

*Investing in Portland's Future*

**PDC**

**PORTLAND DEVELOPMENT COMMISSION**

## **PORTLAND DEVELOPMENT COMMISSION**

### **REQUEST FOR QUALIFICATION (RFQ) #09-29**

**FOR**

### **CREATIVE DESIGN SERVICES (GRAPHIC DESIGN AND/OR WEB DESIGN)**

**PROPOSALS DUE: APRIL 20, 2010  
BY 2:00 PM (Pacific Time)**

**Direct all questions to and  
submit one (1) original proposal,  
five (5) photocopies of the proposal,  
and one (1) electronic copy of the  
proposal (including cover letter) on CD to:**

Larry Wright, CPPO, CPPB  
Procurement Services Supervisor  
Portland Development Commission  
222 NW Fifth Avenue  
Portland, Oregon 97209

(503) 823-3328 (direct)  
(503) 865-3905 (fax)  
[WrightL@pdc.us](mailto:WrightL@pdc.us) (email)  
<http://www.pdc.us/> (www)

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

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EXHIBIT A, Sample Work Order Form

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## I. REQUEST FOR QUALIFICATIONS INFORMATION & OVERVIEW

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Request for Qualifications Title: **Creative Design Services (Graphic and/or Web Design)**  
Solicitation Number: **RFQ #09-29**  
Solicitation Coordinator\*: **Larry Wright**, Procurement Services Supervisor  
Contact Information: **(503) 823-3328** (direct)  
**(503) 865-3905** (fax)  
[WrightL@pdc.us](mailto:WrightL@pdc.us) (email)  
Proposal Delivery Location\*\*: **Portland Development Commission**  
**Attn: Larry Wright, Professional Services**  
**222 NW 5th Avenue**  
**Portland, OR 97209**

**\* This is the sole point of contact for this RFQ. Direct all questions regarding this RFQ 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.**

Through this Request for Qualifications (this "RFQ"), the Portland Development Commission ("PDC") is seeking competitive proposals from qualified and experienced individuals, firms or teams ("Proposers") to provide Creative Design Services (Graphic Design and/or Web Design) on an "as needed" basis. PDC may award one or more Flexible Service Contracts from this RFQ. The awarded Flexible Services contracts are anticipated to start on or about May 1, 2010. The initial contract(s) will be awarded for a one year period with PDC reserving the right to extend the contract(s) for two additional years, not to exceed a total of three years). The value of each contract is anticipated not to exceed \$ 50,000 over a 3-year period. A Flexible Service Contract is a price agreement for services. The services requested under a Flexible Services Contract will typically be for projects that are small to medium in size and limited in scope. They generally include work with short deadlines, scopes that may need to be developed quickly and/or require expertise not currently in-house.

Specific project work will be assigned, amended and/or cancelled under the established contract through a PDC Work Order (a sample of which can be found in EXHIBIT A of this RFQ). Rate schedules provided by the selected Proposer(s) will be used for all work resulting under the contract and are binding unless the contract is otherwise amended. PDC MAKES NO GUARANTEES OF WORK UNDER A FLEXIBLE SERVICES CONTRACT AND PDC HAS NO OBLIGATION TO ORDER WORK.

## II. SCHEDULE OF SOLICITATION & CONTRACT(S) AWARD EVENTS

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

|                                                          |                                                         |
|----------------------------------------------------------|---------------------------------------------------------|
| Request for Proposals Issued                             | March 22, 2010                                          |
| Deadline for Questions and Requests for Changes          | April 6, 2010                                           |
| <b>Proposal Due Date and Time (no later than)</b>        | <b>April 20, 2010 by 2:00 PM</b>                        |
| Evaluation Period, Ending ( <i>tentative</i> )           | April 29, 2010                                          |
| Notice of Intent to Award, Issued ( <i>tentative</i> )   | April 30, 2010                                          |
| Deadline for Protest of Intent to Award                  | Seven (7) calendar days after Notice of Intent to Award |
| Anticipated Contract Execution Date ( <i>tentative</i> ) | May 24, 2010                                            |

**No pre-proposal meeting is scheduled for this RFQ.**

### III. BACKGROUND

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Created by a vote of Portland citizens in 1958, PDC serves as the urban renewal agency for the City of Portland, Oregon. In 2008, PDC celebrated its 50th anniversary. Throughout the past five decades, PDC has played a key role in keeping Portland one of America's most livable cities. Our mission is to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy and quality jobs and housing for all. Today, PDC is internationally recognized as a model for urban renewal success and sustainable practices.



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:

- **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; providing funding and oversight of new infrastructure (e.g., roads, transit, parks) as well as providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives.
- **Housing.** PDC administers a variety of housing development and finance programs to help meet Portland's housing goals of providing a diversity of affordable housing types throughout the City that help support broader area and neighborhood development objectives, as well as accommodate a growing population.
- **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.

