



REQUEST FOR PROPOSALS #08-29 FOR WEBSITE DESIGN & DEVELOPMENT

**PROPOSALS DUE: APRIL 10, 2009
BY 3:00 PM (Pacific Time)**

**Direct All Questions and
Submit one 1 original,
3 copies and 1 electronic
Proposal (on CD-R) to:**

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

222 Northwest 5th 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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List of Exhibits

Exhibit A – Price Proposal Worksheet

Note: Due to the nature of this project, numerous web-links are embedded into the body of this Request for Proposals. As such, this document is designed to be viewed as an online Adobe Acrobat document. If you are reading a printed version of this document, be aware of the links in the electronic version.

I. REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title: **Website Design & Development**
Solicitation Number: **RFP # 08 – 29**
Solicitation Coordinator*: **Daniel Spero, CPPB; Senior Procurement Specialist**
Solicitation Coordinator Phone: **(503) 823-3291** (office)
Solicitation Coordinator Fax: **(503) 865-3738** (fax to email)
Solicitation Coordinator Email: sperod@pdc.us

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 sealed competitive proposals from qualified and experienced firms (“Proposers”) for the provision of website design, development and related consultation services for the purpose of creating a new public website for PDC.

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	March 23, 2009
Pre-Proposal Meeting	<i>Not applicable***</i>
Deadline for Proposer Questions and Request(s) for Change(s)	April 1, 2009
Proposal Due Date and Time	April 10, 2009 by 3:00 PM (Pacific Time)
Evaluation Period, Ending <i>(tentative)</i>	April 22, 2009
Notice of Intent to Award, Issued <i>(tentative)</i>	April 23, 2009
Deadline for Protest of Intent to Award	<i>Seven (7) calendar days after Notice of Intent to Award</i>
Anticipated Contract Execution Date <i>(tentative)</i>	May 8, 2009

***** No pre-proposal conference or meeting is scheduled for this solicitation.**

III. PROJECT BACKGROUND & OBJECTIVES

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 and operating as a special purpose government, *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

The PDC website, www.pdc.us, is an invaluable communication tool and community resource that provides a broad range of outreach, information and business functions, including:

- [General Information about PDC](#)
- Services PDC provides to the community (e.g. [home-owner and improvement loans](#); [small business support programs](#); [business retention and expansion](#))
- [Outreach, public participation and education](#)
- [Urban Renewal Area \(URA\) information](#) (including current and future projects, Urban Renewal Area Advisory Committee schedules, project team contact information, etc.)
- [Employment opportunities](#)
- [Open bid/contract opportunities](#)
- [M/W/ESB Support](#)
- [News releases](#)
- Resources for [business owners](#), [commercial real-estate developers](#) and [students/researchers](#)



PDC's present website went live in 2001, and has undergone rapid and continuous growth in our effort to make information on past, current and future PDC operations and projects accessible and transparent to the public. At present, the PDC website comprises approximately 2,000 html pages, 3,500 images (.jpg, .gif, etc.) and 7,000 Adobe Acrobat documents (.pdf). Approximately 3,500 individuals visit the site daily. The most frequently visited areas of the site include the [Job Openings](#), [Housing](#), and [RFPs/RFOs](#) sections.

C. Project Objectives

The overall goal of this project is to redesign the PDC website so that it will be easier to navigate and is more visually appealing. The redesigned site should have a theme promoting PDC with a friendly and professional tone that supports PDC's mission:

Our Mission is to bring together resources to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, and quality jobs and housing for all.

The audience of the PDC website is a broad constituency with a wide range of technical experience and comfort, including citizens of the City of Portland, small and large local businesses, commercial real estate developers, prospective businesses, prospective residents, other government agencies, civic groups, students and researchers. PDC seeks to create a website that will provide a positive experience for visitors whether they are visiting the new PDC website for the first time or have visited it many times before.

