTION OF CERTIFIED FIRMS (Mandatory)

PDC is committed to increasing contracting and subcontracting opportunities for State of Oregon certified disadvantaged, minority-owned, women-owned, and emerging small business enterprises (collectively, “Certified Firms”) in order to promote their growth, capacity-building, and economic success of these businesses. As part of your response to this RFP, address the following:

- **Certification Status.** Is your firm currently a Certified Firm or has your firm recently applied for certification with the State of Oregon’s Office of Minority, Women and Emerging Small Business (“OMWESB”)? If so, provide a copy of the OMWESB’s approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.
- **Subcontracting Plan.** Do you intend to subcontract any element of the work described in this RFP? If so, provide the following information (a) the name(s) of the Certified Firms(s) and (b) the aspects of the work that will be subcontracted to Certified Firm(s)
- **Past Experience.** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past thirty-six (36) months? If so, indicate both the project(s) and the role of the Certified Firm(s) on the project(s)?
- **Innovation.** Describe any innovative or successful measures your firm has undertaken to work with or attempt to work with Certified Firms on previous projects.

PDC encourages you to do one or more of the following to find D/M/W/ESBs for your projects:

- Find D/M/W/ESB firms at <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>
- Contact PDC’s Equity Coordinator, Patricia Weekley, at (503) 823-3057 (direct) or [WeekleyP@pdc.us](mailto:WeekleyP@pdc.us) (email), to learn about resources available to assist you in identifying potential Certified subcontractors or subconsultants
- Contact the Metropolitan Contractor Improvement Partnership (“MCIP”) for assistance with identifying and contacting with capable and available Certified Firms. MCIP can be reached at: (503) 288-1211 (phone), 503-288-5786 (fax), [Chris@mcip-pdx.org](mailto:Chris@mcip-pdx.org) (email), or [www.mcip-pdx.org](http://www.mcip-pdx.org) (website).

## 5.8 PROPOSER CERTIFICATION

Complete and return Section 8.0 of this RFP, “Proposer Certification,” with your proposal.

| SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP |                  |
|--|------------------|
| EVALUATION CRITERIA (SCORED)   | MAXIMUM POINTS   |
| ➤ Qualifications and Experience of Your Firm                           | 10 Points        |
| ➤ Qualifications and Experience of the Key Personnel                   | 15 Points        |
| ➤ Previous Related Projects and Project References                     | 5 Points         |
| ➤ Project Approach and Methods   | 10 Points        |
| ➤ Cost Proposal  | 15 Points        |
| ➤ Promotion of Certified Firms   | 10 Points        |
| <b>Total Available Points</b>  | <b>65 Points</b> |

## NON-SCORED SUBMITTAL REQUIREMENTS

|                          |            |
|--------------------------|------------|
| ➤ Cover Letter           | Not Scored |
| ➤ Proposer Certification | Not Scored |

## 6.0 CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by PDC's Local Contract Review Board Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

**6.1 Reservation of Rights.** PDC, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279B.100; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer's past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates PDC to award a contract from this RFP.

### 6.2 Proposal Preparation and Submission Instructions

**6.2.1 Quantities of Proposals.** Proposers must submit the following materials which must be received by PDC at the proposal delivery location listed in Section 1.1 of this RFP no later than the "Proposal Due Date and Time" listed in Section 1.3 of this RFP:

- **One (1) original** proposal
- **One (1) electronic copy** on CD-ROM in either Adobe Acrobat or MS Word

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

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

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

PDC IS NOT LIABLE FOR ANY LOST, LATE, OR IMPROPERLY MARKED PROPOSALS.

**6.2.3 Form of Proposal.** Proposals must be typewritten on 8.5" x 11" white paper in no less than 11-point typeface. NO ORAL, EMAIL OR FACSIMILE PROPOSALS WILL BE ACCEPTED. Proposals should address the submittal requirements of this RFP in a clear, concise, and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.

**6.2.4 Sustainability of Proposal.** PDC strongly discourages the submission of elaborate artwork, corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. Do not use ring binders, section dividers, plastic

spines or any other materials which cannot be easily recycled. Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing 100% post-consumer waste content. Double-sided printing is required.