## **IV. SCOPE OF SERVICES & WORK ORDERS**

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Through this RFQ, PDC desires to enter into Flexible Services Contract(s) with one or more successful Proposer(s) (the "Selected Contractor(s)") for the provision of the services listed below. Selected Contractor(s) will provide PDC with Creative Design Services (Graphic Design and/or Web Design). These services will be provided on an **as-needed basis** through Work Orders to Flexible Services Contracts more fully described in the "Contract Requirements and Work Orders" section below. **SELECTED CONTRACTOR(S) MAY NOT BEGIN WORK WITHOUT A FULLY-EXECUTED WORK ORDER.**

### **A. SCOPE OF SERVICES**

#### **Specific Categories of Creative Design Services desired:**

Creative Design Service categories and associated tasks to be performed under this contract may include, but are not limited to the following. **Note: Firms may respond to one or both of the categories listed below.** Separate Creative Design Services (Graphic Design and/or Web Design) Flexible Services contracts will be awarded for each category listed.

#### **Category 1: Graphic Design Services:**

As requested by PDC's Senior Designer, produce original graphics and art including, but not limited to: annual and quarterly reports, newsletters, presentation materials, visual displays, signage, maps, brochures, advertisements, transit posters, manuals, handbooks, and other publications using traditional and electronic design techniques.

Selected contractor must have:

- High proficiency in the areas of
  - graphic design,
  - typesetting,
  - scanning and photo manipulation,
  - page layout,
  - graphing,
  - word processing.
- The ability to produce art using
  - *traditional board skills, including hand lettering,*
  - *paste-up,*
  - *T-square,*
  - *precision cutting, and*
  - *triangle skills.*
- Understanding of photography techniques and skills.

- High degree of proficiency required in:
  - Quark X-Press,
  - Photoshop,
  - InDesign,
  - Illustrator (Adobe Creative Suite) and MS Office (Word, Excel, Power Point),
  - Adobe Acrobat,
  - Dreamweaver,
  - Flash,
  - HTML,
  - CSS,
  - ASP, and
  - familiarity with Web Content Management Systems.

All production programs must be current to those versions used by PDC.

**Category 2: Web Design Services:**

- As requested by PDC's Web Content Coordinator,
  - produce original design, architecture and developed pages for web sites,
  - develop web sites
  - create HTML e-mail marketing pieces,
  - modify content, structure and pages on existing web sites,
  - create original web graphics, and
  - optimize images for web use.
- Selected Contractor must have high proficiency in designing and developing web sites with an emphasis on usability and the creation of clean, easily-editable code, creating web graphics and optimizing images for display on web sites.

A Proposer wishing to submit in more than one Service Area (category), listed above, must submit separate proposals for Service Area (category) in which the Proposer is interested. The Service Area (category) must be clearly identified on the outside of the envelope and in the Cover Letter. Each proposal submitted must meet the RFQ Submittal Requirements of this RFQ as a stand-alone response and cannot rely on information included in other proposals submitted by the same Proposer.

**B. CONTRACT REQUIREMENTS AND WORK ORDERS**

1. **Form of Agreement.** The Proposer(s) selected for contract award from this RFQ will be invited to enter into a Flexible Services Contract (the "Contract") with PDC. The terms and conditions that will govern the Contract can be found in Section VII of this RFQ, "Contract Terms and Conditions." PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon PDC's issuance of a Work Order to the Selected Contractor (see below). THE AWARD OF A CONTRACT DOES NOT AUTHORIZE ANY WORK AND DOES NOT OBLIGATE PDC TO AUTHORIZE ANY WORK.

2. **Work Orders.** Flexible Services Work Orders, a sample of which can be found in EXHIBIT A of this RFQ, will be used to authorize **all** work under a Contract. The specific scope of work, performance schedule, deliverables and compensation for a given project will be provided in a Work Order issued by PDC. Prior to issuance of any Work Order(s), Selected Contractor(s) will be asked to provide a detailed cost estimate for the requested services which will include all labor hours and reimbursable expenses. If issued a Work Order, the Selected Contractor (s) will be responsible for notifying PDC's designated representative if either a) the agreed-upon sum or b) the expiration date of a Work Order needs to be amended prior to exceeding the agreed-upon sum or the expiration date of a Work Order. **ALL PDC WORK ORDERS MUST BE FULLY-EXECUTED BY THE APPROPRIATE PDC REPRESENTATIVE AND THE SELECTED CONTRACTOR BEFORE WORK UNDER A WORK ORDER CAN COMMENCE.** PDC is not responsible for payment of any work that was not properly authorized by PDC.