The redesigned PDC website should provide easy access to PDC services, be adaptable to current and changing technology, provide content management capability for PDC staff and be used as a public communications tool. This redesigned website needs to meet the following criteria:

1. **Visually appealing.** The site must have an attractive mix of text, photos and graphics.
2. **Easy to navigate.** Information should be accessible with the least number of mouse-clicks and should be organized in an intuitive and user-friendly manner.
3. **Common theme and consistent look and feel.** Each section of the site should have a common look and theme. The PDC logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
4. **Expandable design.** The redesigned website should have the capacity to grow and support new content and site features.
5. **Interactivity.** Provide the public with an alternative means of communicating with PDC officials, Board of Commissioners and staff, such as message board and commenting capabilities.
6. **RSS and Social Media Integration.** The site shall have built-in social media tools for easy online sharing of content with services such as Facebook, Twitter, Delicious, Digg, Reddit, etc. Each page shall also be equipped with an automatic RSS feed or an option to add one.
7. **Accessibility.** The website shall be accessible and usable to individuals with visual, auditory and mobility disabilities. Specifically, the site shall meet at least Level A conformance of the W3C "[Web Content Accessibility Guidelines 2.0](http://www.w3.org/TR/WCAG20/)" (<http://www.w3.org/TR/WCAG20/>).
8. **Printability.** A separate print style sheet shall be created for the website and a printer-friendly version of each page must be easily accessible to the end user.

D. PDC's Server Environment

- Windows 2003 Server
- 80 GB hard drive
- IIS
- ASP, ASP.NET
- ASPEmail
- 250 MB MS-SQL (100 MB free)

IV. SCOPE OF WORK & PROJECT SCHEDULE

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

A. Scope of Work

Key services Selected Contractor shall provide under an awarded contract for this project include:

- ❖ PDC website assessment, creation of design alternatives and website redevelopment plan
- ❖ Develop and populate the site with PDC-provided content
- ❖ Conduct quality assurance testing
- ❖ Project management

Specifically, the Selected Contractor shall complete and provide the following key tasks, requirements and deliverable(s) for the project:

1. a) **Assessment.** Selected Contractor shall first **conduct an assessment** of the existing PDC website, its content and navigation scheme as well as the overall look and feel of the site.
- b) **Design.** Within thirty (30) days of execution of the contract awarded from this RFP, Contractor shall then **design three (3) alternatives** (the “Design Alternatives”) for a PDC to review and approve for use in a new website. Each Design Alternative will include a mock-up of three sample web pages: 1) proposed PDC home page; 2) one page that contains mixed graphics and written content; 3) one page agreed upon between PDC and Selected Contractor during the Project Kick-off Meeting (see Section IV (A) (4) (a) below). These Design Alternatives must include proposed font(s), page layout, colors, attractive look and feel, graphics and other webpage elements.

Selected Contractor will present the Design Alternatives to PDC staff, **onsite** at PDC offices, in a 1-hour meeting and answer questions about the design, site architecture, technology and other matters regarding the website. PDC will select and approve one Design Alternative for Selected Contractor to develop for PDC’s new website.

PDC will provide all logos, graphics, content, photos and [graphic standards](#).

- c) **Website Redevelopment Plan.** Using the PDC-approved Design Alternative, Selected Contractor shall then **develop a written “Website Redevelopment Plan”** (the “Plan”) which must include recommendations to utilize state of the art technology to appreciably enhance the utility and functionality of the site. The Plan must also include, but are not limited to, recommendations for the following elements:
 - i. Website hierarchy
 - ii. Homepage and website look and functionality
 - iii. Website navigation scheme
 - iv. Fonts, style guide, use of graphic and other non-text elements
- d) **Deliverables** to be provided by Selected Contractor to PDC for the activities described in this section include:
 - Three (3) Design Alternatives, including at least three (3) sample web pages per Alternative
 - Written “Website Redevelopment Plan,” as described above

2. a) **Site Development.** Using Selected Contractor's PDC-approved Design Alternative, Selected Contractor shall **develop, build and populate** a new website for PDC using content provided by PDC. This new website must accomplish and satisfy the following:

- i. Be resourceful, informative, and serve as a marketing and public engagement tool that establishes a professional and friendly environment for local citizens, business owners, real estate developers and other public employees who have a broad range of technical and computer literacy.
- ii. Be visually-appealing, easily navigable, easy to use, highly-interactive, architecturally sound and flexible enough to support the PDC's website needs for the next three (3) to five (5) years. *(See also Section I (C) of this RFP for website objectives.)*
- iii. Be built so that PDC staff will have the ability to perform routine content management such as the creation of new pages, sections and navigation items; as well as posting and updating meeting dates, meeting agenda and minutes, reports, PDC events and announcements as well as the ability to remove old and outdated information easily.
- iv. Provide a consistent and standardized look, feel and tone for all pages; thereby establishing a unified theme throughout the redesigned and redeveloped PDC website. However, the established theme must also provide the flexibility to allow for different PDC departments, projects and functions to have some level of individuality and/or functionality.
- v. Provides consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon in the same position on each webpage.
- vi. Allows for enhanced interactivity. Such interactivity may include, but is not limited to, email links, surveys, feedback forms, online calendars and social media sharing tools.
- vii. Allows for advanced search capabilities.
- viii. Be designed so that forms and pages may be easily printed. Contractor shall also include links for visitors to download any browser plug-in products, such as Acrobat Reader, that are necessary to view content on the site.
- ix. Provides for quick download response times for both low and high bandwidth providers that are used by the average citizen including file size optimization of graphics.
- x. Be accessible to individuals with visual, auditory and mobility disabilities. Specifically, the site shall meet at least Level A conformance of the W3C "[Web Content Accessibility Guidelines 2.0](#)."
- xi. Satisfies all "Quality Assurance" requirements set forth in Section IV (A) (3) below.

Once the new PDC website has been developed, Selected Contractor will provide a draft version of the new site to the PDC Project Manager for review (on CD-R).

b) **Presentation of Draft Website.** Once a draft of the new website (the "Draft Site") has been completed, Selected Contractor will present the operational Draft Site to PDC staff, **onsite** at PDC offices, and answer questions about the design, site architecture, technology and other matters regarding the Draft Site in a 2-hour meeting. PDC may request changes and modification to the Draft Site. If so, Selected Contractor will incorporate requested changes and modifications in a prompt manner until such time that PDC accepts the work as satisfactory and meeting with all requirements.

c) **Deliverables** to be provided by Selected Contractor to PDC for the activities described in this section include:

- Source code of **draft** or Draft Site
- Source code of **finalized/accepted** recreated and redesigned accessible website
- .html and CSS templates for future development of the website
- Major design elements in their native file format

3. **Quality Testing & Assurance.** During the development phase of the new PDC website, Selected Contractor shall also **conduct quality assurance** testing.

- a) Selected Contractor shall test web pages on both PC and Macintosh platforms, using a variety of popular operating systems (OS X for Macintosh and Windows NT, XP, Vista for PCs) on a variety of popular Web browsers and versions, including, but not limited to: Firefox, Internet Explorer, Safari, Opera, Lynx and mobile phone browsers such as iPhone.
- b) Selected Contractor shall test web pages at both 56K dial-up modem and broadband connectivity to ensure each webpage can be accessed without undue load time or lag.
- c) Selected Contractor will also provide PDC with sixty (60) days post go-live support to assure the site is functioning properly under conditions of normal/public use.

Deliverables to be provided by Selected Contractor to PDC for the activities described in this section include:

- *Not Applicable.*

4. **Project Management.** Contract shall provide **Project Management** services to manage and ensure completion of the project on schedule and within budget. Specific tasks and deliverables include, but are not limited to, the following:

- a) **Project Kick-off Meeting.** Within ten (10) calendar days of contract execution, Selected Contractor will meet with the PDC Project Manager and other PDC staff, **onsite** at PDC office, to validate scope and schedule as well as discuss communications, PDC's objectives for the new website and other matters regarding the work described herein.
- b) **Project Schedule.** Contractor shall work with PDC Project Manager to prepare a detailed project schedule which shall include, but not be limited to, the following milestones and project phases:
 - Website Design Alternatives Presentation
 - Development phase timeline
 - Draft Site Presentation
 - Final / Approved Site Delivery
 - Implementation Schedule
 - Periodic project meetings with PDC staff
- c) **Single Point of Contact.** Selected Contractor shall provide single point of contact for PDC Project Manager to contact regarding project status, issues, schedule and other matters related to performance of the work. Selected Contractor shall provide day-to-day management, coordination and direction to the contract team.
- d) **Project Status Meetings.** Contractor shall attend and participate in a one-hour project status meeting, once per month, to discuss progress, issues, risk management activities and other aspects of the work. Selected Contractor shall prepare the agenda for these project status meetings and distribute the agenda at least two (2) hours prior to the meeting.