- 6.3 **Pre-Proposal Meeting.** A pre-proposal meeting is not scheduled for this RFP.
- 6.4 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email (preferred), mail, or fax and must contain the following:
- RFP solicitation number and title
  - RFP section being questioned
  - Specific question or request for change
- All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3 of this RFP.
- 6.5 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the Proposer’s proposal to be rejected.
- Up to the date and time proposals are due; it is the responsibility of all parties interested in this RFP to refer frequently to PDC’s Contract Opportunities website ([www.pdc.us/bids](http://www.pdc.us/bids)) to check for any addenda that have been issued for this RFP. PDC may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by PDC and modifying their proposal accordingly.
- 6.6 **Preparation Costs.** Proposers responding to this RFP do so at their own expense, and PDC will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP, including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.
- 6.7 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.
- 6.8 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the PDC Board of Commissioners or any PDC employee not specifically named in this RFP, except upon invitation by PDC in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. PDC will not hold “one-on-one” meetings with any interested party during the RFP process outside of a formal interview.
- 6.9 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

- 6.10 **Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of PDC and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192. Any portion of a proposal that a Proposer claims to constitute a “trade secret” must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

**"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS 192."**

If a Proposer marks every page or includes a blanket statement that the entire proposal is “Confidential” or “Proprietary,” the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed. PDC will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise. After award, the Contract between PDC and the successful Proposer will be a public document and no part of the Contract can be designated as “Confidential.”

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

- 6.11 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP, and PDC is under no obligation to request additional information if it is not included within your proposal. However, PDC may (a) request Proposers submit additional information during or after the proposal evaluation period; or (b) overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.12 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless PDC agrees to the withdrawal or modification in writing.
- 6.13 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. This committee will include staff of PDC and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 5 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer’s written response as well as any relevant information that PDC may subsequently request or discover. PDC will then add individual committee members’ scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).
- 6.14 **Interviews (Optional).** At PDC’s option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in person, over a conference call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.

- 6.15 **Selection Process.** If interviews are not conducted, PDC will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, PDC reserves the right to either re-score the Finalist Proposer(s)' proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award decision based on the cumulative strength of the Finalist Proposer(s)' proposal and interview.
- 6.16 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, PDC may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to PDC, with respect to the Proposer's successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. PDC reserves the right to use any information or reference that may be discovered. PDC may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.17 **Notice of Intent to Award.** After completion of the evaluation process, PDC will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 6.18 **Protest of Selection Process.** Any protest of PDC's selection process must be submitted in writing to the PDC Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of issuance of the NOIA. The envelope containing the protest must be marked with the Proposer's name and corresponding solicitation number, and conspicuously identified as a "Contract Award Protest." The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.
- 6.19 **Serial Negotiations.** After PDC has issued its NOIA and resolved all protests, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or PDC cancels this RFP.

## 7.0 TERMS OF THE CONTRACT

The following terms and conditions will govern the Personal Services Contract (called "this Contract" in below) between PDC and the successful Proposer (the "Contractor"). PDC reserves the right to modify any term or condition of the Contract prior to execution and may terminate the Contract, at its sole discretion, upon thirty (30) days written notice to the Contractor. PROPOSERS WHO TAKE OBJECTION TO ANY OF THE FOLLOWING TERMS MUST RAISE THOSE OBJECTIONS, IN WRITING, TO THE SOLICITATION

COORDINATOR FOR THIS RFP AND DO SO BY THE “DEADLINE FOR QUESTIONS AND REQUESTS FOR CHANGES” LISTED IN THE SECTION 1.3 OF THIS RFP.

**7.1 Early Termination of Contract**

- (a)** PDC and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- (b)** PDC, on thirty (30) or more days written notice to the Contractor, may terminate this Contract, in whole or in part, for any reason in its sole discretion.
- (c)** Either PDC or the Contractor may terminate this Contract, in whole or in part, in the event of a material breach of this Contract by the other party that is not cured. Prior to such termination, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not entirely cured within fifteen (15) calendar days, the party giving the notice may terminate this Contract at any time thereafter by giving written notice of Contract termination.
- (d)** In the event of early termination, all of the Contractor's work product will be delivered to PDC and become and remain property of PDC.

**7.2 Payment on Early Termination**

- (a)** In the event of termination under subsection 7.1(a) or 7.1(b), Early Termination of Contract, PDC shall pay the Contractor for Work performed in accordance with this Contract prior to the date of termination.
- (b)** In the event of termination under subsection 7.1(c), Early Termination of Contract, by the Contractor due to a breach by PDC, then PDC shall pay the Contractor as provided in subsection (a) of this section 2 and Contractor shall have no further right or remedy.
- (c)** In the event of termination under subsection 7.1(c), Early Termination of Contract, by PDC due to a breach by the Contractor, then PDC shall pay the Contractor as provided in subsection (a) of this section 7.2, subject to set off of excess costs and claims for damages, as provided for in subsection 7.4, Remedies.