**In coordination with a PDC Project Manager, PDC Work Orders for Graphic Design Services shall only placed by the PDC Senior Designer in the PDC Communications & Business Equity Department. Contractor shall direct all PDC departments, who contact Contractor regarding placing a Graphic Design Services Work Order, to contact the PDC Senior Designer (phone # 503.823.3298).**

**In coordination with a PDC Project Manager, PDC Work Orders for Web Design Services shall only placed by the PDC Web Content Coordinator in the PDC Communications & Business Equity Department. Contractor shall direct all PDC departments, who contact Contractor regarding placing a Web Design Services Work Order, to contact the PDC Web Content Coordinator (phone # 503.823.3933).**

3. **Term.** The Contract term will be that listed in Section I of this RFQ.
4. **Compensation and Payment.** The initial value of each Contract will be the value listed in Section I of this RFQ. Fee schedules provided by the Selected Contractor will be used for all work under a Contract. Proposed pricing is binding unless the Contract is amended by the parties to the Contract. Selected Contractor's personnel and reimbursable expenses, up to the Not to Exceed value of the Work Order, will be payable on the basis of Selected Contractor(s)' time and materials. PDC PAYMENT TERMS: NET 30 DAYS. Contractor's Hourly Personnel Rate, and subcontractors rates, shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., fifty (50) minutes of work shall be billed as 1 (one) billable hour; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.).
5. **Work Order Evaluation.** At the completion of each Work Order, the Selected Contractor may be evaluated by the PDC Work Order Manager. This evaluation will be included in the Selected Contractor's contract file.
6. **Compliance.** Before PDC will execute any Contract awarded from this RFQ, successful Proposer must:
  - a) Be a legal entity that has the authority to [transact business in the State of Oregon](#)
  - b) [Obtain a City of Portland Business License](#) (for Contracts in excess of \$50,000)
  - c) [Be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland
  - d) Provide adequate proof of insurance, as set forth in Section VII of this RFQ, "Insurance Requirements."

If selected for Contract from this RFQ, Proposer must 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. **The conditions in this section apply only to the successful Proposer(s) and are not a condition to submit a proposal in response to this RFQ.**

### C. WORK PRODUCTS REQUIREMENTS

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

- When requested by PDC, Contractor must provide materials in the native file format of the programs they were created in: Microsoft Word, Quark Express, and Adobe Creative Suite (InDesign, Illustrator and Photoshop).
- Print projects require high-resolution electronic files of all “placed art and images” used in the layout (300-dpi minimum resolution, in .EPS, .TIF (preferred) or .JPEG format, as appropriate)
- Web projects require web-optimized graphics, all native, editable PhotoShop and Flash files used to produce graphics and animations, and HTML and CSS files created in the development of the web site

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF document suitable for print and
- Web quality (standard resolution) PDF documents suitable for posting on our website.

Contractor will also provide three (3) hard copies of any document, when requested by PDC, preferably on recycled paper.

## V. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

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Proposals submitted in response to this RFQ will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize your proposal corresponding to the order of the sections below.**

Responses should be of sufficient length and detail to demonstrate the Proposer's understanding of the requirements described in the Scope of Services section of this RFQ. See also Section VI this RFQ for overall proposal preparation and submission instructions. All submittal requirements listed as “**Mandatory**” below must be addressed in sufficient detail in a proposal submitted in response to this RFQ. PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS OF THIS RFQ WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

**A. Cover Letter  
(Not Scored, but Required)**

Provide a cover **letter clearly indicating** the firm is interested in providing Creative Design Services (Graphic Design and/or Web Design) on an as-needed basis to PDC. The cover letter must be dated and signed by the person authorized to sign any contract that may result from this RFQ. Include the mailing address, phone and fax numbers and email address of the individual signing the cover letter, as well as contact information indicating your firm's primary staff contact for this RFQ, if different. **Finally, if your proposal is printed on recycled paper, state the post-consumer waste recycled paper content of the proposal** (see "Sustainability of Proposal" section below). If no information on the recycled paper content of the proposal is clearly listed in the cover letter, PDC will assume it is 0%.

**B. Management and Organization  
(Mandatory Submittal Requirement – 30 Maximum Points)**

Firms must provide a detailed history of their company and its experience providing Creative Design Services (Graphic Design and/or Web Design) covered by the submittal. If a firm intends to have services provided by other contractors or consultants, the firm submitting the proposal will be required to act as the prime contractor for all service delivery as specified in this RFQ. Firms must include the following information:

1. Total number of years in business (minimum of 3 years), years supplying either or both of these types of Services, general scope of services provided, and number of employees and their principal areas of expertise.
2. A narrative description and organizational chart depicting the management of the firm's organization and its relationship to any larger business entity.
3. Description of similar work performed involving public-private partnerships, diverse stakeholders, and extensive public processes and participation.
4. Detail the Firm's ability to respond to critical time and complex scope requirements on short notice; including ability to perform on-site work within Portland City limits with limited advance notice. Projects will be assigned on an as-needed basis. The selected Contractors must demonstrate an ability to respond with appropriate staff when PDC requirements are identified and related to the service provider.
5. Any other information that Proposer believes makes their work superior to that of other firms or information about Proposer's specialty or particular skill to complete requested tasks

