



RFP NUMBER 00001453

City of Portland, Oregon
June 11, 2020

REQUEST FOR PROPOSALS
for On-Call Services Contracts for Transportation Justice Community Partnerships in the
following categories:
Transportation Justice Policy Development
Community Education, Engagement, Project Implementation
Training, Facilitation and Median Services

PROPOSALS DUE: July 16, 2020 by 4:00 PM

SUBMITTAL INFORMATION: Refer to PART II, SECTION B (PROPOSAL SUBMISSION)

Proposals Must Include:

Cover Letter
Attachment 1 – Representations, Certifications and Acknowledgments
Attachment 2 – Proposer Pricing
Form 1: PTE Participation Disclosure Form 1
Proposal Response Documents

Refer questions to:

Jin Huang, Senior Procurement Specialist
Phone: (503) 823-5371, Email: jin.huang@portlandoregon.gov

Two information sessions will be scheduled:

Teleconference Info Session-by RSVP to jin.huang@portlandoregon.gov

Date: June 16, 2020
Time: 2:00pm to 3:30pm

Second Teleconference Info Session- by RSVP to jin.huang@portlandoregon.gov

Date: June 30, 2020
Time: 4:00pm to 5:00pm

Interpretation services available upon request to tosin.abiodun@portlandoregon.gov, 503-823-7854

GENERAL INSTRUCTIONS AND CONDITIONS

CORPORATE RESPONSIBILITY AND SOCIAL EQUITY CONTRACTING REQUIREMENTS – The City of Portland seeks to extend contracting opportunities to Disadvantaged Business Enterprises, Minority Owned Business Enterprises, Women Owned Business Enterprises, and Emerging Small Businesses (D/M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to Oregon State certified D/M/W/ESBs on all City PTE contracts.

CITY SUSTAINABILITY OBJECTIVES – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <https://www.portlandoregon.gov/citycode/index.cfm?&c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental, human health, and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

ENVIRONMENTAL CLAIMS – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

INVESTIGATION – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal ("RFP"), these special conditions shall take precedence over any conditions listed under the Professional, Technical, and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL – Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposal given out by City bureaus, employees, or agents to prospective Proposers shall not bind the City.

ADDENDUM – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification, or approval made or given in any manner except by addendum.

COST OF PROPOSAL – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

CANCELLATION – The City reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

LATE PROPOSALS – Proposals received after the scheduled closing time for filing will be rejected as non-responsive and returned to the Proposer unopened.

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal if it is found to be in the City's best interest to do so. In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

CITY OF PORTLAND TAX REGISTRATION NUMBER – Successful Proposer shall obtain a current City of Portland Tax Registration Number prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE – Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – Successful Proposers must be certified prior to contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

EQUAL BENEFITS PROGRAM – Successful Proposers must certify prior to contract execution, that they provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as

prescribed by Chapter 5.33.077 of the Code of the City of Portland.

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements, or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [City of Portland [Resolution #36260](#)]

CONFLICT OF INTEREST - A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Proposer is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer understands that should it elect to employ any former City official/employee during the solicitation period or the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047, and the City's Charter, Codes and administrative rules, including but not limited to lobbying prohibitions under Portland City Code Section 2.12.080.

PUBLIC RECORDS – Any information provided to the City pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192.410 to 192.505). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4) and/or ORS 646.461 et seq. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently

considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

The Chief Procurement Officer has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Proposal "General Instructions and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279

PART I SOLICITATION REQUIREMENTS

SECTION A GENERAL INFORMATION

1. INTRODUCTION

The City of Portland Bureau of Transportation (PBOT) is a community partner in shaping a livable city. We plan, build, manage and maintain an effective and safe transportation system that provides people and businesses access and mobility. We keep Portland moving!

PBOT is seeking proposals from nonprofit organizations and equity-centered consultants interested in partnering in policy development and programmatic initiatives focused on transportation justice on an as-needed basis through an “on-call” Price Agreement. These as-needed services are referred to as “price agreements,” will be facilitated via Task Orders to be issued to successful Proposer(s) as individual project needs as identified.

2. BACKGROUND

Recently, PBOT launched a new three-year strategic plan, *Moving to Our Future*, centered on three goal areas: safety, moving people and goods, and asset management. As we work towards these goals, we also want to make sure that our efforts contribute to a Portland that is more equitable and a smaller carbon footprint. As such, our strategic plan work includes an intentional focus on Transportation Justice that will be guided by an internal Transportation Justice Steering Committee and informed in collaboration with external Transportation Justice Community Partners. This solicitation is for nonprofit partners and consultants with a strong equity lens to join the Transportation Justice Community Partnerships Program. This Partnerships Program intends to build PBOT’s capacity to strengthen our service to and engagement of communities that have been historically been underserved by our Bureau and Portland’s transportation system.

The City intends to award multiple price agreements as outlined in the service categories listed below. The City may, but is not obligated to, award up to the maximum number of contracts per category as indicated. Successful Proposers may be called upon to provide consulting services and/or undertake fixed/term projects. The services requested under these price agreements will be small to medium in scope. Projects may range from as low as \$200 up to the 20% of the Price Agreement amount, subject to specific needs and budget availability in any given year.

No.	Service Category Description	Maximum Number of Price Agreements to be Awarded	Maximum Amount for each Award Price Agreement
I	Transportation Justice Policy Development	15	\$100,000
II	Community Education, Engagement, Project Implementation	15	\$100,000
III	Training, Facilitation + Mediation	5	\$100,000

The City may award multiple price agreements per service category, and the number of price agreements awarded in each service category shall be at the sole discretion of the City. In order to receive a price agreement, Proposers must receive scores that place them in the top scoring for the specific service category. Proposers who submit proposals for multiple service categories may be awarded a price agreement in multiple service categories. A Proposer wishing to be considered for price agreements in multiple service categories must submit a proposal in each service category for which they wish to be considered.

3. SCOPE OF WORK

The City is seeking proposals from nonprofit organizations, individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in the above identified service categories to perform work on an as-needed basis. Services under these price agreements will be requested as the need arises, and work will be authorized via written Task Orders.

4. PROJECT FUNDING

The total not-to-exceed amount of each individual price agreement shall be as listed in the table provided in Part I, Section A, 2, Background above, for the **two (2) year term** of the price agreement. The cumulative total of all price agreements awarded as a result of this RFP shall not exceed \$2,500,000.

Services are requested as the need arises, therefore there is no guarantee of work to be assigned under any resulting price agreement, or that the total dollar limit of any price agreement will be reached. The cost for services performed under any Task Order may vary depending upon the amount of work estimated for that particular project.

5. TASK ORDERS

Work performed under any resulting price agreement(s) must be authorized via a written Task Order (sample attached as Exhibit A) signed by the City and the successful Proposer. The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and the successful Proposer in writing as an amendment to the Task Order.

The Bureau Director and the Chief Procurement Officer, or their designees, shall approve Task Orders and Task Order Amendments in the following scenarios: 1) When a Task Order is amended to increase compensation greater than 25% of the original Task Order amount, or 2) When an individual Task Order including any amendments exceeds the limits defined in the table provided in Part I, Section A, 2,

Compensation for each Task Order will be determined through negotiation with the successful Proposer based on the scope of work, the hours the successful Proposer estimates for performance of the work and the successful Proposer's hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the successful Proposer will be paid for the actual hours necessary to complete the Task Order. If the successful Proposer underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

The successful Proposer must be able to start the work per the Task Order no later than fourteen (14) calendar days from the date of the Notice to Proceed as projects often require work with short deadlines. If the successful Proposer is unable or unwilling to begin work or to complete the project within the required time, it shall so state in writing to the City's Project Manager and shall forfeit the Task Order within 48 hours of being notified.

Task Orders for each service category will be negotiated on a rotational basis. In the event the City and a successful Proposer cannot reach a favorable agreement on the maximum compensation, the Scope of Work, or the schedule for a specific Task Order, the City shall terminate negotiations and commence negotiations with the next successful Proposer from the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a successful Proposer from the rotational list and cancellation of the successful Proposer's price agreement with the City.

