



**REQUEST FOR PROPOSALS #08-33
FOR
BUSINESS RECRUITMENT RESEARCH &
MEETING ARRANGEMENTS**

**PROPOSALS DUE: JUNE 18, 2009
BY 3:00 PM (Pacific Time)**

**Direct all questions to and
submit one (1) original,
five (5) photocopies and one (1)
electronic proposal (on cd-r) to:**

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

222 Northwest Fifth Avenue
Portland, Oregon 97209

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

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

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I. REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title: **Business Recruitment Research & Meeting Arrangements**
Solicitation Number: **RFP # 08-33**
Solicitation Coordinator*: **Daniel Spero, CPPB; Senior Procurement Specialist**
Contact Information: **(503) 823-3291** (office)
(503) 865-3738 (fax to email)
sperod@pdc.us (email)

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

*** All questions regarding this RFP must be directed to the Solicitation Coordinator identified here.**

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

The PORTLAND DEVELOPMENT COMMISSION ("PDC" or "Commission"), the urban renewal agency for the City of Portland, Oregon is seeking competitive proposals from qualified and experienced individuals, firms or teams (hereafter "Proposers") to conduct research and arrange five to ten (5-10) meetings between PDC staff and representatives of medium to large-sized companies for at least ten to fifteen (10-15) predetermined trade shows as further described in this Request for Proposals ("RFP").

The purpose of these meetings is to give PDC Target Industry staff an opportunity to meet with company decision-makers that have expressed an interest in establishing an office in Portland, Oregon; are looking to establish an office on the west coast but have not yet settled on a location; or are interested in learning more about the Portland Metropolitan Region and its industries as it relates to their respective company's needs.

PDC intends to award one (1) exclusive contract to the successful Proposer in connection with this Request for Proposals ("RFP").

II. SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

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

Request for Proposals Issued	May 27, 2009
Deadline for Proposer Questions and Request(s) for Change(s)	June 8, 2009
Proposal Due Date and Time	June 18, 2009 by 3:00 PM (Pacific)
Evaluation Period, Ending (<i>tentative</i>)	June 30, 2009
Notice of Intent to Award, Issued (<i>tentative</i>)	July 1, 2009
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Contract Execution Date (<i>tentative</i>)	July 31, 2009

III. PDC & PROJECT BACKGROUND

A. About the Portland Development Commission

For five decades the Portland Development Commission (PDC) has played a key role in keeping Portland one of America's most livable cities. Created by City of Portland voters in 1958 to eliminate urban blight, *PDC brings together resources to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, quality jobs and housing for all.*



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

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

In carrying forward our mission over the years, PDC has played a major role in some of Portland's most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Classical Chinese Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail.

In neighborhoods throughout the City, PDC has assisted over 14,000 homeowners repair or purchase their homes over the past 30 years, and provides financing for over 2,000 units of affordable rental housing annually.

In the past five years, PDC economic development programs have helped create or retain more than 10,300 jobs and various business loan programs have assisted more than 400 local business owners.

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

B. About the Project

PDC Target Industry staff (“PDC staff”) are located in the Business and Industry Division of PDC’s Urban Development Department. The staff have the responsibility of recruiting new businesses to the Portland region from other regions of the United States as well as from throughout the world. PDC’s target industries include the following:

- Active-wear/outdoor gear
- Biosciences
- Clean tech and sustainable industries
- Software
- Advanced manufacturing

Companies within these industries are the primary targets for recruitment. See additional information on PDC’s target industry clusters on the PDC website:

http://www.pdc.us/bus_serv/overview-strategy.asp

Factsheets on each target industry cluster can be found here:

http://www.pdc.us/pubs/inv_detail.asp?id=932&ty=46

PDC’s target industry strategy is the organizing principle for retaining, recruiting and expanding firms in these industries. These industries have demonstrated growth beyond industry averages and have assembled the elements of tangible competitive advantages, including concentrations of talent, deepening supply chains and a proximity to customers or product feedback loops (e.g., local outdoor recreational culture informs product development in active-wear). Each of the clusters demonstrates a strong correlation with job creation within the city of Portland. By prioritizing these promising sectors, the city intends to create 10,000 new green jobs over the next five years.