**C. Personnel and Previous Projects**  
**(Mandatory Submittal Requirement – 40 Maximum Points)**

Briefly describe relevant experience in the area of Creative Design Services (Graphic Design Services and/or Web Design):

1. Provide a list of the Firm's key personnel to be used under the proposed contract. Provide a professional résumé for the key personnel to be assigned to the contract and their relevant related experience providing Graphic Design and/or Web Design Services. Note the level of expertise of those principal(s), project manager(s) and/or technical staff who will be working on specific categories identified. Identify any current accreditations, licenses and/or training certificates related to services proposed.
2. Provide a list of a maximum of eight (8) projects indicating work experience (public and/or private) that directly relate to the specific categories of services offered by the Proposer.
3. For at least three (3) of the past projects listed in the preceding section, provide reference information for PDC to contact regarding the quality of Proposer's work products, as well as cost, scope and schedule control. Include the name of the client, a contact person with phone number and email address and description of the service provided. References may or may not be contacted at PDC's discretion. No more than one (1) of the reference may be a past or present employee of PDC.

**D. Fee Schedule**  
**(Mandatory Submittal Requirement – 20 Maximum Points)**

Complete and return EXHIBIT B of this RFQ to propose a fee schedule for all services to be provided under a Contract awarded from this RFQ, including the **hourly rates** of key personnel and support staff by name and title or by title alone. Return one copy of EXHIBIT B for Graphic Design Services and one copy of EXHIBIT B for Web Design Services, if submitting for both Services). A RANGE OF HOURLY RATES IS NOT ACCEPTABLE. Also include any direct, indirect and **reimbursable expenses**, including those of subcontractors (if applicable). State whether reimbursable expenses will be billed at cost or cost plus a mark-up percentage.

PDC prefers to work directly with contractors who can provide the required services and to hold subcontracting to a minimum. If subcontractors will be used for a specific project the primary contractor must obtain pre-approval from the PDC project manager. The pre-approved subcontractor will be listed on a PDC Work Order or Work Order Amendment issued to the primary contractor. Subcontractor's hourly rates must not exceed the awarded contractor's hourly rates.

Proposed fees will be compared to the fee structures proposed by competing firms and to information available regarding current market rates.

**Travel Expenses.** PDC will not pay for any travel expenses (transportation, lodging and per diem) of successful Proposer (or sub consultants) for services provided under a contract awarded for a proposal submitted for this RFQ.

### **Adjustment of Hourly Rates Due to Inflation**

Annual adjustment of hourly rates will be considered upon written request from the Selected Contractor to PDC. Approval of the request for rate increase is solely within PDC's discretion and PDC is not obligated to approve such a request. Unless otherwise approved by PDC, all such rate increase requests are subject to the following limitations:

- No increase will be considered within the first twelve months from which the Contract is effective
- No more than one increase will be considered per year the contract is in effect
- All requests must include verifiable documentation that clearly demonstrates increased costs to the Contractor
- Requests to rate increases shall only be proposed in proportion to increases in the Selected Contractor's costs for the contracted positions
- If the rate increase request is approved, the parties will agree to the approved increase by a written amendment to the Contract, prepared by PDC. If the rate increase is not approved, PDC will explain the reason for declining the rate increase request.
- The price increase will be effective only upon execution of the Contract amendment.
- Rate increases will not be retroactive

### **E. Promotion of M/W/ESB Firms in Subcontracting Opportunities (Mandatory Submittal Requirement – 20 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. All Proposers must address the following in their proposal:

1. Provide a narrative description of your firm's experience in promoting participation of M/W/ESBs as partners, subcontractors and/or suppliers on previous projects.
2. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
3. If applicable, list any M/W/ESB firms that will be used as subcontractors or subconsultants on a contract awarded from this RFQ, including their [M/W/ESB certification number](#).

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

- View the [OMWESB website](#) for a list of M/W/ESB firms
- Attend an [Oregon Association of Minority Entrepreneurs](#) (OAME) Architects, Engineers, Professional & Technical (AEPT) meeting

- Contact PDC's M/W/ESB Coordinator, John Classen, at (503) 823-3667 or visit [our website](#) to learn more about some of the resources available to assist you in identifying potential subcontractors or subconsultants for your team

**F. Sustainability of Proposal  
(Submittal Requirement: 5 Points Maximum)**

PDC values and is committed to practices that satisfy present needs without compromising the ability of future generations to meet their needs. Accordingly, the materials and methods used to submit a proposal in response to this RFQ should meet or exceed the requirements listed in Section VI.2.d of this RFQ, Sustainability of Proposal. **This includes the use of a) double-sided printing and recycled paper and b) exclusion of ring binders, section dividers, plastic or metallic spines and other extraneous presentation materials which cannot be easily recycled.** STATE THE PERCENTAGE RECYCLED PAPER CONTENT IN THE COVER LETTER OF THE PROPOSAL. Other than identifying the recycled paper content in the cover letter, Proposers are not required to respond to this submittal criterion in writing.