Deliverables to be provided by Selected Contractor to PDC for the activities described in this section include:

- Project Schedule
- Project Status Meeting Agenda

Onsite Meetings. For budgeting and cost estimating purposes, Proposer should plan on **three (3) onsite meetings at PDC** (kick-off meeting, presentation of Design Alternatives, presentation of Draft Site).

PDC reserves the right to modify, add and/or remove principal services. Payment to the successful proposer(s) for services will be subject to a maximum 'Not to Exceed' contract value, based on an established hourly fee schedule and payable upon actual work performed.

B. Project Schedule

The following list the PDC's expected phases of performance and due dates for deliverables under an award contract. All dates are tentative and subject to negotiation until a contract is executed

Tasks and Activities	Dates of Performance & Deliverable Due Dates
Project Management	Ongoing
[Deliverable] Design Alternatives	Due thirty (30) days after contract execution
[Deliverable] Website Redevelopment Plan	Due ten (10) calendar days after selection of approved Design Alternative
[Deliverable] Draft Site	To be determined jointly by PDC and Selected Contractor
[Deliverable] Final Redesigned Website	To be determined jointly by PDC and Selected Contractor
Go-live Date for New Website	Around November 16, 2009, at the latest

C. Contract Requirements and Term

The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the "Contract") with PDC. The terms and conditions that will govern the Contract can be found in Section IX of this RFP, "Standard Contract Terms & Conditions." PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon PDC's issuance of a Notice to Proceed ("NTP") to the Selected Contractor.

The "Not to Exceed" value of the awarded contract will be based on the sum of all proposed costs, including personnel/hours and applicable billing rates as well as reasonable reimbursable expenses, including travel expenses. Contractor's personnel and reimbursable expenses, up to the Not to Exceed value, will be payable on a time and materials basis (net 30 days), based on the proposed billing rates and reimbursable rate schedules. Any subsequent change of the billing rates, maximum compensation, and/or term will be implemented by written Amendment to the Contract, signed by both parties.

The initial term of the Contract award from this RFP shall be approximately 9-months, but may be extended upon the mutual consent of the parties.

D. Project Budget

The anticipated value of a contract awarded from this RFP is approximately \$50,000 to \$90,000. PDC reserves the right to consider any proposal in excess of \$90,000 to be non-responsive to this RFP.

E. Resources to be Provided by PDC

In support of this project, PDC will provide Selected Contractor with the following:

1. All content for the website, including: text, graphics (.jpg, .gif, etc.), reports (.pdf, .doc, etc.), PowerPoint presentation (.ppt), etc.
2. A half-time (0.50 FTE) Project Manager that will serve as the single point of contact for PDC, expedite decision-making, provide constructive feedback and general direction to the Selected Contractor's Project Manager and act as a liaison to other key PDC staff.
3. Web hosting for the website (i.e. no ISP services are required).

4. All copywriting and editing of content.
5. Any new imagery for this project.
6. Any information they request regarding system configuration and intended functionality, including access to key program staff (to be coordinated through PDC Project Manager).

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

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 – **20 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:

- i. Number of years proposer's firm has been in operation and number of years proposer's firm has been providing professional website design and development services
- ii. Describe firm's quality assurance and cost control methods in relation to the Scope of Work as described in Section IV of this RFP
- iii. 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
- iv. List similar services firm has provided to other public agencies

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. 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:

- i. Short summary of project, highlighting scope and other similarities
- ii. Key personnel involved and their responsibilities
- iii. Delivery timeline and work products generated

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

D. Project Approach and Methods
(Mandatory Submittal Requirement – **25 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:

- i. 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
- ii. Describe the proposed Work Product(s) or deliverable(s) that will result from each task or activity
- iii. Identify the time frame estimated to complete each phase of the project
- iv. 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.