**7.3 Effect of Expiration**

The passage of the Expiration Date 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.

**7.4 Remedies**

- (a)** In the event of termination under subsection 7.1(c), Early Termination of Contract, by PDC due to a breach by the Contractor, then PDC may complete the Work either itself, by agreement with another contractor or by a combination thereof, using the Contractor's Work Products or otherwise. 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 PDC the amount of the reasonable excess.
- (b)** The remedies provided to PDC under section 7.1, Early Termination of Contract and this section 7.4 for a breach by the Contractor shall not be exclusive. PDC also shall be entitled to any other equitable and legal remedies under applicable law.
- (c)** In the event of breach of this Contract by PDC, then the Contractor's remedy shall be limited to termination of this Contract and receipt of payment as provided in subsection 7.1(c), Early Termination of Contract and subsection 7.2(b), Payment on Early Termination.

**7.5 Subcontracts and Assignment**

- (a)** The Contractor shall not subcontract, assign, or transfer any of the Work, without the prior written consent of PDC. Notwithstanding PDC's approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and PDC shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of the Work, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- (b)** If applicable, Subcontractors approved by PDC to perform work under this Contract are listed in EXHIBIT A.



7.6 **Standard of Care**

The Contractor shall perform all services at the same level of professional skill, care, diligence, and standards as other professionals performing similar services under similar conditions. Failure to do so shall be considered a material breach of this Contract, and PDC may terminate this Contract pursuant to subsection 7.1(c), Early Termination of Contract, in addition to exercising any other available remedies. The Contractor will re-perform any services not meeting this standard or correct any inconsistencies, errors or omissions in the Work Products without additional compensation and without undue delay.

7.7 **Indemnity - Claims for Professional Liability**

The Contractor shall indemnify, defend, save, and hold PDC, the City of Portland, and each of their respective officers, agents, and employees, harmless from all claims, suits, or actions arising out of the professionally negligent acts, errors or omissions of the Contractor or its subcontractors, sub-consultants, agents, or employees in performance of professional services under this Contract. This provision shall survive any termination of this Contract.

7.8 **Indemnity - Claims for Other than Professional Liability**

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

7.9 **Insurance**

The Contractor's insurance requirements of this Contract are contained in EXHIBIT B. *[RFP, Section 4.6]*

7.10 **Ownership of Work Products**

All work products of the Contractor, its subcontractors, subconsultants, and their agents or employees, which result from or are prepared under this Contract (collectively, the "Work Products") are the exclusive property of PDC, whether or not delivered. PDC shall have the unrestricted right to use, reuse, publish, assign, convey, and license the Work Products. Work Products include but are not limited to all data, information in any form, documents, drawings, plans, specifications, photographs, research, analysis, and any other work subject to intellectual property laws and doctrines. PDC and the Contractor intend that such Work Products be deemed "work for hire" of which PDC shall be deemed to have all ownership rights of the author. If for any reason any Work Product(s) are not deemed "work for hire," Contractor hereby irrevocably assigns to PDC all of its right, title and interest in and to any and all of the Work Products whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. The Contractor agrees to execute such further documents and instruments as PDC may reasonably request in order to fully document such vested rights in PDC. The Contractor forever waives any and all rights related to the Work 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. The Contractor may refer to the Work Products in its marketing materials for advertising purposes. At PDC's request, Contractor shall deliver to PDC all Work Product in both written and its native format, in a form usable by PDC (for example, if in electronic form but password protected, Contractor shall supply to PDC the applicable password).

7.11 **Key Personnel**

The Contractor acknowledges that PDC's award of this Contract was made on the basis of the specialized background and abilities of the Contractor and subcontractor personnel identified in the Contractor's offer or proposal to PDC (the "Key Personnel"). The Contractor understands and agrees that unless the Contractor obtains PDC's prior written consent, any substitution or replacement of any Key Personnel, unless due to reasons outside the Contractor's control (e.g. serious illness, termination of employment), shall constitute a material breach of this Contract and PDC may exercise all available remedies under this Contract. In the event that Key Personnel of the Contractor become unavailable at any time, the

Contractor shall replace the Key Personnel with personnel having substantially equivalent or stronger qualifications than the Key Personnel being replaced. All new Key Personnel are subject to PDC's written approval. The Contractor shall remove any individual performing services under this Contract if so directed by PDC in writing following discussion with the Contractor, provided that the Contractor shall have a reasonable period of time within which to find a suitable replacement. The Contractor represents and warrants that all Key Personnel are fully licensed and/or registered to perform the particular services assigned to them under this Contract.