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

Read, detach, sign and return the "Proposer Certification" in this RFQ.

| SUMMARY OF SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA FOR THIS RFQ |                          |
|----------------------------------------------------------------------|--------------------------|
| EVALUATION CRITERIA                                                  | MAXIMUM POINTS           |
| • Management and Organization                                        | 30 Points                |
| • Personnel and Previous Projects                                    | 40 Points                |
| • Fee Schedule                                                       | 20 Points                |
| • Promotion of M/W/ESBs in Subcontracting Opportunities              | 20 Points                |
| • Sustainability of Proposal                                         | 5 Points                 |
| <b>Other Submittal Requirements</b>                                  |                          |
| • Cover Letter                                                       | Not Scored, but Required |
| • Proposer Certification                                             | Not Scored, but Required |

## VI. INSTRUCTIONS TO PROPOSERS

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

1. **Reservation of Rights.** PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFQ; to reject any or all Proposals received in response to this RFQ; to decide whether a Proposal does or does not substantially comply with the requirements of this RFQ; to waive any minor informality or irregularity of any proposal; and obtain references regarding any Proposer's past performance. Neither issuance of this RFQ, nor evaluation of any or all Proposals obligates PDC to award a contract from this solicitation.
2. **Proposal Preparation and Submission.** Proposals submitted in response to this RFQ shall be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of PDC and the needs described in the Scope of Services section of this RFQ.
  - a. **Quantities of Proposals.** Proposers must submit the following which must be received by PDC no later than the "Proposal Due Date and Time" (see Section II of this RFQ) at the location listed in Section I of this RFQ:
    - **ONE (1) ORIGINAL** proposal (including the Cover Letter and Proposer Certification sheet)
    - **Five (5) copies** of the same pages, and
    - **One (1) electronic copy** of the same pages on CD-ROM, in either Adobe Acrobat or Microsoft Word.

The original proposal and the copies should not be submitted as loose sheets. The original proposal and each copy should be stapled or otherwise securely fastened to separate copies. **The original proposal must bear an original ink signature and shall be marked "ORIGINAL."**

- b. **Packaging and Labeling.** Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all such package(s) or envelope(s) must include **the proposer's company name and address and clearly marked in the lower left hand corner as follows:**
    - RFQ Solicitation Number
    - Name of the PDC Solicitation Coordinator
    - Date and time the RFQ proposals are due.

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

- c. **Form of Proposal.** 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. Proposals should address the submittal requirements of this RFQ in a clear, concise and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.
  - d. **Sustainability of Proposal.** Unless specifically required in this RFQ, PDC 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/metal/wire spines or any other materials which cannot be easily recycled. **Proposals should be printed on recycled paper containing at least 40% post-consumer waste; double-sided printing is strongly preferred.**
3. **Questions or Requests for Clarification or Change.** All requests for change or clarification regarding technical information, procedures, Terms and Conditions, contractual requirements or any other matter regarding this solicitation must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFQ. All such requests for change or clarification **must** be received no later than 2:00 PM on the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" on page three of this RFQ. Requests for change or clarification of this RFQ may be sent by mail, emails or fax and shall contain the following:
- RFQ Solicitation Number and Title
  - RFQ Specification (or contract provision) being questioned
  - Request for change or clarification
- PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, issue an addendum to amend or to clarify this RFQ. **PDC will not consider any requests for change or clarification to any matter contained in this RFQ, including contract terms and conditions, after the deadline to submit such a request.**
4. **Changes to this RFQ.** Any change or clarification to the Scope of Services, procurement process, insurance requirements, contract terms and conditions or any other matter addressed in this RFQ will be issued in the form of a written Addendum to this RFQ. Unless otherwise stated, Proposers are not required to return Addenda with their Proposal; however, Proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Amendment or Addendum into their final Proposal. Failure to do so may cause the Proposer's proposal to be rejected.

Regardless of statements during any other contact with PDC staff, Proposers are cautioned that RFQ content will change **only** if confirmed by a written Addendum to this RFQ.

NOTE: It is the responsibility of all parties interested in this or any other RFQ 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 used for this RFQ. PDC is not responsible to notify interested parties by email or by any other means in the event an Addendum is issued by PDC.