E. Price Proposal
(Mandatory Submittal Requirement – **25 Maximum Points**)

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

Total estimated cost must include:

- **Hourly rates of each proposer personnel** assigned to perform work under an awarded contract as well as the **estimated number of hours** each personnel will be expected to complete each task. **A range of hourly rates is not acceptable.**
- Any direct, indirect and **reimbursable expenses**, including travel expense (see below) and those of subcontractors. 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. **Proposers may complete “Exhibit A”, but are not required to.** All unspecified costs shall be borne by Selected Contractor.

Travel Expenses. If travel will be required to complete services on a contract awarded from this RFP, propose a summary for such travel. This summary shall include: 1) destination(s); 2) name(s) and/or title(s) of Selected Contractor personnel traveling; 3) travel days, plus days onsite; 4) cost per Contractor personnel and; 5) method of local travel; and, 6) total travel cost.

Under a contract awarded from this RFP, Selected Contractor must receive prior written authorization from PDC for all such travel. Except for meals, PDC may request Contractor provide PDC with receipt copies of all travel expenses for which reimbursement is sought. PDC will reimburse Selected Contractor's travel expenses only when the travel is essential to the normal discharge of Selected Contractor's obligations on the Contract. Selected Contractor shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public.

Proposed travel expenses shall be limited in the following manner:

- Airfare shall be calculated at the most cost-efficient round-trip coach rate
- Rental vehicles shall be limited to economy or compact-sized rented vehicles*
- Hotel stay shall be at moderate standard room rate
- Meals and incidental expenses (M&E) shall be calculated using the current U.S. General Services Administration (GSA) [per diem rate](#) for Portland, Oregon
- Mileage for privately-owned vehicles (POV) will be reimbursed at the [current GSA mileage rate](#)

* Proposers should note that Portland, Oregon has an excellent [regional public transit system](#), including [light rail transportation](#) from the Portland International Airport (PDX) to downtown Portland. PDC strongly encourages the use of public transportation for all local transit related to the performance of work under a contract awarded from this RFP.

For budgeting and cost estimating purposes, Proposer should plan on **three (3) onsite meetings at PDC** in Portland, Oregon (kick-off meeting, presentation of Design Alternatives, presentation of Draft Site).

F. Promotion of M/W/ESB Firms in Subcontracting Opportunities
(Mandatory Submittal Requirement – **10 Maximum Points**)

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

- i. 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.
- ii. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- iii. 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	20 Points
2. Previous Related Projects & Work Products	20 Points
3. Project Approach and Methods	25 Points
4. Price Proposal	25 Points
5. Promotion of M/W/ESB Firms in Subcontracting Opportunities	10 Points

Maximum Points

=====
Total: 100 Points

Other Submittal Requirements

6. Cover Letter	Not Scored, but Required
7. 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 amend, modify, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality of any proposal; and to obtain references regarding any proposer's past performance from any source. Neither issuance of this RFP, nor evaluation of any or all proposals, obligates PDC to award a contract from this RFP.
- B. Proposal Preparation and Submission Instructions:** Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate the proposer has a thorough understanding of the needs of the project described in this RFP.
- Proposers shall submit **ONE (1) ORIGINAL** proposal, **three (3) photocopies** of the same pages and **one (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word, which must be received by PDC no later than the "Proposal Due Date and Time" at the location listed on the cover page of this RFP. **The original proposal must bear an original ink signature and shall be marked "ORIGINAL."**
 - Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all such package(s) or envelope(s) must be **clearly marked with the RFP Solicitation Number, the name of the Solicitation Coordinator and the date and time proposals are due**. PDC shall not be liable for any lost, late or improperly marked proposals.
 - Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
 - Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired. Unless specifically required in this RFP, PDC discourages the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.