**7.12 Independent Contractor**

The Contractor certifies, represents, and warrants that Contractor is an independent contractor of PDC under all applicable State and federal laws. Contractor is not an "officer," "employee," or "agent" of PDC as those terms are used in ORS 30.265.

**7.13 Counterparts**

This Contract may be signed in counterparts that, taken together, constitute one and the same Contract. Delivery of a signed counterpart of the signature page of this Contract by facsimile or other electronic means (e.g., a PDF copy in an email) shall be as effective as delivery of a manually-executed counterpart of this Contract.

**7.14 Successors in Interest**

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

**7.15 Waiver and Severability**

The failure of PDC to enforce any provision of this Contract shall not constitute a waiver by PDC of that or any other provision. 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 this Contract did not contain the particular term or provision held to be invalid.

**7.16 Dispute Resolution**

The Parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the Parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform the Work pending resolution of a dispute, and PDC shall make payments as required by the Contract for the undisputed portions of the Work. In the event of litigation, no attorney fees are recoverable. No other dispute resolution paragraph(s) in this Contract, or any attachment hereto, shall supersede or take precedence over this provision.

**7.17 Amendments**

The Parties may amend this Contract at any time but only by written amendment executed by the Parties.

**7.18 Governing Law, Venue, 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 claim, action, suit or proceeding (collectively, a "Claim") between PDC and the Contractor that arises from or relates to this Contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim 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. THE CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**7.19 Compliance with Applicable Laws**

The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances – including all federal and state civil rights and rehabilitation rules and statutes – applicable to the Work. The Contractor shall comply with the clauses required in every public contract in

the state of Oregon, including ORS 279B.220, 279B.230 and 279B.235 which are hereby incorporated by reference. The Contractor further agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or disability.

**7.20 City of Portland Business License and Equal Employment Opportunity Certification**

Prior to beginning the Work, Contractor shall obtain a City of Portland business license and certify as an Equal Employment Opportunity employer as required by Portland City Code chapters 7.02.300 and 3.100, respectively.

**7.21 Subcontracting with Certified Minority-owned, Women-owned and Emerging Small Businesses**

Through its Business and Workforce Equity Policy, PDC seeks to extend subcontracting opportunities to State of Oregon certified Minority-Owned, Women-Owned and Emerging Small Businesses (collectively, "M/W/ESBs") in order to promote their economic success and growth. The Contractor is encouraged to make reasonable efforts to utilize M/W/ESB firms for any subcontracting opportunities that may arise under this Contract and to maintain a diverse workforce.

**7.22 Payment to Vendors and Subcontractors**

**(a)** The Contractor shall pay each subcontractor, supplier, and lessor providing it satisfactory services, materials or equipment for carrying out its obligations under this Contract within ten (10) business days from the receipt of each payment the Contractor receives from PDC.

**(b)** The Contractor shall not take or fail to take any action in a manner that causes PDC or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without PDC'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, PDC 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 PDC shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

**7.23 Order of Precedence**

Any apparent or alleged conflict between portions of this Contract will be resolved using the following order of precedence: (a) these Terms and Conditions; (b) the Statement of Work and Performance Schedule in EXHIBIT A; and (c) any other exhibits attached to this Contract.

**7.24 Access to Records**

The Contractor shall maintain, and 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 Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after the Expiration Date. Copies of applicable records shall be made available upon request for review and copy. Payment for the cost of photocopies is reimbursable by PDC.

**7.25 Audits**

**(a)** PDC, either directly or through a designated representative, may conduct financial and performance audits of the billings and the Work specified in this Contract at any time in the course of the Contract and during the three (3) year period after the Expiration Date. 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 PDC.

**(c)** If an audit shows the documentation of the Contractor that is directly related to the performance of the Work is insufficient for the purposes of conducting an audit in accordance with *Government Auditing Standards*, PDC may pursue remedies provided under section 7.1, Early Termination of Contract and section 7.4, Remedies.