One of the most effective means of meeting some of the most successful representative businesses from these industries is to attend targeted, and credible, industry trade shows. Industry trade shows attract a wide range of cutting edge businesses of varying sizes. PDC staff typically travel to ten to fifteen (10-15) trade shows annually. On average, there are 600 to 1,500 exhibitors at any given trade show. Determining which exhibitors might have an interest in investing in the Portland region would require extensive cold-calling on each exhibitor; whereas, well-coordinated, prearranged meetings will substantially maximize PDC staff efforts and time at the trade shows.

Prearranged meetings allocate a specific time where focused attention can be applied. In addition, they provide advance knowledge and preparation time for meeting participants as information about PDC and the Portland region are supplied to target companies and information about the target company is provided to PDC staff in advance. Prearranged meetings, in conjunction with a level of cold calling, enable a much higher probability of successfully identifying prospects.

Through this RFP, PDC seeks a consultant who will arrange five to ten (5-10) appointments with non-retail, medium to large-sized companies, or smaller companies with growth potential, at each of the predetermined trade shows. The purpose of these appointments are to give PDC staff an opportunity to meet with company decision-makers that: 1) have expressed an interest in establishing a location in Portland; 2) are looking to establish a location somewhere on the west coast but have not yet settled on a location; or 3) have expressed an interest in learning more about the Portland Metropolitan Region and its industries as it relates to their respective business’ future needs.

Proposers must demonstrate an effective approach for screening and narrowing down companies from the 600 to 1,500 exhibitors participating in each show or event, to the 5-10 companies that PDC staff should meet.

C. Project Objectives

Overall objectives for the work performed under a contract awarded from this RFP are as follows:

1. Obtain trade show exhibitor lists from predetermined shows; research businesses and identify 5-10 prospects for meetings with PDC staff based on the criteria described in Section III (B) of this RFP.
2. Produce profiles of identified businesses to enhance understanding of prospect and to convey understanding of Portland.
 - a. Prepare profile of prospects and supply to PDC representative.
 - b. Utilize PDC staff inputs to prepare profile of Portland metropolitan region and supply to prospect
 - c. Solicit and supply tradeshow attendee listings where available.
3. Prepare a report for each trade show to support follow-up activity.

IV. SCOPE OF WORK & CONTRACT REQUIREMENTS

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

A. Scope of Work

PDC seeks consulting advice and assistance to complete the following work for the PDC Urban Development’s business recruitment activities. The Selected Consultant is expected to begin work on the project immediately upon the contract being executed and ensure deadlines are met:

Consistent with the requirements and criteria set forth in Section III (B) and (C) of this RFP, Selected Consultant shall:

1. **Research.** Selected Consultant shall conduct research on PDC-identified trade shows and conferences (the “Event(s)”), as listed in Section IV (B) below) to identify non-retail, medium to large-sized companies that have a stated interest in expanding or relocating their business operations to Portland, Oregon or the Portland Metropolitan region (the “Prospects”). These Prospects could be trade show exhibitors, attendees, or even companies located in the vicinity of an Event. Research shall also include which additional Events PDC staff should consider attending in the future. Selected Consultant shall also gather information from Prospects regarding their existing partnerships or relationships with Portland-area businesses.
2. **Introductions.** Selected Consultant shall provide effective introductions to representative of five to ten (5-10) Prospects per Event. Selected Consultant must effectively use existing PDC information to foster prospect interest.
3. **Meeting Coordination.** Selected Consultant shall arrange meetings between Prospects’ representative(s) and PDC staff in nearby proximity to each Event, at a date and time that is mutually-agreeable to Prospects and PDC staff. Where applicable, in addition to arranging meetings with Prospects attending each Event, also arrange meetings with prospective companies that are within reasonably close geographic distance to each Event venue. If desired by PDC staff, Selected Consultant will work with PDC staff to determine dates of appointments and days of travel needed to conduct additional appointments outside of an Event venue, including fly-out appointments. Selected Consultant must ensure that the Prospect is specifically aware that appointments are being made on behalf of PDC and that PDC staff will be coming to meet with them. In some cases, PDC staff – through independent research or as a result of contacts made at previous events or trade shows – will provide Consultant with names of companies and/or company contacts with whom they would like meetings arranged.
4. **Prospect Information.** For those Prospects Selected Consultant has identified to meet with PDC staff at or around each Event, Selected Consultant shall provide PDC staff with pertinent prospect information in order to best ensure an effective meeting. This information must include, but is not limited to, the following:

- i. Name(s) and title(s) of contact person(s)
- ii. Contact information (minimally, phone number and email address)
- iii. Business address
- iv. Business profile information, including:
 1. company overview
 2. number of employees
 3. years in business
 4. revenue range
 5. featured products and specialties
 6. website address
- v. Nature of interest in the Portland region.