In the event that the price agreement maximum amount is reached prior to the end of the price agreement term, that successful Proposer will be removed from the price agreement rotation list. Following the execution of each Task Order, the City's Project Manager will work directly with the successful Proposer for the duration of the project unless otherwise noted on the Task Order.

TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this project:

RFP Announcement	June 11, 2020
Information Sessions	June 16, 2020 and June 30, 2020
Written proposals due by 4:00 PM	July 16, 2020
Announcement of short list of Proposers	Week of July 27, 2020
Interviews or additional review, if deemed necessary	Week of July 27, 2020
Selection committee recommendations	Week of August 3, 2020
Price Agreement negotiation with successful proposers	Week of August 10, 2020
Contract Start	September 1, 2020
Transportation Justice Partners Orientations*	Fall 2020

The City reserves the right to make adjustments to the above noted schedule as necessary.

* Please note that the Transportation Justice Partnership Program will include required orientations and additional meetings and events throughout the life of the contract.

SECTION B WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

Successful proposers may be called on to perform any combination of the tasks listed below within each specified service area in which they are awarded a Price Agreement. For each identified project, the Portland Bureau of Transportation (PBOT) will provide the general scope of work. Consistent with the original proposal submission and this solicitation, the successful proposer will develop & negotiate the specific scope of work, budget, deliverables and schedule. These details shall be agreed upon in writing by the successful proposer & the City and will be memorialized by individual Task Orders for each separate project.

Examples of the types of services to be provided in each service category are described below:

SERVICE CATEGORY I: Transportation Justice Policy Development

- Research and analysis of trends and disparities that impact how well Portland's transportation system serves the needs of historically underserved communities, including issues such as:
 - Contract equity
 - Workforce development
 - Gentrification and anti-displacement strategies
 - BIPOC (Black, Indigenous and People of Color) safety concerns
 - Health disparities
 - Transit access and affordability
 - Enforcement practices and impacts
 - Climate equity
 - Digital justice
 - Access to housing, jobs, schools, cultural centers and economic opportunity
 - Disability access

- Research and recommendations for PBOT's Transportation Justice policy framework and related implementation tools
- Policy review, analysis, evaluation and recommendations related to PBOT strategic plan goal areas (Safety, Mobility and Asset Management) and other transportation topics as identified
- Review recommendations for data sets needed and measurable indicators that can track progress on Transportation Justice and equity outcomes
- Evaluation and recommendations of existing PBOT programs based on identified Transportation Justice framework and Strategic Plan policy goals
- Evaluation and recommendations of community stabilization and anti-displacement interventions and policies
- Research industry and regional transportation workforce trends
- Assist with goal setting for the recruitment, retention, promotion and succession planning for a diverse transportation workforce
- Other Transportation Justice Policy Development services as requested and defined by PBOT management

SERVICE CATEGORY II: Community Education, Engagement + Project Implementation

- Develop and implement strategies to engage populations historically underserved by PBOT and the City of Portland, including but not limited to:
 - Racial and ethnic communities
 - Multilingual communities
 - Diverse youth and aging populations
 - People living with disabilities
 - Minority business enterprises
- Develop and implement strategies to engage populations historically underserved by PBOT by mode of transportation, including diverse pedestrians, cyclists, transit riders, drivers and those reliant on ride-sharing services
- Support the engagement of historically underserved populations on PBOT public advisory bodies, focus groups, etc.
- Event planning and implementation, including but not limited to educational events, focus groups, open houses, info sessions, pop-up and community building events
- Provide childcare and youth activities for related community events
- Community-led project planning and implementation
- Evaluate and advise PBOT teams on public involvement, outreach activities
- Develop innovative workforce development initiatives and community partnerships that grow interest in professional opportunities in the transportation industry
- Assist with PBOT job recruitments and hiring panels
- Other Community Engagement services as requested and defined by PBOT management

SERVICE CATEGORY III: Training, Facilitation + Mediation

- Design and implement trainings for PBOT staff focused on diversity, equity and inclusion best practices
- Facilitation and mediation within communities historically underserved and marginalized by government process and experiencing disparate impacts due to government decisions and investments over time
- Facilitation of group processes with diverse communities and staff teams to inform decision making for time-sensitive transportation projects, often in a public meeting where media may be present
- Facilitation of community engagement regarding past and current harms caused by transportation planning in Portland; understanding of impact of gentrification and displacement for communities of color, and ability to hold space for dialogue to identify what actions PBOT can take to repair past harms
- Record community engagement processes and develop reports for public distribution
- Other Training, Facilitation + Mediation Services as requested and defined by PBOT management

2. WORK PERFORMED BY THE CITY / OTHERS

The City shall assign a project manager to oversee the successful Proposer's work and provide support as needed. Any specific duties the City will perform for each project shall be identified in the individual Task Orders.

3. PROJECT REVIEWS

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager as indicated on each respective Task Order.

4. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the City, the successful Proposer shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

Deliverables and schedule for each project shall be negotiated and defined in the Task Order. If the successful Proposer utilizes subconsultants under a Task Order, monthly subconsultant payment and utilization reporting shall be submitted electronically by the 15th of each month with invoice (reference Part II, Section C.5 of the RFP).

All deliverables and resulting work products from this price agreement shall become the property of the City of Portland. As such, the City reserves the right to copy and distribute in any and all media and formats all Deliverables pursuant to the needs of the City at the time. If for any reason the Deliverables are comprised of information that may be protected by Copyright or contain information not otherwise able to be owned by the City, the Consultant and any Subconsultants grant the City the right to copy and distribute the information contained in the Deliverables (in any and all media and formats) for regulatory, project certification/recognition, program development, public education, and for any purposes in the Public's best interest at the sole discretion of the City of Portland.

5. PLACE OF PERFORMANCE

Price Agreement performance will take place primarily at the successful Proposer's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

6. PERIOD OF PERFORMANCE

The City anticipates having executed price agreements in place by July 1, 2020. The term of the price agreements shall be three (2) years. Work shall begin for specific projects upon execution of a signed Task Order with submittal of final deliverables to the City occurring by the date defined in the individual Task Orders.

7. ACH PAYMENTS

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <https://www.portlandoregon.gov/brfs/45475>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into vendor accounts with financial institutions. All payments shall be in United States currency.

8. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

SECTION C PROJECT PROVISIONS

1. ATTACHMENTS

Attachment 1 – Representations, Certifications and Acknowledgments

Attachment 2 – Proposer Pricing

Form 1: PTE D/M/W/ESB Participation Disclosure Form 1

Exhibit A Sample Contract

Exhibit 1 Sample Task Order

PART II PROPOSAL PREPARATION AND SUBMITTAL

SECTION A PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL INFORMATIONAL SESSIONS

Two OPTIONAL pre-submittal info sessions are scheduled for this Request for Proposal. These are non-mandatory meetings; therefore proposal submission will not be contingent upon attendance at either meeting. Pre-submittal details are as specified on the cover page of this solicitation.

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed below. The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date. An addendum will be issued not less than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Jin Huang, Senior Procurement Specialist

Procurement Services

E-mail: jin.huang@portlandoregon.gov

Phone: (503) 823-5371

SECTION B PROPOSAL SUBMISSION

1. PROPOSALS DUE

Proposals must be received no later than the date and time as specified on the cover of this solicitation. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time. Proposers will not be able to submit proposals after the deadline of the solicitation.

2. PROPOSAL

Proposers wishing to submit proposals for multiple service categories must submit separate proposals for each service category in separate envelopes, with the applicable service category clearly identified on the document file name and in the Cover Letter. Each proposal submitted must meet the solicitation evaluative criteria as a standalone proposal and cannot rely on information included in other proposals submitted by the same Proposer.

Proposals must be clear, succinct and not exceed six (6) pages. Section dividers, title page, table of contents, cover letter, and the PTE Participation Disclosure Form 1 do not count in the overall page count of the proposal. Optional supplemental documents like resumes and up to three references also do not count to the overall page count. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

Hard copy submittals are not accepted. Documents should be formatted for 8.5" x 11" paper wherever applicable. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the Proposer shall submit: one (1) original copy of their proposal and all separately attached documents and responses in PDF, or MS Word format through the City's Online Procurement Center (BuySpeed) at: <https://procure.portlandoregon.gov/>.

a. Online proposal submission procedure

Disclaimer: The following instructions are provided as a guideline to Proposers submitting proposals online through BuySpeed. These instructions are advice only and the City does not warrant that following these instructions will guarantee that a Proposer's proposal is submitted correctly. Proposers bear complete and total responsibility for ensuring their proposal is properly submitted and received on time.