- In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, unbound sets (staples are acceptable), 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. Answers to vendor submitted questions and other addenda will be posted under the appropriate solicitation on the PDC website under [RFPs/RFQs and Bid Openings](#).

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

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

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. Public Records and Disclosure:** All proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of proposals for which the proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" must meet the requirements of ORS 192.501(2).

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

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

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

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

- L. Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the submittal requirements contained in this RFP and PDC is under no obligation to request such information if it is not included within the proposer's proposal. However, PDC reserves the right to request individual proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
- M. Proposer Offer, Withdrawal and Modification:** By submitting a proposal in response to this RFP, proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and proposer. A proposal may not be withdrawn or modified during this period unless agreed to by PDC in writing. However, proposers may request their proposal be withdrawn or modified, provided the proposer submits a written withdrawal or modification request to the Solicitation Coordinator for this RFP and does so prior to the date and time proposals are due.
- N. Investigation of References:** PDC reserves the right to investigate references, the financial capacity, credit history and the past performance of any proposer, including service(s) provided to PDC, with respect to proposer's successful performance on other projects; compliance with specifications and contractual obligations; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference that may be discovered, including information based upon PDC's

experience, in evaluating any proposal. PDC may postpone issuance of a Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any proposal at any time prior to PDC's execution of a Contract in the event a proposer's reference checks prove unsatisfactory.

- O. Method of Evaluation:** After PDC opens all timely-received proposals, unless this RFP is otherwise canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed submittal procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. Evaluation will be based on the written information submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the proposers to determine the "finalist proposer(s)." Finalists will be those highest-ranked responsive proposers after evaluation.

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

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

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

- Q. Negotiable Terms and Conditions:** After PDC has issued its Intent to Award and resolved all protest matters, PDC reserves the right to enter into limited negotiations with the apparent successful proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that all such negotiations shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached impasse, PDC reserves the right to terminate negotiations with that apparent successful proposer and commence negotiations with the next highest-ranked responsive proposer.

VII. INSURANCE REQUIREMENTS

Prior to contract execution, Selected Contractor will be required to 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. **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.
- D. **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

As evidence of adequate insurance coverage and prior to contract execution, the Selected 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. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC by Selected Contractor under an awarded contract shall be in electronic format on CD-ROM, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (ex. Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations);
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

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

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

All draft, interim and final documents shall be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document.

IX. STANDARD CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Personal Services Contract (the “contract”) entered into by and between PDC and the Selected Contractor. 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.

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.

X. PROPOSER CERTIFICATION

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

RFP 08-29: PDC Website Design & Development

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): _____

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal Worksheet ("Worksheet") to propose their cost of services. If proposers choose not to complete this Worksheet, they **must** provide pricing information in their proposal which is at least as detailed as the submittal requirements described in Section V (E) of this RFP, "Price Proposal."

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

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

See other requirements listed in Section V (E) of this RFP.

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

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

If proposer is awarded a contract from this RFP, such expenses will only be at a cost per unit not to exceed those listed above.

- C. **Travel Expenses.** If travel will be required to complete services on a contract awarded through this RFP, complete the following table:

C. TRAVEL EXPENSES*			
Itinerary (To / From)	Staff Traveling (Title)	Travel Days**	Cost per Staff
			\$
			\$
			\$
			\$
Total Estimated Travel Expenses			\$

Method local transportation (public transit, rental car, etc.): _____

* Refer to Travel Expense instructions in Section V (E) of this RFP

** Including days onsite

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

D. ADDITIONAL EXPENSES OR COST SAVINGS

- E. **Total Proposed Cost of Services.** Propose the total cost for all services necessary to complete the Scope of Work set forth in Section IV of this RFP, including total staff costs and all reimbursable expenses. All unspecified costs shall be borne by proposer.

TOTAL PROPOSED COST OF SERVICES	
A. Total Personnel Expenses	\$
B. Estimated Reimbursable Expenses (<i>other than travel</i>)	\$
C. Estimated Travel Expenses	\$
D. Additional Expenses or Cost Savings	\$
E. Total Proposed Cost	\$

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

END OF THIS RFP