This information shall be provided to PDC at least two (2) weeks in advance of the Event.

5. **Check-in.** Prior to each Event, Selected Consultant shall participate in a preparatory call or meeting with PDC staff in order to be briefed on target companies, the Event, PDC goals and how best to present the Portland region for that particular industry. Additionally, Selected Consultant will call or meet with PDC staff one (1) week prior to that Event for a final briefing. Selected Consultant must be available and prepared to discuss additional details with PDC staff as an Event is occurring.

No competition. By executing a contract awarded from this RFP, Selected Consultant agrees to refrain from entering into a contract to provide similar services with other Pacific Northwest economic development agencies throughout the duration of the contract and for a period of three (3) months after the expiration date of the contract without the prior written authorization of PDC. If Proposer has any existing actual or potential conflicts of interest in satisfying this requirement, state so in your proposal.

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

B. Event Schedule

The following schedule will be adjusted down to ten to twelve (10-12) Events or new functions may be added at the discretion of PDC.

Trade Show Schedule*		
Trade Show	Dates	Location
24th European Photovoltaic Solar Energy Conference	September 20-15, 2009	Hamburg, Germany
Solar Power	October 27-29, 2009	Anaheim, CA
GreenBuild	November 10-13, 2009	Phoenix, AZ
Renewable Energy World Conference & Exhibition	February 23-25, 2010	Austin, TX
PV Expo Japan	March 3-5, 2010	Tokyo, Japan
European Wind Energy Conference & Exhibition	April 20-23, 2010	TBD, Europe
Windpower 2009	May ?-??, 2010	TBD, U.S.

InterSolar	May ?-??, 2010	TBD, Europe
Placeholder for EV Conference	Spring 2010	TBD, U.S.
National Manufacturers Week	September 22-24, 2009	Chicago, IL
Fabtech	November 15-18, 2009	Chicago, IL
MD&M West	February 8-11, 2010	Anaheim, CA
MD&M East	Jun-10	New York
National Brownfield Association Conference	Mar-10	TBD
InterSolar North America	July 13-16, 2010	San Francisco, CA
Windpower 2010	May 23-26, 2010	Dallas, TX

PDC reserves the right to designate alternate Events in lieu of Events listed below so long as PDC provides Selected Consultant with notice of the alternate designation at least thirty (30) days in advance of the Event to be replaced and the alternate designation does not materially increase the cost to Selected Consultant to perform the work with respect to alternate Event.

* The trade show schedule will be revised periodically and is subject to change based on budget and staff resources.

C. Contract Requirements and Term

1. **Form of Agreement.** The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the "Contract") with PDC. The terms and conditions that will govern the Contract can be found in Section VIII of this RFP, "Standard Contract Terms & Conditions." PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties.
2. **Compensation and Payment.** See Section V (F) of this RFP for details on compensation and payment. Any subsequent change of the billing rates, maximum compensation and/or term will be implemented by written Amendment to the Contract, signed by both parties. Payment Terms: Net 30 Days.
3. **Term.** The initial contract term shall be for a period of one (1) year which may be extended for four (4) additional one-year periods upon the mutual written agreement between the parties to the Contract. The maximum duration of the contract, including all extensions, shall not exceed five (5) years.

D. Contract Budget

PDC's budget for a contract awarded from this RFP is approximately \$3,500 to \$6,000 per Event or \$35,000 - \$72,000 annual (10-12 Events at \$3,500 to \$6,000 per Event).

V. 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 the proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the Proposer's understanding of the requirements described in Section IV of this RFP, "Scope of Work." See also Section VI (B) of this RFP, "Instructions to Proposers," for overall proposal preparation and submission directions.

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 below will be considered non-responsive and will not be considered for contract award.**

A. Cover Letter

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

In a one (1) page cover letter, provide a summary of your proposal. This cover letter should include a brief history of your firm, a short biography of the lead or primary person servicing PDC and a brief description of the services your firm proposes to provide PDC. **Additionally, include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm's primary contact(s) for this RFP, if different.**

B. Qualifications and Experience of Firm

(Mandatory Submittal Requirement – **10 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:

1. Number of years Proposer's firm has been in operation and number of years Proposer's firm has been providing business research and meeting arrangement services
2. Brief description of similar projects performed in the past five (5) years that best characterize firm's capabilities
3. Indicate the firm's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
4. List similar services firm provided to other public agencies

References. Additionally, list three (3) current or immediate past professional references, for projects of similar depth and scope as described in this RFP, for PDC to contact regarding your firm's capability to perform the services described in this RFP. Please include your reference's company name, a contact person with phone number and email address and a description of the services provided for this reference. References may or may not be contacted at PDC's discretion. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal.