Instructions:

1. If you haven't already, register or complete the registration process in BuySpeed.
2. Log in to BuySpeed, go to the "Bids" tab.
3. Find the "Bid" (RFPs and all Solicitations and Notices in BuySpeed are called "Bids") your firm wishes to propose on. See the "Open Bids" section.
4. Click the "Create Quote" link. (All proposals and bids are considered "Quotes" in BuySpeed)
5. Click Yes or No depending on if you want to be on the Bidder's List.
6. In the "General" Tab, click "Save & Continue" (You will see a validation Error, this is normal, and will be corrected later)
7. Go to the "Items" tab, enter in a value of 1.00 dollar in the pricing box of the first line item. Make sure that "No Bid" box is unchecked for each line items. Do not enter any pricing or other data in the other item boxes, only enter 1.00 dollar in the first line item in the items tab.
8. Click "Save & Continue"
9. Skip the "Questions", "Subcontractors", and "Notes" tabs
10. Go to the "Terms and Conditions" Tab. Check "Yes".
11. Click "Save & Continue"
12. Go to the "Attachments" tab. Click "Add File".
13. In the Add File screen click "Browse". Find the file you wish to attach and upload it to our system. If your Proposal is confidential or contains confidential information check the "Confidential" box.
14. Click "Save & Exit".
15. Repeat steps 12-14 to upload any additional documents
16. Go to the "Summary" tab. Review the summary information.
17. Click "Submit Quote", confirm submission by clicking "OK" when prompted.

The entire proposal must be attached and properly submitted through the City's Online Procurement Center before the time and date specified on the cover page of this RFP. Proposers are advised to allow extra time prior to the closing date and time to create a "Quote" and upload their proposal documents into BuySpeed.

b. Confidential Information: additional "redacted copy" of proposal required

If the Proposer requests redactions to their proposal in accordance with the language below, the Proposer shall also submit one (1) additional "non-confidential" copy of the proposal in unprotected MS Word format with the requested redactions. **If no redactions are requested in a proposal, please state that clearly in the Cover Letter.**

REDACTION FOR PUBLIC RECORDS: Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their proposal and all attachments.** "Redaction"

means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

When preparing a redaction of your proposal submission, a proposer must plainly mark the redactions by obscuring the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the proposal submission (summary is not included in page limitations). **If a proposer fails to submit a redacted copy of their proposal as required, the City may release the proposer's original proposal without redaction.** If the entire proposal is marked as constituting a "trade secret" or being "confidential", at the City's sole discretion, such a proposal may be rejected as non-responsive.

Unless expressly provided otherwise in this RFP or in a separate written communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. The City agrees not to disclose proposals until the City has completed its evaluation of all proposals and publicly announces the results.

Please refer to the GENERAL INSTRUCTIONS AND CONDITIONS for more information about confidential information within public records.

4. COST OF RESPONDING

All costs incurred by the Proposer in preparation of proposals to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the Proposer; the City shall not be liable for any of these costs. At no time will the City provide reimbursement for submission of a proposal unless so stated herein.

5. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (RFP). Proposals must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposals shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Corporate Responsibility
6. Proposed Cost
7. Supporting Information
8. A completed PTE Participation Disclosure Form 1 (refer to Part II.C.5)

SECTION C EVALUATION CRITERIA

1. COVER LETTER

Required

By Submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP), the stated insurance coverage and limitations, and the Standard Contract Provisions of the Professional, Technical, and Expert Services price agreement. Any exceptions to the requirements or requests for waivers **MUST** be included in the proposal Cover Letter or they will not be considered.

The Cover Letter must include the following:

- RFP number and project title
- Full legal name of proposing business entity
- Structure or type of business entity

- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address
- Statement on whether or not redactions are requested
- Identify the service category for this specific proposal

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

If your firm has a current City of Portland Business Tax registration, has completed the City's Equal Employment Opportunity (EEO) and Equal Benefits (EB) certifications online, include in the Cover Letter your firm's City of Portland Business Tax number and a statement that your firm's EEO and Equal Benefits certifications are complete.

2. PROJECT TEAM

Maximum 20 Points

Please provide the following:

- Approximate number of people to be assigned to the project
- Names of key personnel and partners/sub-consultants who will be performing the work on this project, and:
 - their roles and responsibilities on this project
 - current assignments and location
 - directly relevant experience on similar or related projects
 - unique qualifications
 - percentage of their time that will be devoted to the project
- Proposals must identify a proposed project manager who would be responsible for the day-to-day management of partnership tasks and would be the primary point of contact. Describe the project manager's experience with similar projects and with managing and leading interdisciplinary teams. List other projects the proposed project manager is currently assigned to.
- Extent of organization/company's leadership member involvement
- Describe the on-going training (continuing education or experience) key team members have received, specifically as it relates to operationalizing equity, such as inclusive leadership, implicit bias, language access, disability access, restorative justice, community organizing, providing culturally specific services, etc.
- Team qualifications and experience on similar or related projects:
 - qualifications and relevant experience of prime consultant
 - qualifications and relevant experience of sub-consultants, if any

3. PROPOSER'S CAPABILITIES

Maximum 25 Points

- Organizational Mission: Describe how the mission of your organization speaks to the community your organization serves, and how the mission is in alignment with the service area proposed.
- Organizational Information:
 - Provide a brief overview of your organization/firm's legal structure, areas of expertise, length of time in business, number of employees and other information that would be helpful in characterizing the organization/firm.
 - Provide the address of the organization/firm's home office and the address of the office that will manage the project, if applicable. Include whether or not these locations can be available for project meetings and events.
 - Provide a listing of annual events or ongoing programs that may either support or hinder the organization/firm's availability for Task Orders at specific times of year.
- Project Management Capabilities:
 - Describe up to three projects performed within the last two years that best characterize organization/firm's capabilities, work quality and cost control. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your organization/firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead organization/firm.

- Describe if or how your organization/firm has handled similar “on-call” relationships with other entities. Describe your organization/firm’s approach to overall management of all activities that require a scope of work to be developed quickly and may not allow for typical mobilization time. Please include the management objectives and techniques that demonstrate how the work requirements will be met.
- Describe organization/firm’s internal procedures and/or policies associated or related to work quality and cost control and the role of management in overseeing these obligations.

4. PROJECT COMMITMENTS AND UNDERSTANDING

Maximum 25 Points

PBOT’s Transportation Justice Partnerships Program requires a strong commitment to equity and inclusion and relies on the organization/firm’s ability to operationalize new and innovative policy and programmatic approaches for the advancement of this work. Please describe your organizations/firm’s commitments to and understanding of this work:

- Provide the organizational mission statement and briefly describe how it is informed by or aligns with the needs of communities/clients served.
- Describe generally your organization/firms understanding of and commitments to:
 - Equity and inclusion
 - Transportation Justice
 - Dismantling structural and individual racism and discrimination
 - Meaningful engagement and empowerment of communities that have been historically marginalized and underserved by government agencies
 - Providing culturally specific and culturally responsive services
 - Intentional cultivation of a diverse workforce and community partnerships
- Based on your organization/firm’s expertise and experience with similar projects, demonstrate how your firm will be a strong partner and resource in the proposed service categories.

5. CORPORATE RESPONSIBILITY

Maximum 20 Points

Through the adoption of The Portland Plan, the Social Equity Contracting Strategy and Sustainable Procurement Policy, the Portland City Council has shown its commitment to contracting with socially and environmentally responsible businesses. The City values and supports diversity and is dedicated to advancing equity in public contracting by increasing opportunities for State of Oregon certified Disadvantaged Business, Minority Owned and Women Owned, and Emerging Small Business enterprises (D/M/W/ESB).