5. **Sole Point of Contact.** After this RFQ has been issued and before an awarded Contract has been executed, direct all questions, comments and/or requests for clarification or change regarding this RFQ or the anticipated contract to the Solicitation Coordinator identified in Section I of this RFQ.
6. **Restrictions on Communications.** After this RFQ has been issued and before any ensuing contract has been executed Proposers are cautioned not to undertake activities or actions to promote or advertise their Proposals except upon invitation by PDC in a formal interview; or to make an direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members, (if PDC elects to appoint an Evaluation Committee for this RFQ), or other PDC employees not identified in this solicitation document. Doing so may be cause for proposal rejection.
7. **Preparation Costs.** PDC shall not be liable for any costs incurred by Proposers in the preparation of Proposals to this RFQ; including any meetings, demonstrations, interviews or subsequent negotiations that may be requested or required.
8. **Recycled Products.** Proposers shall use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this solicitation.
9. **Public Records and Disclosure.** All Proposals submitted in response to this RFQ 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 exempt from disclosure consistent with ORS 192. Any portion of a Proposal that a Proposer claims constitutes a "trade secret" must meet the requirements of ORS 192.501(2).

SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING:

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

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

10. **Information Submitted.** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories contained herein, and that 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 a Proposal. Failure by the Proposer to provide such requested information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.
11. **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 ensuing from this solicitation if it is in the best public interest to do so. PDC also reserves the right to review and approve any changes to selected Contractor's fee schedule during the course of a multi-year contract, unless the stated rates at time of initial contract execution will prevail.
12. **M/W/ESB Participation.** PDC strongly encourages the participation of certified minority-owned (MBE), women-owned (WBE) and emerging small businesses (ESBs) in this and all PDC projects, programs and services.
13. **Proposer Withdrawal or Modification.** By submitting a Proposal, Proposers agree to make their Proposal a binding offer to the PDC for a period of ninety (90) calendar days from the date Proposals are due. A Proposal may not be withdrawn or modified during this sixty day period unless agreed to by the PDC in writing. Proposals may be withdrawn by submitting a written withdrawal request to the Solicitation Coordinator identified on the cover page of this RFQ, prior to the date Proposals are due.
14. **Investigation of References.** PDC reserves the right to investigate references, the financial capacity and the past performance of any Proposer, including service(s) provided to PDC, with respect to its successful performance on similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any Proposal. PDC may postpone the award or execution of the Contract before or after issuance of its Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any Proposal or to reject all Proposals at any time prior to PDC's execution of a Contract in the event Proposer's reference checks prove unsatisfactory.
15. **Evaluation of Proposals and Finalists.** After PDC opens all timely-received Proposals, unless this RFQ is otherwise canceled, PDC will evaluate all responsive Proposals in accordance with the evaluation criteria set forth in this RFQ. A responsive Proposal is one that complies with all material aspects of this RFQ and with all prescribed bidding procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. PDC will rank the Proposals to determine the "Finalist" Proposers. Finalists will be those highest-ranked responsive Proposers after evaluation of the Proposals according to the evaluation and selection criteria set forth in this RFQ.

When the number of proposals submitted in response to this RFQ are deemed to be unusually high, PDC reserves the right to conduct an initial review of submitted proposal prior to forwarding the proposals for review and scoring. From the initial review, if used, only those proposals determined to best meet PDC's needs will be forwarded for further review, scoring and ranking. PDC may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating proposals submitted.

16. **Interviews.** At its sole discretion, PDC may invite Finalist Proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their Proposal and determine the overall suitability of Finalist Proposers for the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with the PDC within a reasonable timeframe will be grounds for Proposal rejection. Following the interview, PDC reserves the right to rescore the finalist Proposers or to use the scores solely for the means of generating a list of Finalist Proposers and then evaluating each Proposer on their overall suitability for the anticipated work.
17. **Selection Process.** PDC reserves the right to select the Proposer(s) that, in the judgment of PDC, offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and standing alone, is not determinative of the best overall value, benefit, convenience and service to PDC.
18. **Award Notice and Post-Evaluation Inquiries.** After completion of the evaluation summary, PDC will name one or more apparent successful Proposer(s) and announce its Intent to Award contracts to this/these Proposer(s). Identification of the "apparent successful Proposer(s)" is procedural only and creates no right in the named Proposer(s) to contract award. All competing Proposers will be notified of PDC's Intent to Award in writing, the identity of the apparent successful Proposer(s) and will be given seven (7) calendar days to review the solicitation file and evaluation report in the PDC Professional Services office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFQ.
19. **Protest Procedures.** 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 "RFQ 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 the form of relief requested. The judgment used in 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.

20. **Negotiable Terms and Conditions.** After the PDC has issued its Intent to Award, PDC reserves the right to enter into limited negotiations with the successful Proposer(s) to finalize fees, scope of services and other contract matters. Proposers should note that any such negotiation shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to cease negotiations with that apparent successful Proposer and repeat this process with the next highest-ranked responsive Proposer(s).