7.26 **No Third Party Beneficiaries**

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.

7.27 **Notices**

Contractor's address to receive formal notices related to this Contract is the physical and email address listed on page 1 of this Contract. PDC's address for notices is the physical address of 222 NW 5th Avenue, Portland, Oregon 97209, sent to the attention of the PDC Project Manager identified on page 1 of this Contract, and the email address of [procurement@pdc.us](mailto:procurement@pdc.us). Any notice given by one party to the other party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, postage prepaid; (b) one day after being sent by email; or (c) when received, if personally delivered to the party at their physical address.

7.28 **Recycled Products**

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

7.29 **Confidentiality**

The Contractor acknowledges that it or its employees, agents or subcontractors may, in the course of performing its duties under this Contract, be exposed to or acquire information that is the confidential information of PDC. Any and all information provided by PDC and marked "confidential," or identified as confidential in a separate writing, that becomes available to the Contractor or its employees, agents or subcontractors in the performance of work under this Contract shall be deemed to be confidential information of PDC ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes (other than by disclosure by the Contractor) publicly known; (b) is rightfully in the Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (c) is obtained from a source other than PDC without the obligation of confidentiality; or (d) is disclosed with the written consent of PDC. The Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to PDC under this Contract. The Contractor agrees to advise each of its employees, agents, or subcontractors of their obligations to keep the Confidential Information confidential.

7.30 **Merger**

This Contract and attached exhibits constitute the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. The Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

[Remainder of this page intentionally blank]

## 8.0 PROPOSER CERTIFICATION

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

### RFP #15-01: PDC.us Website Redesign

- 8.1 You acknowledge receipt of addenda number \_\_\_\_\_ through \_\_\_\_\_ or  N/A.
- 8.2 If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 4.5 of this RFP.
- 8.3 To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
- 8.4 You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over PDC.
- 8.5 You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to PDC; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any PDC officer or employee that is not clearly disclosed in your proposal.
- 8.6 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

---

### SIGNATURE BLOCK

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

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

Printed Name and Title: \_\_\_\_\_

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

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

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

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

## EXHIBIT A. PRICE PROPOSAL WORKSHEET

### RFP #15-01, PDC.us Website Redesign

Propose the cost to successfully complete the work outlined in Section 3.1 of this RFP by completing this pricing exhibit. PDC will pay the Contractor in a certain number of fixed price payments only after fulfillment of the Success Criteria listed below.

**Proposer:** \_\_\_\_\_

#### Website Design and Development Costs

| Task              | Phase                                       | Success Criteria  | Cost      |
|-------------------|---|---|-----------|
| 3.1.1             | Discovery Phase                             | Kickoff meeting with PDC staff.   | \$        |
|                   |   | Approval of report described in this task   | \$        |
| 3.1.2             | Content Management Platform                 | Approval of CMS recommendation  | \$        |
| 3.1.3             | Design                                      | Approval of the website design  | \$        |
| 3.1.4             | Development                                 | Approval of the draft website, with functionality substantially complete (as determined by PDC) | \$        |
| 3.1.5             | Added Feature                               | Submission of the technical/price proposal  | \$        |
| 3.1.6             | Quality Testing, Assurance, and Site Launch | Live site launch  | \$        |
| 3.1.7             | Training & Maintenance                      | Completion of training and agreement to provide one year of routine maintenance                 | \$        |
| <b>Total Cost</b> |   |   | <b>\$</b> |

#### Reimbursable Expenses

If reimbursement for necessary expenses will be sought while performing work under the Contract, quote the cost of such expenses in the space below. Proposer must also provide an estimated total cost for all such reimbursable expenses below. If a mark-up rate will apply to reimbursable expenses, indicate the mark-up rate (maximum mark-up rate is 10% above cost).

| Reimbursable Expenses                             |             |                 |             |
|---|-------------|-----------------|-------------|
| Type of Expense                                   | Cost / Unit | Type of Expense | Cost / Unit |
|   |             |                 |             |
|   |             |                 |             |
| <b>Mark-up Rate: At cost (0%) or cost plus x%</b> |             |                 | <b>%</b>    |
| <b>Total Estimated Reimbursable Expenses</b>      |             |                 | <b>\$</b>   |

**Microsoft Word version of this worksheet is available by email request to the Solicitation Coordinator for this Request for Proposals.**