

**TO:** City of San José Charter Review Commission  
**FROM:** Elly Matsumura, Commissioner  
**SUBJECT:** Funding/staffing levels of other Commissions (4/5/21 agenda item VII.a.)  
**DATE:** April 5, 2021

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To support our research and deliberations on how to achieve resourcing that will support our Commission to carry out its duties effectively, I have been able to obtain some preliminary information from fellow Commissions in Detroit and Portland about how they are resourced. I don't yet have all the details but I wanted our Commission to have the information that I've received so far.

**Portland:**

1. Staffing support:
  - a. 1.0 FTE (entirely dedicated to charter review) Strategic Projects Manager in the City Office of Management and Finance
  - b. 1.0 FTE Engagement and Communications Coordinator (currently in hiring process)
  - c. Staff with part of their time dedicated to the Commission:
    - i. Administrative
    - ii. Communications Manager
    - iii. Deputy City Attorney
2. Budget
  - a. Pending for FY 2021-22 (total \$500,000)
    - i. \$150,000 is for an Engagement and Communications Coordinator
    - ii. \$140,000 is to contract out to community based organizations to engage their constituencies in charter review
    - iii. \$130,000 is for research, communications, and translation
    - iv. \$45,000 is for facilitation
    - v. \$25,000 is for interpretation and meeting support
    - vi. \$10,000 is for stipends for Charter Commissioners
  - b. I do not have information about the full budget for the 2020-21 fiscal year, but the Strategic Projects Manager did note that they have another \$90,000 in carry over from this year into the 2021-22 fiscal year.
3. Additional information:
  - a. The only staff position included Commission budget as shown is the Engagement and Communications Coordinator; the other staffing support is covered under other areas of the City budget.
  - b. Please find attached a copy of the draft Request for Proposals that Portland is issuing for community based organizations to engage their constituencies in charter review. The Strategic Projects Manager noted that they are not going to release this as an on-call services contract (which is what the current, attached

language indicates) but rather rework it to be a regular one-time payment contract.

- c. If they require outside counsel, the research, communications, and translation line of the budget will cover this cost.
  - d. The City of Portland had a charter review 10 years ago that the City did not resource. The lack of resources is seen as a limitation on that charter review process. This is all the information that was immediately available on this subject - more details about this would require more research.
4. The Portland Commission just began its work recently. As noted on the website, "Every 10 years, the City Council convenes a Charter Commission to review and recommend amendments to the City of Portland Charter." The Commission's website can be found at <https://www.portland.gov/omf/charter-review-commission>

**Detroit:**

1. Original staffing:
  - a. Executive Director
  - b. Researcher
  - c. Administrative Aide
  - d. General Counsel
2. During recent budget cuts, the Commission had to engage in staffing reductions but retained its General Counsel. I don't have exact information about its current staffing or budget.
3. The Commission's work was significantly shaped by the findings from focus groups conducted by community based organizations.
4. The Detroit Commission was established by Detroit voters and is nearing the end of its three years of work; its website can be found at <https://detroitmi.gov/government/commissions/charter-revision-commission>



RFP NUMBER [\*\*\*\*\*]

## PROFESSIONAL, TECHNICAL, AND EXPERT SERVICES

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City of Portland, Oregon  
[month], 20xx

### REQUEST FOR PROPOSALS For Price Agreement for On-Call Services Contracts for Charter Commission Community Engagement

PROPOSALS DUE: [date] by 4:00 p.m.

Envelope(s) shall be sealed and marked with RFP number and Project Title.

SUBMITTAL INFORMATION: Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)

**Submit the Proposal to:**

City's Online Procurement Center  
<https://procure.portlandoregon.gov>

**Refer questions to:**

[Contact name]  
Phone: [phone number]  
Email: [contact email address]

A [choose one: MANDATORY/NON-MANDATORY] PRE-SUBMITTAL MEETING has been scheduled for [date & start time], at [location].

## 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, Office of Management and Finance is seeking proposals from community-based organizations, hereafter called “Proposer(s),” to design and implement community education and engagement activities on an as-needed basis to meaningfully engage Portland’s diverse communities in the City Charter review process with a focus on Portlanders who have been historically left out of City Hall decision making. Proposers should be organizations based in the Portland metropolitan region who primarily work with, advocate for and/or provide services to historically underserved communities and who have experience with civic or community engagement, leadership development or community organizing and advocacy.