The Social Equity Contracting Strategy promotes D/M/W/ESB economic growth and encourages partnering and mentoring between large and small D/M/W/ESB firms on City PTE contracts or price agreements. Therefore, the City has established an overall aspirational goal of 20% in awarding PTE subconsultant contracts to State of Oregon certified D/M/W/ESB firms. Proposing firms are encouraged to use the State’s Certification Office for Business Inclusion and Diversity (COBID) website (<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>) for identifying potential D/M/W/ESB subconsultants.

All Proposers shall address the following in their proposals:

- a. **State of Oregon Certification**
 - Please indicate in your Cover Letter whether your firm is currently certified in the State of Oregon as a DBE, MBE, WBE, or ESB.
- b. **Disadvantaged, Minority, Women and Emerging Small Business Subcontracting**
 - A PTE Participation Disclosure Statement (Form 1) is a required submission for this project. Please include in the Form all scopes of work being performed, the estimated percentage of the total contract amount, the firm name, and the State D/M/W/ESB certification of the firm performing the work.

***Note: Failure to submit Form 1 with your proposal may result in the proposal being found non-responsive and may be rejected.**

- c. **Workforce Diversity and Community Involvement**

- Describe how you tailor your organization’s services to meet the culturally specific needs of individuals and the community. Provide specific examples of how your work with culturally specific communities informs future service design, delivery and staffing decisions. Describe how your organizational culture and staff training directly support improved outcomes for service recipients in the ethnic, refugees, immigrants, new Portlanders and disadvantaged communities.
 - Describe your firm’s workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
 - How do you approach internal on the job training, mentoring, technical training, and/or professional development opportunities for women and people of color?
 - Describe your firm’s employee compensation structure, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
 - Describe your firm’s commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)
 - Describe how you have demonstrated a high degree of cultural awareness of the community served, such as family structure and roles, traditional parenting practices, health and safety beliefs/practices, immigration dynamics, religious beliefs, distrust of systems, etc.
- d. Sustainable Business Practices**
- List the top three actions/ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.). Reference implementation dates, timelines, and any performance metrics that characterize your achievements.
 - Does your firm hold any third-party certifications related to sustainable business operations (e.g. [Sustainability at Work](#), [B-Corp certification](#), etc.)? If so, reference the name of the certification, a link to the certification requirements and who administers the certification.

The City expects thoughtful consideration of all of the above Corporate Responsibility criteria in the preparation of proposals. The City will enforce all D/M/W/ESB commitments submitted by the successful Proposer. The successful Proposer will be required to submit subconsultant payment and utilization information electronically to ensure that subconsultants are utilized to the extent proposed and submitted in the original proposal. The successful Proposer and their subconsultants will be required to utilize the City’s automated compliance audit process for prime contractors and subcontractors. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. The successful Proposer will not be permitted at any time to substitute, delete, or add a subconsultant without the prior written approval of the Chief Procurement Officer. This form may be obtained from the Procurement Services website at: <https://www.portlandoregon.gov/brfs/article/536319>.

6. PROPOSED COST

Maximum 10 Points

The proposal shall include the Proposer’s named personnel, current titles and hourly rates for each staff member as well as those of all proposed subconsultants.

7. SUPPORTING INFORMATION

Supporting material can include a maximum of two references and may include other information pertinent to the project or work to be performed. References must include the contact person’s name, agency, address, phone number, their role in the project (e.g., project manager, etc.), name of the project, and when the work was done.

Professional resumes may be included for key team members, including key personnel of any Subconsultant(s) proposed to be assigned to the project. Resumes shall include educational background, professional development, and demonstrate that the individual(s) meets the qualification and experience requirements for performing the work as outlined in this RFP.

PART III PROPOSAL EVALUATION

SECTION A PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA

An Evaluation Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section C. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals

The choice of how to proceed, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the City.

The proposal evaluation process consists of a series of Evaluation Levels that will lead to the identification of a finalist. Each proposal response will be evaluated in accordance with the following evaluation criteria:

Evaluation Level #1 – Written Scoring: Responses meeting the mandatory and responsiveness requirements will be further evaluated as part of Evaluation Level #1. One hundred possible points are available at Level #1. This step consists of a detailed review and scoring by the Committee of the proposals as follows:

Level #1 Evaluation Criteria		
Criteria	Maximum Level #1 Score	Point Distribution by Subsection
1. Cover Letter		REQUIRED
2. Project Team	20	
3. Proposer’s Capabilities	25	
4. Project Commitment and Understanding	25	
5. Corporate Responsibility	20	
State of Oregon Certification		2
DMWESB Subcontracting		2
Workforce Diversity, Community Involvement & Culturally specific practices		12
Sustainable Business Practices		4
6. Proposed Cost	10	
Total:	100	

Evaluation Level #2 – Interview Scoring: If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations to further clarify the Proposer’s proposal(s). The number of proposals on the “short list” depends on whether the Committee believes such proposals have a reasonable chance of scoring well enough to be awarded a contract. Proposers invited to participate in Evaluation Level #2 (oral interviews) will be given additional information regarding the City’s desired content a reasonable time before the scheduled Evaluation Level #2 oral interviews/presentations are held. The scoring of the Level #2 will be as follows:

Level #2 Evaluation Criteria		
Criteria	Maximum Level #2 Score	Point Distribution by Subsection

2. Project Team	20	
3. Proposer's Capabilities	25	
4. Project Approach	25	
5. Corporate Responsibility	20	
State of Oregon Certification		2
DMWESB Contracting		2
Workforce Diversity, Community Involvement & Culturally specific practices		12
Sustainable Business Practices		4
6. Proposed Cost	10	
Total:	100	

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

The City has the right to reject any or all proposals for good cause in the public interest, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation and selection process.

NOTE: In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

2. SCORING PROCESS

For Evaluation Level #1, the sum of all points earned by a Proposer from all proposal evaluators will be the Overall Score for Level #1. The Evaluation Committee may choose to focus on only a limited number of proposals by developing a "short list" to move on to Evaluation Level #2 based on the scores from the written proposals. Or they may choose to proceed directly to contract negotiation and award.

If Proposers move to Evaluation Level #2, then the proposal scores from Level #1 will not be used during the oral interview/presentation process and they will be scored based on the Level #2 criteria alone. Following completion of the Evaluation Level #2 scoring, each Proposer's Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring proposal(s), based on their Total Overall Score, may be identified as the Successful Proposer(s).

3. CLARIFYING PROPOSAL DURING EVALUATION

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

4. EVALUATION OF COST

The evaluation of Proposers' costs will be performed by having the Evaluators use their best judgment to determine the relative "value" of the proposed rates. Proposers should exercise care in indicating how the City's best interests will be protected by use of appropriate personnel and sub-consultants in each Task Order.

SECTION B CONTRACT AWARD

1. CONSULTANT SELECTION

Following the Evaluation Committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

The selection of the Successful Proposer shall be based on negotiated costs and conformance to the City's terms and conditions. Negotiations will follow with the Successful Proposer, and if successful, the consultant and City will enter into a service contract for the work. If agreement concerning the negotiated costs, schedule, and scope of work cannot be reached with the Successful Proposer within a time period deemed reasonable to the City, the City may, at its sole discretion, terminate such negotiations and begin negotiations with the next highest scored proposer from the Short List.

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this contract shall be a public record and not exempt from disclosure, including items redacted from the proposal. The form of contract shall be the City's Contract for PTE Services.

For contracts over \$500,000, the evaluation committee's recommendation for contract award will be submitted to the Portland City Council for approval.

3. REVIEW AND PROTESTS

REVIEW: Following the Notice of Intent to Negotiate and Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS: Proposers who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Proposers who wish to protest their elimination shall file a protest within seven (7) calendar days of the notice. Protests may be submitted to the Chief Procurement Officer for this formal solicitation only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, unless otherwise noted, following the date the City's Notice of Intent to Negotiate and Award or Notice to Short List was issued. The protest must specifically state the reason for the protest and show how its proposal or the successful proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Chief Procurement Officer may waive any procedural irregularities that had no material effect on the selection of the proposed consultant, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the Bureau to cancel the solicitation, and begin again to solicit new

proposals. In the event the matter is returned to the evaluation committee, the Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Negotiate and Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.