C. Qualifications and Experience of Key Personnel
(Mandatory Submittal Requirement – **15 Maximum Points**)

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

For this section, also provide the following:

1. *Management Approach*: Describe the overall management approach to the Project Team and of all activities required in the Scope of Work, including management objectives and techniques that demonstrate how the work requirements will be met on time and within budget
2. Describe the Project Manager's experience with similar projects
3. Provide an organization chart of the proposed project team

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

D. Previous Related Projects & Work Products
(Mandatory Submittal Requirement – **20 Maximum Points**)

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

1. Short summary of project, highlighting scope and other similarities
2. Key personnel involved and their responsibilities
3. Delivery timeline
4. Work products generated

Include **no more than five (5)** previous projects and related work products.

E. Project Approach and Methods
(Mandatory Submittal Requirement – **35 Maximum Points**)

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

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

1. Describe your 1) proposed work tasks and activities; 2) approach and methods that will be used to accomplish these tasks and activities; and 3) specific personnel assigned to project tasks and activities
2. Describe the proposed Work Product(s) or deliverable(s) that will result from each task or activity
3. Identify the time frame estimated to complete each phase of the project

4. Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors (if applicable)
5. List any additional PDC resources (staff, materials, network access, etc.) that are necessary for Selected Contractor to complete this project

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

F. Price Proposal

(Mandatory Submittal Requirement – **20 Maximum Points**)

Propose and detail the total proposed cost to effectively complete the work and requirements as set forth in Section IV of this RFP, “Scope of Work.”

Total proposed cost must include:

1. **Cost per Event.** As mentioned in Section IV (A) of this RFP, PDC requires research, check-ins, introductions, meeting coordination and background information for business appointments between PDC staff and five to ten (5-10) Prospects at ten to twelve (10-12) Events per year. **Propose the fixed price per Event to perform the work.** The proposed “Cost per Event” will be multiplied by the total number of Events that PDC decides to attend for the year. Selected Consultant’s total annual costs and expenses will then be payable to the Selected Consultant in twelve (12) equal monthly installments. If PDC and Selected Consultant elect to renew their Contract for additional twelve-month period(s), the total annual cost for subsequent year(s) will be at “Cost per Event” times the number of Events PDC will attend in that year, subject to the “Escalation of Consultant Rates” provision below.
2. **Additional Expenses.** Detail any other expenses that are in addition to the “Cost per Event,” including those of subcontractors (if applicable). State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage.

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

Travel Expenses. No travel expenses will be reimbursed under a contract awarded from this RFP.

Escalation of Consultant Rates. All contract pricing shall be protected for the first twelve (12) month period of the awarded Contract. Thereafter, requests for changes to Contract pricing shall only be considered on an annual basis and shall be subject to PDC approval. Requests for Contract pricing change shall only be proposed in proportion to increases in the Consultant’s costs for the contracted positions and must be submitted in writing to the PDC Contract Manager not less than forty-five (45) days prior to the anniversary date of the Contract. Such requests must include verifiable documentation that clearly demonstrates increased costs to the Consultant. If the request is approved, the parties will agree to the approved Contract price increase by a written Amendment to the Contract, prepared by PDC. The price increase will be effective only upon execution of the Contract Amendment by both parties.

G. Promotion of M/W/ESB Firms in Subcontracting Opportunities
(Mandatory Submittal Requirement – **15 Maximum Points**)

PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (collectively, “M/W/ESBs”) in order to promote their economic success and growth. PDC values, supports and nurtures diversity and encourages any firm contracting with PDC to do the same. All Proposers shall address the following in their proposal:

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

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

Please read, detach, sign and return Section X of this RFP, “Proposer Certification,” with your proposal.