## VII. CONTRACT TERMS & CONDITIONS

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The following terms and conditions will govern the Flexible Services Contract (contract) entered into by and between PDC (called the "Commission" in this section) and the successful Proposer(s) (called the "Contractor" in this section). PDC reserves the right to change any term or condition of the contract prior to execution of the contract and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the selected firm(s). **Proposers who take objection to any of the following terms and conditions must raise those objection, in writing, to the Solicitation Coordinator for this RFQ and do so by the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" of this RFQ.**

1. **Access to Records:** The Contractor shall maintain, and the Portland Development Commission ("Commission" or "PDC") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.
2. **Audits**
  - (a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
  - (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.
  - (c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.
3. **Effective Date and Duration:** The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.
4. **Funds:** The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. **Early Termination of Contract**  
(a) The Commission and the Contractor, by mutual written agreement, may terminate this Contract at any time.  
(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.  
(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.
6. **Payment on Early Termination**  
(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.  
(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.  
(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.  
(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.
7. **Remedies**  
(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.  
(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.  
(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.
8. **Subcontracts and Assignment:** Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
9. **Compliance with Applicable Law:** In connection with its activities under this contract, Contractor shall comply with all applicable federal, state and local laws and regulations.
10. **Indemnity - Claims for Other than Professional Liability:** Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

11. **Indemnity - Claims for Professional Liability:** Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.
12. **Indemnity - Standard of Care:** If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.
13. **Insurance:** [Section VIII "Insurance Requirements" of this RFQ], is hereby referenced and made a part of this contract.
14. **Ownership of Work Product:** All work products of the Contractor which result from this contract are the exclusive property of the Commission. Commission and Contractor intend that such work products be collectively deemed a "work made for hire" as such term is defined under the Copyright Act and of which Commission shall be deemed the author. If for any reason the work products are not deemed a "work made for hire," Contractor hereby irrevocably assigns to Commission all its right, title, and interest in and to any and all of the work products, whether arising from copyright, trademark, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to the artwork products, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Commission hereby grants to Contractor an non-exclusive, revocable, royalty-free, fully paid-up, worldwide license to use the work products for promotional and non-commercial uses only.
15. **Nondiscrimination:** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
16. **Counterparts:** This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
17. **Successors in Interest:** The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.
18. **Severability:** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
19. **Waiver:** The failure of the Commission to enforce any provision of this contract shall not constitute a waiver by the Commission of that or any other provision.
20. **Errors:** The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

21. **Governing Law, Venue and Consent to Jurisdiction:** The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however if an action or suite 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.

## VIII. INSURANCE REQUIREMENTS

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

1. **Workers' Compensation Insurance** in compliance with ORS 656.017 or proof of exemption under ORS 656.027.
2. **Commercial General Liability (CGL) (including Personal Advertising and Injury Liability)** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for Bodily Injury and Property Damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. Additionally, **"The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees"** shall be named as Additional Insured with respect to the contractor's services to be provided under the contract. **ADDITIONAL INSURED ENDORSEMENT (AIE) CG 20 10 11 85, OR ITS EQUIVALENT, MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE.**
3. **Automobile Liability** Insurance with a combined single limit, or the equivalent of not less than **\$1,000,000** each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
4. **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for third-party liability claims arising from or due to the negligence in the performance of professional services under the contract between the PDC and Contractor.
5. **Tail Coverage.** For Professional Liability written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, "tail" coverage will be required at the completion of the contract for a duration of twenty four (24) consecutive months. In lieu of "tail" coverage, continuous "claims made" liability coverage for a term of twenty four (24) consecutive months immediately following contract completion will be acceptable to PDC, provided the retroactive date of the coverage is on or before the effective date of this contract.

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

## IX. PROPOSER CERTIFICATION

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

1. By submitting a Proposal in response to this solicitation, Proposer expressly represents they have taken no exception to any term, condition, obligation or requirement contained in this solicitation document, or any addenda to this solicitation, which is not expressly stated in their Proposal.
2. If selected to go to contract, Proposer shall: 1) be registered to conduct business in the State of Oregon (see: <http://www.filinginoregon.com/business/index.htm>); 2) obtain a City of Portland Business License (see: <http://www.portlandonline.com/omf/index.cfm?c=29554>); 3) be certified as an Equal Employment Opportunity (EEO) employer through the City of Portland, Bureau of Purchases (see: <http://www.portlandonline.com/omf/index.cfm?c=45665&>); and 4) provide adequate proof of insurance, as set forth in Section VIII of this RFQ. Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term.
3. The undersigned acknowledges receipt of Addenda numbers \_\_\_\_ through \_\_\_\_ or ☐ N/A.
4. The Proposer certifies it is an independent contractor as defined in ORS 670.600 and under penalty of perjury is, to the best of the authorized representative's knowledge, not in violation of any local, state or federal tax law.
5. 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 solicited or 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 the PDC.
6. Proposer certifies that the firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Portland Development Commission, and that the key personnel and principals identified to perform work under this contract do not have any personal or business relationships with any PDC officer or employer.
7. Proposer agrees that submitted Proposal will be a binding offer to the PDC for the next ninety (90) days.
8. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFQ instructions, specifications, contract terms and conditions contained herein (including all addenda issued for this solicitation); that the information provided in this Proposal is true and accurate; that providing incorrect or incomplete information may be cause for Proposal rejection or contract termination; and, will provide its Federal Tax Identification Number (list in the space provided below).