4. KICK-OFF MEETING

The successful Proposers shall begin work by attending an orientation meeting to take place within 30 days following execution of the contract. Each successful Proposer shall then develop and maintain a comprehensive schedule for all elements of the project.

ATTACHMENT 1
REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS
TRANSPORTATION JUSTICE PARTNERSHIP PROGRAM

[must be submitted with bid]

PROPOSAL DATE	
PROPOSER NAME	
PROPOSER DOING BUSINESS AS	
OFFEROR ADDRESS	
AUTHORIZED REPRESENTATIVE NAME	
AUTHORIZED REPRESENTATIVE TITLE	
AUTHORIZED REPRESENTATIVE PHONE	
AUTHORIZED REPRESENTATIVE EMAIL	
AUTHORIZED REPRESENTATIVE MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE SIGNATURE	
LOCAL REPRESENTATIVE	
LOCAL REPRESENTATIVE PHONE	
LOCAL REPRESENTATIVE EMAIL	
CITY OF PORTLAND BUSINESS LICENSE TAX ACCOUNT #	
STATE OF OREGON REGISTRY NUMBER	
FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)	
TYPE OF ORGANIZATION	<input type="checkbox"/> Sole proprietorship; <input type="checkbox"/> Partnership; <input type="checkbox"/> Corporate entity (not tax-exempt); <input type="checkbox"/> Corporate entity (tax-exempt); <input type="checkbox"/> Government entity (Federal, State, or local); <input type="checkbox"/> Other _____
COMMON PARENT	<input type="checkbox"/> Offeror is not owned or controlled by a common parent: <input type="checkbox"/> Name and TIN of common parent: Name _____ TIN _____
RESIDENT BIDDER	All Offerors must state whether or not they are an Oregon resident Bidder as defined in ORS 279A.120, a resident Offeror is one who has paid unemployment taxes or income taxes in the State during the twelve (12) calendar months immediately preceding bid submission, has a business address in Oregon, and has stated in their bid to be a resident bidder. <input type="checkbox"/> Offeror is a Resident Bidder <input type="checkbox"/> Offeror is not a Resident Bidder State of Residence _____

ATTACHMENT 2
SAMPLE Proposer Pricing

Service Category 1: Transportation Justice Policy Development

Personnel Name	Classification/Task	Rates (\$/hr)

Service Category 2: Community Education, Engagement + Project Implementation

Personnel Name	Classification/Task	Rates (\$/hr)

Service Category 3: Training, Facilitation + Mediation

Personnel Name	Classification/Task	Rates (\$/hr)

ATTACHEMENT 3
CITY OF PORTLAND
PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES
PARTICIPATION DISCLOSURE FORM 1

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the utilization of State of Oregon certified Disadvantaged, Minority, Women and Emerging Small Businesses (D/M/W/ESBs) on City projects.

This Request for Proposal (RFP) requires submission by the Proposer of the PTE Participation Disclosure Form 1. The Proposer must disclose the following information:

- 1) Contact information and Employer Identification Number (EIN or FED ID#) for all contract participants
- 2) State of Oregon D/M/W/ESB designation
(Verify current certification status with the Office of Disadvantaged, Minority, Women, and Emerging Small Business.
- 3) The percentage of proposed scope or category of work that the Proposer will be performing.
- 4) The percentage of proposed scope or category of work that any subconsultants will be performing
- 5) Percentage of total contract amount allocated to Oregon certified D/M/W/ESB subconsultants.

The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If the Proposer will not be using any subconsultants, the Proposer is still required to enter its own information in the appropriate section and to indicate "**NONE**" in the subconsultant section of the accompanying form and submit the form with its proposal.

**FAILURE TO SUBMIT THE PTE PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY
RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM
CONSIDERATION.**

**CITY OF PORTLAND
PTE PARTICIPATION DISCLOSURE FORM 1**

This Request for Proposals (RFP) requires the Proposer to submit this PTE Participation Disclosure Form 1. **Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.** Proposers must disclose the following information:

Please print all information clearly.

Project Name: _____ RFP Number: _____

Proposer Name: _____ Proposer's EIN #: _____

Contact Name: _____ Phone: _____ Email: _____

Proposer's Total Percentage: _____%

Combined percentage of total price agreement amount allocated to State of Oregon certified D/M/W/ESB subcontracts (<i>Subconsultants</i> only):	%
--	---

SUBCONSULTANT INFORMATION (please print)¹	D/M/W/ESB Cert.²	Subconsultant Scope/Type of Work	Subcontract %
Firm Legal Name: Email: Phone #: EIN #⁴:			
Firm Legal Name: Email: Phone #: EIN #:			
Firm Legal Name: Email: Phone #: EIN #:			
Firm Legal Name: Email: Phone #: EIN #:			

NOTE:

1. If the Proposer will not be using any Subconsultants, the Proposer is required to indicate "NONE" in the Subconsultant Information section of this form and submit this form with their proposal.
2. The Proposer and ALL Subconsultants must be listed on this form. Leave D/M/W/ESB column blank if firm is not currently certified through the State of Oregon Office of Disadvantaged, Minority, Women, and Emerging Small Business:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
3. Using 'TBD', 'N/A', or similar acronyms is not acceptable.
4. Do not enter Social Security Numbers (SSN) on this form.

EXHIBIT 1
Price Agreement No. 3100####
TASK ORDER
 (Not to Exceed \$\$\$\$\$)

Task Order #	Portland Bureau of Transportation Project #
Project Title (brief description of services to be performed):	
Physical address of service location:	
Project Manager's Name:	
Phone:	
Email Address:	

The Agreement by and between **[CONTRACTOR]**, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for the above on-call services.

As directed in the Agreement, this Task Order once executed, and its corresponding Distributed Purchase Order (DPO) authorizes the Contractor to perform the services as outlined below.

TASK ORDER EFFECTIVE DATE _____

1. SCOPE OF WORK

Contractor shall perform the following scope of work as directed in the Agreement:

[Provide a basic scope description if attaching Contractor's quote. Provide a full Scope of Work for the project if a written quote was not provided.]

See attached Contractor's quote # _____ dated _____ for complete scope of work to be performed.

2. SCHEDULE

Notice to Proceed Date: _____

Scheduled Date of Work Completion: _____

3. COMPENSATION

Contractor has provided a cost estimate for the services to be performed. The compensation relating to these estimated services shall not exceed \$ _____ unless authorized by a written Task Order Change Order. Service rates shall be consistent with Agreement pricing.

Portland Parks & Recreation's Bureau Director must approve change orders in excess of 25% of the original Task Order amount. The Bureau Director and the Chief Procurement Officer must approve Task Orders exceeding \$150,000 in total compensation.

4. All provisions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties below have duly executed this Task Order as of the effective date specified above.

CITY OF PORTLAND

Signature

Name: _____

Date: _____

EXHIBIT A
CITY OF PORTLAND
CONTRACT FOR
TRANSPORTATION JUSTICE

Contract Number:

As authorized by PCC 5.33.220, this Contract is made effective on _____ (“Effective Date”) by and between the City of Portland (“City”), a municipal corporation of the State of Oregon, and _____ (“Contractor”), a(n) _____ corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

The initial Term of this Contract shall be from the Effective Date through _____. The total not-to-exceed amount under this Contract for the initial Term shall be \$ _____. (11/18)

Party contacts and Contractor’s and City’s Project Manager for this Contract are:

For City of Portland:	For Contractor:
Name:	Name:
Title:	Title:
Address:	Address:
City, State:	City, State:
e-mail:	e-mail:
Copy to:	Copy to:
Procurement Services	
1120 SW 5 th Ave.	
Portland OR 97204	

Scope and Consideration (9/19)

- (a) Contractor shall perform the Services and provide the Goods and Deliverables set forth in the Statement of Work by the due dates specified in the Contract.
- (b) City agrees to pay Contractor a sum not to exceed \$ _____ for accomplishment of the Project.
- (c) Payments shall be made to Contractor according to the schedule identified in Exhibit A, the Contractor’s Price.