Summary of Submittal Requirements & Evaluation Criteria

Evaluation Criteria (Mandatory Requirements)

1. Qualifications and Experience of Firm	10 Points
2. Qualifications and Experience of Key Personnel	15 Points
3. Previous Project & Related Work Products	20 Points
4. Project Approach and Methods	35 Points
5. Price Proposal	20 Points
6. Promotion of M/W/ESB Firms in Subcontracting Opportunities	15 Points

Maximum Points

10 Points

15 Points

20 Points

35 Points

20 Points

15 Points

=====

Total: 115 Points

Other Submittal Requirements

7. Cover Letter	Not Scored, but Required
8. Proposer Certification	Not Scored, but Required

VI. INSTRUCTIONS TO PROPOSERS

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

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

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

- Proposers shall submit the following which must be received by PDC no later than the "Proposal Due Date and Time" at the location listed above:
 - o **One (1) original** proposal
 - o **Five (5) color photocopies** of the same pages;
 - o **One (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word.

The original proposal must bear an original ink signature and shall be marked "ORIGINAL."

- Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, all such package or envelope must be **clearly marked** with the following:
 - o RFP Solicitation Number
 - o Date and time proposals are due
 - o Proposer's name and address
 - o Name of the Solicitation Coordinator

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

- Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
- Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired. Unless specifically required in this RFP, PDC discourages the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.
- In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, stapled sets (or otherwise securely fastened), printed on recycled paper containing at least 30% post-consumer waste content. **Do not use ring binders, section dividers or any other materials which cannot be easily recycled.** Double-sided printing is preferred.

- C. **Preparation Costs:** PDC shall not be responsible for any costs incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.
- D. **Pre-Proposal Meeting:** No pre-proposal conference or meeting is scheduled for this RFP.
- E. **Requests for Clarification or Change:** All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFP or a contract awarded from this RFP, must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for clarification or change must be received **no later** than the Deadline for Proposer Questions/Requests for Change listed in Section II of this RFP, "Schedule of Solicitation and Contract Award Events."

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

- RFP Solicitation Number and Title;
- RFP Specification (or contract or insurance provision) being questioned;
- Date of request for change or clarification (*not later than the date to submit a request for clarification or change*);
- Request for change or clarification.

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

- F. **Changes to this RFP:** Any change to or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFP will be issued in the form of a written Addendum to this RFP. Unless otherwise stated, Proposers are not required to return Addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Addendum into their final proposal. Failure to do so may cause the Proposer's proposal to be rejected.

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

Note: It is the responsibility of all parties interested in this or any other PDC contract opportunity to refer frequently to PDC's "[RFPs/RFQs and Bid Opportunities](#)" website to check for any addenda that have been issued for this or other contract opportunity, up to the solicitation closing time. PDC may make a courtesy effort to notify interested parties of any addenda issued for this RFP; though, PDC is not responsible to notify interested parties by email or by any other means in the event an Addendum is issued by PDC.

- G. **Single Point of Contact:** After this RFP has been issued and before an ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract must be directed to the Solicitation Coordinator identified herein.

- H. Prohibition of Lobbying in Support of Proposals:** After this RFP has been issued and before any contract has been awarded, Proposers are cautioned not to undertake any activity or action to promote or advertise their proposals except upon invitation by PDC in a formal interview; or to make any direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members or other PDC employees not specifically identified in this RFP. Doing so may be cause for proposal rejection.
- I. Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract awarded from this RFP, upon PDC's finding that it is in the public interest to do so.
- J. Recycled Products:** Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this RFP.
- K. Captions.** The captions or headings used in this RFP are for convenience and reference only and in no way modify the scope or intent of any provision contained in this RFP.
- L. Public Records and Disclosure:** All proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of proposals for which the Proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" must meet the requirements of ORS 192.501(2).

All such sections in a proposal must be clearly marked with the following:

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

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

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

- M. Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the submittal requirements contained in this RFP and PDC is under no obligation to request such information if it is not included within the Proposer's proposal. However, PDC reserves the right to request individual Proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the Proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
- N. Proposer Offer, Withdrawal and Modification:** Any proposal submitted in response to this RFP will be regarded by PDC as a binding offer by the Proposer to complete the work described above for a period of ninety (90) calendar days from the date proposals are due. This period may be modified upon the mutual agreement between PDC and Proposer.

Proposals may be withdrawn or modified prior to the date and time proposals are due by written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the date and time proposals are due unless agreed to by PDC in writing.