The City Charter is a founding document that establishes the governing system and structure of the City of Portland. It defines the powers of the City as granted by the state, the municipal powers and organization of the City Council, the roles and responsibilities of the Mayor, City Commissioner, and the Auditor. It further details the procedures for elections, initiatives, referendum and recall elections, campaign finance, and how vacancies are filled. It also provides a guide on how the City is managed, the way taxes are levied and bonds are issued, how the streets, parks, sewers and other infrastructure are managed and improved, the powers of Prosper Portland, the powers of the Portland Police and Fire Disability and Retirement Fund and how to amend the Charter.

These as-needed services are referred to as “price agreements for on-call services,” and generally include work with short deadlines, scopes that may need to be developed quickly, and/or requiring expertise currently unavailable in-house. Task Orders will be issued to successful Proposer(s) under these price agreements for on-call services to engage the Portland community in a conversation about the Charter over the next two years.

### **2. BACKGROUND**

At least once every 10 years, the City Council appoints 20 Portlanders to the Charter Commission to review the City Charter and recommend amendments. The Charter Commission is an independent body that sets its own scope of work. The City Council may request that the Charter Commission review specific sections of the Charter, but ultimately it is up to the Commission to decide what to address. In the past, review has considered larger questions of policy as well as operational issues embedded in the Charter. The Charter review process will include pathways to hear from communities about how they want to engage, how they interact with the City, what’s working, what’s not working, and their vision for a City that works for them and prioritizes their interests. Potential types of engagement could include virtual or in-person events, focus groups, public opinion research or digital engagement activities. We are committed to removing systemic barriers to resources, access, and opportunity.

Community education and engagement are essential to a successful charter review. While the City is hiring a Charter Commission Engagement and Communications Coordinator, we recognize the importance of working alongside community-based organizations to reach their constituents. We value the community knowledge and ongoing relationships that enable community-based organizations to develop and deliver culturally responsive, meaningful engagement opportunities that governments cannot replicate with a one-size-fits-all approach.

The City recognizes that not all Portlanders have had similar access to City Hall. Proposers will bring the vibrancy of Portland's community to the charter review process, while ensuring that historically underserved populations will be heard.

We also recognize that Charter review cannot just hear from Portlanders who are convenient to reach or who are doing well during the pandemic. COVID-19 has made robust community engagement more difficult in a variety of ways: it's harder to meet communities where they gather; community focus is on meeting immediate needs caused by co-occurring crises; and inequities are exacerbated by COVID-. Proposers will need to develop responsive, creative ways to engage community including accelerating the use of digital engagement tools to expand who can participate during the pandemic and create new pathways for engagement post-pandemic and consider community members who don't have access to digital engagement due to barriers created by finances, knowledge, culture or other factors.

We are investing in community engagement in the Charter review process to have a lasting impact on the City's ability to engage with the diverse communities in Portland by increasing Portlanders' understanding of Portland city government and creating new pathways for Portlanders to be engaged in public processes. This collaboration will advance antiracism and equity in the City and build trust with the people we serve.

### 3. SCOPE OF WORK

The City is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in developing complex engagement strategies and delivering a wide range of communications products, with a focus on community. We are looking for Proposers with a track record of building relationships and tailoring engagement for culturally specific communities, such as Black, Indigenous, people of color and people with disabilities. We value community leadership and lived, as well as professional, experience.

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 City has not determined the anticipated cost for the requested services. The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work. Up to \$190,000 is budgeted for these services through June 30, 2022. City Council approved \$50,000 in FY20-21 and the remainder is contingent on additional funding pending FY21-22 budget decisions.

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 needed.

### 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, key personnel, subconsultants, compensation, and utilization of businesses certified by the State of Oregon Certification Office for Business Inclusion and Diversity (COBID) as Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Service-Disabled Veteran (SDVBE) and Emerging Small Businesses (ESB), hereafter referred to as "COBID certified," will be defined in the Task Order prior to commencement of the work.

The overall Consultant Project Manager will be defined in the Price Agreement and may be changed only through executed amendment to the Price Agreement. Following the execution of each Task Order, the City's Project Manager or delegate will work directly with the successful Proposer for the duration of the project unless otherwise noted on the Task Order.