Recitals:

WHEREAS, to further its government operations, the City of Portland desires to outsource Transportation Justice Services (the “Project”); and

WHEREAS, the City issued Request for Proposal (RFP) # 00001453 for Transportation Services

WHEREAS, Contractor, in its Proposal dated _____ and submitted in response to the City's RFP/ITB represented that it has the knowledge, experience, and expertise in _____ for _____; and

WHEREAS, the City selected Contractor based on its Proposal;

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS (11/18)

General Definitions. (11/18) These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders or Task Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

"Acceptance" (11/18) means the Deliverable demonstrates to the City's satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City's Specifications.

"Acceptance Certificate" (11/18) means a written instrument by which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

"Acceptance Criteria" (11/18) means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City's Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria.

"Acceptance Date" (11/18) means the date on which the City issues an Acceptance Certificate for the Deliverable(s).

"Acceptance Test" (11/18) means the evaluation and testing method, procedures, or both, that are used to determine whether or not a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.

"Affiliates" (11/18) means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term "control" means the power to

direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” (12/18) means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” (11/18) means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” (11/18) means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” (12/18) means a document, agreed and signed by both Parties, that changes an existing Statement of Work or Task Order. Change Orders cannot change Contract amount or Master Terms and Conditions.

“Confidential Information” (08/19) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

“Contract” (11/18) means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

“Contract Price” (11/18) means the not-to-exceed price agreed upon by the Parties for all Goods and Services.

“Deliverable(s)” (11/18) means the Goods, Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

“Documentation” (11/18) means user manuals and other written materials in any form that describe the features or functions of the Goods and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Equipment” (11/18) means any hardware, machinery, device, tool, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper implementation and operation of the Goods or Services to be provided to the City by Contractor under this Contract.

“Defect” (11/18) means any error, problem, condition, bug, or other partial or complete inability of a Service, Good or component thereof, to operate in accordance with the applicable Specifications.

“Final Acceptance” (11/18) means the City has determined that all Deliverables have successfully completed Acceptance Testing, which demonstrates to the City’s satisfaction that all Deliverables conform to and operate according to the Acceptance Criteria, applicable Documentation, and Contractor’s representations; and that for Deliverables not requiring Acceptance Testing, that the Deliverables conform to the Acceptance Criteria or the City’s specified requirements.

“Force Majeure Event” (11/18) means an exceptional and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party’s reasonable control.

“Good(s)” (11/18) means the items provided by Contractor to the City under this Contract, as outlined in the Statement of Work.

“Intellectual Property Rights (IPR)” (11/18) means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Key Personnel” (11/18) means the specific individuals identified in Section 3.11 to fill Key Positions.

“Key Position” (11/18) means a job position critical to the success of the Project as identified in Section 3.14 of this Contract.

“Manufacturer’s Warranty” (11/18) means a written statement to the City from Contractor or passed through Contractor from a third party, that one or more Goods manufactured by the third party and provided by Contractor will operate at the required Specifications, functionality and performance level.

“Manufacturer’s Warranty Period” (11/18) means the time period during which a Manufacturer’s Warranty is valid and enforceable by the City.

“Master Terms and Conditions” (11/18) means the body of text from the preamble through the signature page of this Contract.

“Material Breach” (11/18) means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

“Personally Identifiable Information (PII)” (11/18) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act.

“Project” (6/19) means the overall delivery of the Goods all related Services including, without limitation, design, development, integration, implementation, testing, support and Maintenance, and any Deliverables any of which Contractor may be providing in whole or in part.

“Proposal” (11/18) means Contractor’s response to the City’s RFP referenced on page one of this Contract.

“Repair(s)” (11/18) means to fix, patch, reprogram, or replace the System, or a component thereof, to eliminate Defects to the City’s satisfaction.

“Services” (11/18) means both ordinary and professional services performed by Contractor under this Contract.

“Specifications” (11/18) means the most current cumulative statement of capabilities, functionality, and performance requirements for the System and its components as set out in the Acceptance Criteria, Change Orders, the Statement of Work, Documentation, Contractor’s representations, Contractor’s Proposal and Proposal Clarifications, and the City’s Request for Proposals.

“Statement of Work” (SOW) (11/18) means the written detailed specifications of the Product(s) and Services(s) to be delivered to the City by Contractor, including any Change Orders or Task Orders subject to the terms and conditions of this Contract.

“Subcontractor” (11/18) means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“System” (11/18) means the operational combination of all Goods and Services to be provided by Contractor to City under this Contract.

“Task Order” (11/18) means any written request or document issued by the City and signed by both Parties for additional Product(s) or Service(s) to be provided under this Contract. Task Orders shall document the description of Goods and/or Services, price, payment schedule, Project and performance schedule, due dates, milestones and Deliverables.

“Term” (11/18) means the period of time that this Contract is in effect as stated on page one.

SECTION 2 ORDER OF PRECEDENCE

2.1 Order of Precedence. (09/17) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A, Contractor’s Price
4. Change Orders
5. Exhibit B, Statement of Work
6. Exhibit C, City RFP # 00001453
7. Exhibit D, Contractor’s Proposal
8. Exhibit E - Sample Documents: E-1, Sample Status Reports, E-2 Certificate of Acceptance, E-3 Change Order

SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

3.1 Term. (09/17) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.

3.2 Point of Contact. (09/17) Contractor shall be the sole point of contact for the City with regard to this Contract and the System.

3.2.1 Written Notifications. (10/18) All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.

3.3 Changes to Contract.

3.3.1 Amendment of the Contract. (06/19) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.

3.3.2 Change Orders to a Statement of Work. (12/18) The City and Contractor can agree to make changes, at any time to a Statement of Work or Task Order in the form of a Change Order. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.

3.4 Delivery. (08/19) Contractor shall ship Products freight and insurance prepaid; F.O.B. the City's designated location at the time indicated herein. Shipments will be complete and partial shipments will be avoided unless the City agrees in writing to the partial shipment in advance of such a shipment. The risk of loss or damage in transit shall be upon Contractor until a Product is received by the City at the delivery site. Delivery of Products shall not be deemed to be complete and title to Products shall not pass to the City until an Acceptance Certificate has been issued by the City.

3.4.1 Delivery Schedule. (09/17) Contractor shall use best efforts to deliver Product(s) and/or Services(s) on time, in accordance with the scheduled delivery date as set forth in this Contract or an individual Task Order, Statement of Work or Change Order.

3.4.2 Time is of the Essence. (06/19) The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the

Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.

- 3.4.3 Late Delivery. (06/19) In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Goods or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Goods or Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.
- 3.4.4 Best Efforts. (06/19) Contractor shall use best efforts to minimize any delay in the provision of Goods, Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.
- 3.4.5 Cancellation and Reschedule. (08/19) Unless otherwise set forth in Exhibit A, Contractor's Price or Exhibit B, the Statement of Work, the City reserves the right to cancel or reschedule any order without penalty or charge, by giving written notice to Contractor at any time in advance of scheduled ship date.
- 3.4.6 Lead Time. (08/19) Lead time for Goods shall be no longer than the lead time set forth in the Statement of Work.
- 3.5 City Reporting Requirements. (12/18) The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by Contractor in its Proposal.
- 3.6 Payment. (09/17) Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A: Contractor's Price.
- 3.6.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure

compatibility with the City's accounting and financial systems and to facilitate payment to Contractor.

3.6.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

3.7 Payment of Taxes/Contractor Shall Withhold. (09/17) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

3.8 Records and Audits (06/19)

3.8.1 Records Retention. (06/19) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.

3.8.2 City Audits. (06/19) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

3.8.3 Access to Records. (06/19) The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.

3.9 Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to

the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

3.10 Independent Contractor. (09/17) Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.

3.11 Personnel.

3.11.1 Key Positions and Personnel. (09/17) For the period of performance until Final Acceptance has been completed, the Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project:

Name	Title/Role	% of Time	Company

3.11.2 Substitution of Key Personnel. (09/17) Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. Contractor shall notify the City within ten (10) Calendar Days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require the written approval of the City. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required in Section 3.14.3.