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### SIGNATURE BLOCK

Signature of proposer's duly authorized representative:

\_\_\_\_\_ Date: \_\_\_\_\_

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

Legal Name of Proposer/Firm: \_\_\_\_\_

Address of Proposer/Firm: \_\_\_\_\_

Proposer's Employee Contact for this RFQ; Name and Title: \_\_\_\_\_

Contact's Phone Number: \_\_\_\_\_ Contact's Email Address: \_\_\_\_\_

## EXHIBIT A. SAMPLE WORK ORDER FORM

Investing in  
Portland's Future

☐

WORK ORDER FORM

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WORK ORDER AMENDMENT

A Work Order Form is used to initiate any work being performed under a Flexible Services Contract.

Date: \_\_\_\_\_

222 NW Fifth Avenue  
Portland OR 97209-3859

Contract Number: \_\_\_\_\_ Contract Expiry Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

PDC Work Order No.: \_\_\_\_\_ Amendment No. \_\_\_\_\_  
(To be assigned by Professional Services)

Address: \_\_\_\_\_

Project Name: \_\_\_\_\_

(Limit: 29 characters)

Contact Name: \_\_\_\_\_

Work Order Manager: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

☐

This Work Order, and Attachments, is specifically subject to the terms and conditions of the above mentioned Flexible Services Contract. Upon approval and notice to proceed the Contractor agrees to complete the stated work.

☐

This Work Order Amendment, and Attachments, modifies the original authorized Work Order. The following marked items are hereby Amended. Upon approval, the Contractor agrees to complete the stated work.

Work Order Amount (Scope of Work Attached) \_\_\_\_\_ Amended Amount: \_\_\_\_\_

Work Order Expiration Date (Sched. Of Deliverables Attached) \_\_\_\_\_ Amended Expire Date: \_\_\_\_\_

**Please Note: Invoices must reference the PDC Work Order Number listed above**

**Contractor Acceptance:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Signature & Title of Authorized Representative

Questions may be referred to originator: \_\_\_\_\_ at \_\_\_\_\_

☐

Project Manager Initial \_\_\_\_\_ **OR** ☐ Email Attached Approval if needed. (for Budget Code Used)

Work Order Manager Approval: \_\_\_\_\_

PDC Representative Print Name

Signature

Date

Expenditure Approval: \_\_\_\_\_

PDC Representative Print Name

Signature

Date

Charge Code(s): 000-00-000000-0000 00%

000-00-000000-0000

00%

Verification of accounting

code by Budget Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

Encumbered by: \_\_\_\_\_ Date: \_\_\_\_\_

Accounting/Professional Services Use Only

Date Received in Finance: \_\_\_\_\_

Date Mailed: \_\_\_\_\_

## EXHIBIT B. PRICE PROPOSAL WORKSHEET – CREATIVE DESIGN SERVICES

Proposers **MUST** complete this Price Proposal Worksheet (“Worksheet”) to propose their cost for providing the services described in the Scope of Services section of this RFQ. Separate Price Proposal Worksheets must be submitted for Graphic Design Services and for Web Design Services, if proposing for both types of Creative Services.

1. **Hourly Rate Schedule.** Propose the contract hourly rates of each Proposer staff by name and title or by title expected to provide the services described in the Scope of Services Section of this RFQ. A RANGE OF HOURLY RATES IS NOT ACCEPTABLE.

| HOURLY RATE SCHEDULE |                           |             |
|----------------------|---------------------------|-------------|
| Position Title       | Personnel Name (Optional) | Hourly Rate |
|                      |                           | \$          |
|                      |                           | \$          |
|                      |                           | \$          |
|                      |                           | \$          |
|                      |                           | \$          |

2. **Reimbursable Expenses.** If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work performed under a PDC Work Order, Proposer must quote the cost of such expenses in the space provided below. If a mark-up rate will apply to reimbursable expenses, indicate a mark-up rate.

Mark-up rate: ☐ At cost or ☐ cost plus \_\_\_\_\_ % (

| REIMBURSABLE EXPENSES |             |                 |             |
|-----------------------|-------------|-----------------|-------------|
| Type of Expense       | Cost / Unit | Type of Expense | Cost / Unit |
|                       |             |                 |             |
|                       |             |                 |             |
|                       |             |                 |             |
|                       |             |                 |             |

If Proposer is awarded a PDC contract from this RFQ any such expenses will be reimbursed by PDC only with an adequate description of the expense and a cost per unit not to exceed those listed above.

3. **Electronic Payments.** Indicate whether or not your firm accepts payment for services with credit card (Yes ☐ | No ☐), electronic funds transfer (Yes ☐ | No ☐ or another electronic method (if so, indicate this method \_\_\_\_\_).

**Proposers may attach additional sheets to this EXHIBIT B if they wish to provide additional pricing information.**