- O. Investigation of References:** PDC reserves the right to investigate references, the financial capacity, credit history and the past performance of any Proposer, including service(s) provided to PDC, with respect to Proposer's successful performance on other projects; compliance with specifications and contractual obligations; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference that may be discovered, including information based upon PDC's experience, in evaluating any proposal. PDC may postpone issuance of a Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any proposal at any time prior to PDC's execution of a Contract in the event a Proposer's reference checks prove unsatisfactory.
- P. Method of Evaluation:** After PDC opens all timely-received proposals, unless this RFP is otherwise canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed submittal procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. Evaluation will be based on the written information submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the Proposers to determine the "finalist Proposer(s)." Finalists will be those highest-ranked responsive Proposers after evaluation.

At its sole discretion, PDC may invite the finalist Proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of finalist Proposer(s) to the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC reserves the right to rescore the finalist Proposers or to use the original scores solely as the basis to determine the finalist Proposer(s).

- Q. Selection Process and Notice of Intent to Award:** PDC reserves the right to select for contract award the Proposer that offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, convenience and service to PDC.

After completion of the evaluation summary, PDC will name an apparent successful Proposer and issue a "Notice of Intent to Award" a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to contract award. All competing Proposers will be notified of PDC's Intent to Award in writing, the identity of the apparent successful Proposer and will be given seven (7) calendar days to review the solicitation file and evaluation summary at the PDC office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP.

- R. 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 Notice of Intent to Award. The protest letter and envelope must be clearly marked with Proposer's name, the corresponding solicitation number and identified as an "RFP Protest." The Proposer's written protest must specify the legal, procedural and/or factual grounds upon which the protest is based and a statement of relief requested. The judgment used in proposal scoring by individual evaluators is not grounds for protest. Protests not asserted or not properly asserted within the timelines described herein shall be deemed waived by the protester.
- S. Negotiable Terms and Conditions:** After PDC has issued its Intent to Award and resolved all protest matters, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that all such negotiations shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer.

VII. INSURANCE REQUIREMENTS

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

- A. 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 Contractor. Additionally, "The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees" shall be named as Additional Insured with respect to the contractor's services to be provided under the contract. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
- B. 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.
- C. Workers' Compensation** Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

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

VIII. STANDARD CONTRACT TERMS & CONDITIONS

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

1. Access to Records

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

2. Audits

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

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

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

3. Effective Date and Duration

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

4. Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract for the current Fiscal Year, provided, however, that continuation of this contract or any extension, after the end of the Fiscal Year is contingent upon additional budget appropriation for any succeeding Fiscal Year. The Fiscal Year runs from July 1 through June 30 of the succeeding year. In the event of non-appropriation of funds for this contract, the Commission reserves the right to modify, amend or terminate without prejudice this contract upon the Commission's finding that it is in the public interest to do so.

5. Early Termination of Contract

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

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

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

6. Payment on Early Termination

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

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

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

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

7. Remedies

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

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

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

8. Subcontracts and Assignment

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

9. Indemnity - Claims for Other than Professional Liability

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

10. Indemnity - Claims for Professional Liability

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

11. Indemnity - Standard of Care

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

12. Insurance

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

13. Ownership of Work Products

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

14. Nondiscrimination

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

15. Counterparts

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

16. Successors in Interest

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

17. Severability

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

18. Waiver

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

19. Errors

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

20. Recycled Products

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

21. Governing Law, Venue and Consent to Jurisdiction

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

22. Amendments

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

23. Business License

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

24. Prohibited Interest

(a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

(c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

(a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.

(b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.

(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

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

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) the Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.

(c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

27. Confidentiality

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

[Remainder of this page is intentionally left blank.]

IX. PROPOSER CERTIFICATION

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

RFP 08-33: Business Recruitment Research & Meetings

1. The undersigned acknowledges receipt of Addenda Numbers ___ through ___ or ☐ N/A.
2. If selected to go to contract, prior to contract execution, Proposer shall: 1) be a legal entity that is [registered to transact business in the State of Oregon](#); 2) [obtain a City of Portland Business License](#); 3) [be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 4) provide adequate proof of insurance, as set forth in Section VII of this RFP. Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term.
3. Proposer certifies it is an independent contractor as defined by ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state or federal tax law.
4. Proposer certifies this proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Proposer has not induced any person, firm or corporation to refrain from proposing; and Proposer has not sought by collusion or fraud to obtain for itself any advantage over any other Proposer or over PDC.
5. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to PDC, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer or employee.
6. Proposer agrees to make their proposal a binding offer to PDC for a period of 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: _____

Proposer's Legal Business Name: _____

Proposer's Mailing Address: _____

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