For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

- 3.12 Termination. (06/19) The following conditions apply to termination of this Contract. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.
- 3.13 Mutual Agreement. (09/17) The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- 3.14 Material Breach. (09/17) Either Party may terminate this Contract in the event of a Material 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 to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- 3.15 Force Majeure. (09/17) Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.13, Force Majeure.
- 3.16 Bankruptcy. (09/17) The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.17 Void Assignment. (09/17) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.8, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.
- 3.18 Waiver. (09/17) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 3.19 Severability. (09/17) Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the

remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.

- 3.20 Business Tax Registration. (09/17) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.
- 3.21 EEO Certification. (09/17) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.22 Non-Discrimination in Benefits. (09/17) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.23 Sustainability. (12 /18) Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Products or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible. "Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.
- 3.24 Packaging. (09/17) All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.25 News Releases and Public Announcements. (09/17) Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this

Contract or the Project without the express written approval of the City. Such approval may be withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.

- 3.26 Rule of Construction/Contract Elements/Headings. (09/17) This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.27 Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.
- 3.28 Permissive Cooperative Procurement. (09/17) Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Products or Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to all public agencies. Each public agency shall execute its own contract with Contractor and shall have the option to negotiate its own terms and conditions.

SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY

- 4.1 Governing Law and Jurisdiction. (09/17) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 4.2 Public Records Request. (09/17) Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with

federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

- 4.3 Public Records. (09/17) The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES

5.1 General Warranties. (09/17) Contractor makes the following warranties:

- 5.1.1 Capacity. (09/17) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
- 5.1.2 Authority to Conduct Business. (08/19) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.
- 5.1.3 Disclosure of Litigation. (09/17) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.
- 5.1.4 Conflict of Interest. (09/17) Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.
- 5.1.5 Compliance with Applicable Law. (09/17) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.
- 5.1.6 Public Contracts. (09/17) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.

- 5.1.7 Compliance with Civil Rights Act. (09/17) Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>
- 5.1.8 Respectful Workplace Behavior. (09/17) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
- 5.2 Grant Funding. (02/18). This Contract is currently not using grant funding. However, in the event that City acquires or uses grant funding to pay for any portion of this Contract, the City and Contractor agree to Amend the Contract to include the federally required terms and conditions. General grant terms may be found at <http://www.portlandoregon.gov/bibs/article/455735>
- 5.3 Compliance with Non-Discrimination Laws and Regulations.
- 5.3.1 Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. (06/19) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- 5.3.3 Sanctions for Noncompliance. (09/17) In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.

- 5.3.4 ADA Compliance. (07/18) Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Products, Services or activities requested to be provided for City under this Agreement.

At minimum, Contractor shall do the following:

Contractor shall provide language translation services, sign language, accommodate service animals, audio, TTY, transcripts.

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within 14 Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Products, Services or activities that Contractor is undertaking for City under this Agreement.

- 5.3.5 Required Reporting. (05/19) If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or title6complaints@portlandoregon.gov.

- 5.4 Goods and Service(s) Warranties. (08/19) Contractor makes the following warranties:

- 5.4.1 No Third-Party Conflict or Infringement. (01/19) As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.
- 5.4.2 No Encumbrances. (08/19) All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution

and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.

- 5.4.3 Conformance with Specifications. (01/19) Contractor warrants that the Goods and Services shall operate in conformance with the Specifications.
- 5.4.4 No Material Defects. (08/19) Contractor warrants that the Goods provided shall be free of any defects in design, material and workmanship.
- 5.4.5 Equipment and Parts. (08/19) Contractor warrants that Equipment and parts will be new, the latest model (or the one that meets the City's Specifications), and be free from Defects in design, material and workmanship. If Contractor proposes to provide refurbished, reclaimed or remanufactured parts or Equipment to the City, Contractor shall request the City's approval in writing in advance of delivery of Goods and the City retains the right to approve or refuse Contractor's use of refurbished, reclaimed, or remanufactured parts. If the City approves the use of refurbished, reclaimed, or remanufactured parts or Equipment, Contractor warrants such Equipment have the same warranty as that of new and current Equipment and are subject to all the same provisions of this Contract. If Contractor uses refurbished, reclaimed, or remanufactured parts without the prior approval required by the City, Contractor may be required, at the City's sole discretion, to replace such parts and Equipment with new and current manufactured parts and Equipment at Contractor's sole expense.
- 5.4.6 Planned Obsolescence. (01/19) Contractor warrants that at the time of delivery of Goods, it has no plans in the next twelve (12) months for announcing replacement products for those Goods delivered pursuant to this Contract or any plans that would result in reduced maintenance or support for the Goods.
- 5.4.7 Compliance with Law. (08/19) Contractor warrants that the Goods conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.
- 5.4.8 Industry Standards. (01/19) Contractor warrants that the Goods are compliant with generally accepted industry standards. Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.
- 5.4.9 Substitution or Modification of Products at No Charge. (03/19) In the event that Contractor substitutes or modifies the Deliverables, Contractor shall ensure that the new or modified Deliverables shall conform in all aspects to the Specifications. Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the City.

- 5.4.10 Warranty Remedies. (08/19) The City may return to Contractor any Defective Goods identified by the City or Contractor, at Contractor's sole risk and expense. Contractor shall provide one of the following remedies for each defective Good in accordance with Contractor's standard return process: (i) repair the defective Good; (ii) replace defective Goods that cannot be repaired; or (iii) make an appropriate credit adjustment or refund the full amount of the price of the Defective Goods.
- 5.5 Assignment of Manufacturers' Warranties. (01/19) In all cases where Goods are covered by a Manufacturer's Warranty, Contractor will provide the City with all Manufacturer's Warranties. Contractor will assign to the City any Manufacturer's Warranty applicable to any respective Good. Notwithstanding the foregoing, Contractor shall be held responsible by the City for correction to or replacement of the Goods or any of its components during the period of Warranty and Maintenance.
- 5.6 No Waiver of Warranties or Representation. (01/19) Delivery of Goods or performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 5.7 No Third Party to Benefit. (09/17) This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.
- 5.8 Assignment. (08/19) Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.

- 5.9 Notice of Change in Financial Condition. (09/17) Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.10 Notice of Change in Ownership. (09/17) If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.11 Subcontractors. (08/19) Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Goods and Services authorized under this Contract.

All D/M/W/ESB/SDVBE (COBID Certified) subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any D/M/W/ESB/SDVBE subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

- 5.12 Flow-down Clauses. (01/19) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality
Section 5.3, Compliance with Non-Discrimination Laws and Regulations
Section 6.1, Hold Harmless and Indemnification
Section 6.2, Insurance

- 5.13 Force Majeure. (01/19)

5.13.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

- 5.13.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.
- 5.13.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.
- 5.13.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.
- 5.14 Ownership of Property. (06/19) All work product produced by the Contractor under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES

6.1 Hold Harmless and Indemnification. (08/19)

- 6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.
- 6.1.2 Infringement Indemnity. (08/19) Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.
- 6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Goods and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.
- 6.2 Insurance. (08/19) Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.
- 6.2.1 Insurance Certificate. (08/19) As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.
- 6.2.2 Additional Insureds. (08/19) For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.

6.2.3 Insurance Costs. (08/19) Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.

6.2.4 Coverage Requirements. (08/19) Contractor shall comply with the following insurance requirements:

6.2.4.1 Commercial General Liability. (08/19) Contractor shall acquire commercial general liability (“CGL”) and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor’s work under this Contract.

Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director

6.2.4.2 Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor’s insurance must cover damages or injuries arising out Contractor’s use of any vehicle.

Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director

6.2.4.3 Workers’ Compensation. (08/19) Contractor shall comply with Oregon workers’ compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers’ compensation insurance, Contractor shall acquire workers’ compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers’ compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

Required and attached Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.4.4 Professional Liability. (08/19) Contractor shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Contractor under this Contract in an amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of an occurrence-based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor acquires an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director

- 6.2.5 Insurance Requirements for Subcontractors. (08/19) Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.
- 6.3 Rolling Estoppel. (09/17) Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.
- 6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's project manager.
- 6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.
- 6.4 Dispute Resolution. (09/17) Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:
- 6.4.1 Any dispute between the City and Contractor shall be resolved, if possible by the Project Manager or their designee on behalf of the City and [REDACTED] on behalf of Contractor.
- 6.4.2 If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) Business Days after notice of such dispute is given by either Party to the other, the matter shall be submitted to Chris Warner on behalf of the City and [REDACTED] on behalf of Contractor for resolution, if possible.
- 6.4.3 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those

mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

6.4.4 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.

6.4.5 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services or delivery of Goods, Contractor shall proceed with the performance of such Services or delivery of Goods without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.

6.5 Remedies. (09/17) The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

6.6 Cost of Cover. (09/17) In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

Contract Number: XXXXXXXXX

Amendment Number: XX

Contract Title:

CITY OF PORTLAND SIGNATURES

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney



**Exhibit A
Contractor's Price**

SECTION 1 Pricing.

- 1.1 Most Favorable Prices and Terms: (08/19) Contractor represents that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer for the same or similar Goods or Services.

SAMPLE CONTRACT

**Exhibit B
Statement of Work**

SECTION 1 SUMMARY

SECTION 2 SCOPE OF WORK

Contractor shall provide the following Services

SECTION 3 TASKS AND DELIVERABLES

The individual Deliverables are described in more detail below:

3.1 Task 1:

3.1.1 Deliverable 1:

3.1.1.1 Acceptance Criteria:

3.1.2 Deliverable 2:

3.1.2.1 Acceptance Criteria:

3.1.3 Deliverable 3:

3.1.3.1 Acceptance Criteria:

3.2 Task 2:

3.2.1 Deliverable 1:

3.2.1.1 Acceptance Criteria:

3.2.2 Deliverable 2:

3.2.2.1 Acceptance Criteria:

3.2.3 Deliverable 3:

3.2.3.1 Acceptance Criteria:

3.3 Task 3:

3.3.1 Deliverable 1:

3.3.1.1 Acceptance Criteria:

3.3.2 Deliverable 2:

3.3.2.1 Acceptance Criteria:

3.3.3 Deliverable 3:

3.3.3.1 Acceptance Criteria:

SECTION 4 PROJECT SCHEDULE

The detailed Project schedule is shown below (or as another Schedule B-X to this Exhibit B)

SECTION 5 PROJECT MANAGEMENT

5.1 Status Reports

Contractor shall summarize activities under this Contract in written weekly/monthly status reports submitted to the City Project Manager. The status reports are due on the first day of the week/month and shall include summaries of all activities and Deliverables completed in the prior week/month. The report shall include a list of any delayed items, a description of the cause of the delay, schedule impact, and a proposed method of resolution. Delayed items shall be carried over onto subsequent reports until resolved.

5.2 Place of Performance

Contractor shall provide City with services at City locations as directed by the City Project Manager. Some portions of the work will be performed at Contractor facilities as agreed with the City Project Manager.

5.3 Project Managers

The City's Project Manager will be Irene Marion. The City may change City's Project Manager from time to time upon written notice to Contractor. Contact Information: irene.marion@portlandoregon.gov.

The Contractor's Project Manager will be _____. Contact Information:

SAMPLE CONTRACT


SAMPLE CONTRACT

Exhibit D, Contractor's Proposal

SAMPLE CONTRACT

**Exhibit E
Sample Forms**

Exhibit E-1: STATUS REPORT

	BUREAU NAME	Bureau Logo
Contractor		Project Title
Contract No.		Report Date
Contract Date		Submitted by:

1. Key Status Indicators:

Description	No	Yes	Explanation
Has scope changed?			
Will target dates slip?			
Are there resource problems?			
Any other issues?			

2. Major Activities Completed For Reporting Week (Key Accomplishments):

Activity	Comment(s)

3. Major Activities Planned For Reporting Week and Not Completed:

Activity	Comment(s)

4. Major Activities Planned For Next Week:

Activity	Comment(s)

5. Status of Key Team Deliverables:

Deliverable	Comment(s)

6. Major Issues Requiring Immediate Attention:

Issue	Resolution

7. Weekly Summary of Performance by Individual

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

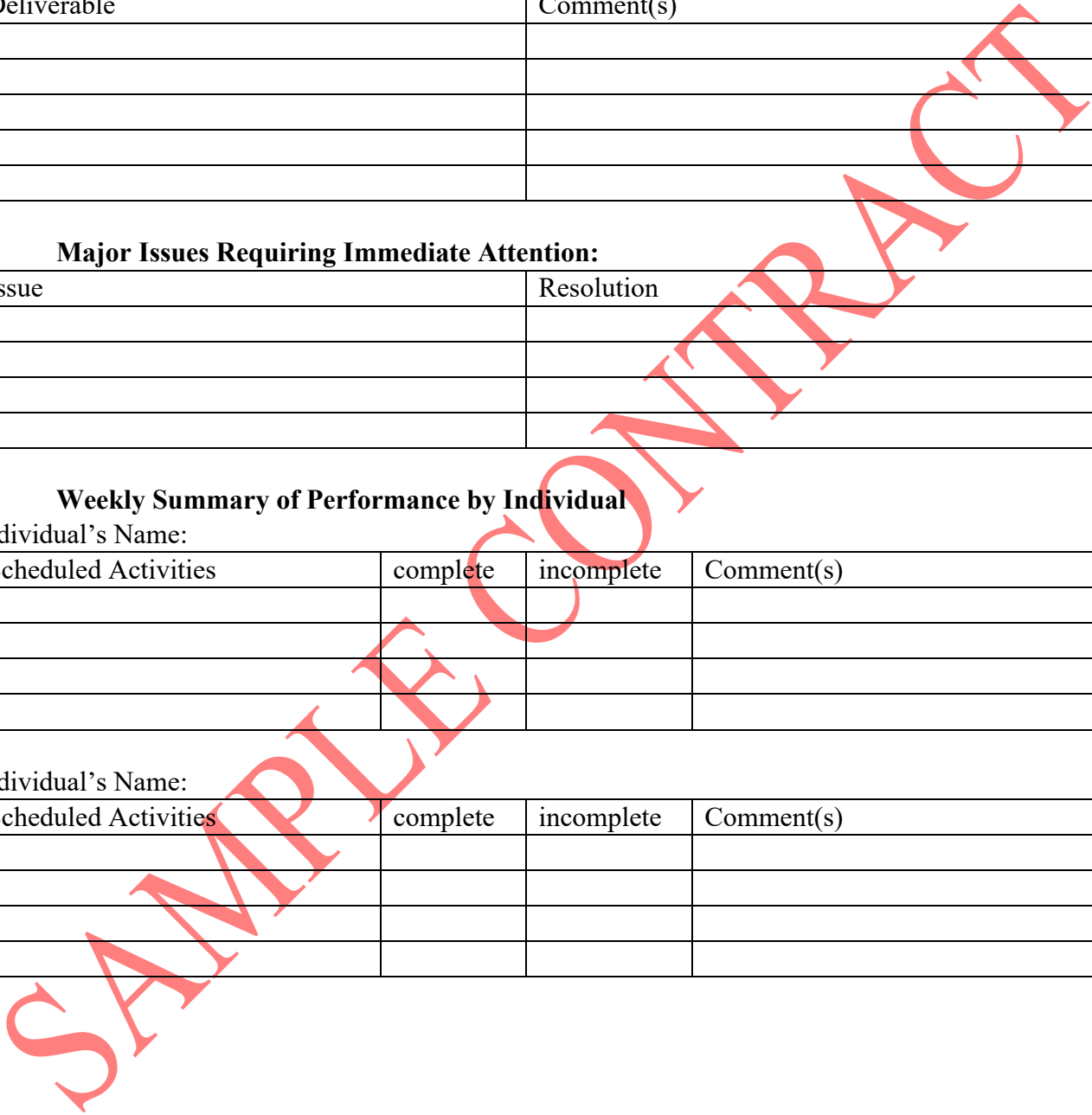



Exhibit E-3: CHANGE ORDER

	BUREAU NAME	LOGO
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CHANGE ORDER

Contractor		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance Test Plan.
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.

4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND

CONTRACTOR

Authorized Signature Date

Authorized Signature Date

Printed Name

Printed Name

City Project Manager
Title

Title