#### COBID Contracting Requirements

Equity in the utilization of subconsultants is of paramount importance to the City for the work anticipated under these Price Agreements, and as such the City desires to award Price Agreements to Proposers who support the City's equity and corporate responsibility initiatives to increase COBID certified businesses participation. In accordance with City Council's direction to provide for maximum utilization of COBID certified businesses, each negotiated Task Order shall include COBID certified businesses as subconsultants to the maximum extent possible, and all Task Orders will be negotiated with the intent to maximize utilization. Successful Proposers shall be required to make good faith efforts to contract with COBID certified businesses.

#### Compensation

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. 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 and complete the scope of work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid.

#### Task Order Change Requests

Compensation may only be adjusted via an executed Amendment to the Task Order 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.

Any change to the scope of work, schedule, deliverables, subconsultants, compensation, and COBID certified businesses utilization must be agreed upon by the City and the successful Proposer in writing as an executed Change Request amendment to the Task Order. Task Order amendments adding, removing or replacing subconsultants, or increasing the compensation by more than 25% of the original Task Order amount require the Chief Procurement Officer's approval.

## 6. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this project: [edit as dates pertain to your project]

Pre-submittal meeting at <span style="color: blue;">[time]</span> a.m./p.m.	<span style="color: blue;">[date, 20xx]</span>
Written proposals due at 4:00 p.m.	<span style="color: blue;">[date, 20xx]</span>
Announcement of short list Proposers	<span style="color: blue;">[date, 20xx]</span>
Interviews or additional review, if deemed necessary	<span style="color: blue;">[date, 20xx]</span>
Selection committee recommendation	<span style="color: blue;">[date, 20xx]</span>
Contract negotiation with successful Proposer	<span style="color: blue;">[date, 20xx]</span>
Notice to proceed – work begins	<span style="color: blue;">[date, 20xx]</span>

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

## SECTION B WORK REQUIREMENTS

### 1. TECHNICAL OR REQUIRED SERVICES

[The TECHNICAL REQUIREMENTS must be explained clearly enough to serve as the basis for the Proposer to respond with a proposal that will include the Proposer's technical and management qualifications, as well as pricing information, etc.]

Include Sustainable Procurement best practices as they apply to the potential T/O's. For information about, or assistance with, including sustainability in the technical requirements, deliverables or evaluation criteria, please visit the Sustainable Procurement Program website at <https://www.portlandoregon.gov/bfrs/37732> .

IF APPLICABLE, identify any special conditions that should be considered by the Proposers. This information may include use of existing facilities, right of way services, special permits to be paid or obtained, testing for hazardous materials, required utilization of existing equipment or software, utilization of available test results, project excellence expectations, innovation opportunities and alternatives, value added engineering, cost control and/or cost effective solutions, etc.]

The successful Proposer shall build public awareness of the charter review process, amplify Portlanders' voices by focusing on elevating voices historically left out of City Hall decision making, provide foundational education on how our City government works, meaningfully involve Portlanders in the charter review process, and promote transparency and public trust.. Given the COVID-19 crisis, the successful Proposer shall design and implement education and engagement methods that support community stakeholder involvement that support safe social distancing requirements.

The following services and deliverables are anticipated:

- Co-create the charter review community education and engagement plan.
- Partner with the City for the duration of the project on sustained, iterative community education and engagement.
- Advise the Charter Commission on its work plan to ensure appropriate pacing to bolster robust community education and engagement.
- Support pathways to hear from communities about how they want to engage, how they interact with the City, what's working, what's not working, and their vision for a city that works for them and prioritizes their interests.
- Coordinate and facilitate meetings, including providing meeting strategy, materials and summaries of public input.
- Collect feedback on Charter Commission work products and recommend how gathered feedback is built into the decision-making process and support these mechanisms.
- Coordinate, as appropriate, with other existing citywide outreach efforts to disseminate information.
- Collaborate with the Charter Commission Project Manager and the Charter Commission Engagement and Communications Coordinator and maintain open and consistent communication with charter review staff.
- Develop, review, and edit culturally appropriate communications materials for a variety of audiences for use in outreach and education. Materials may include social media content, reports, graphics, factsheets, videos, community surveys, and other communications and outreach materials.

- Share lessons learned to inform other City community education and engagement processes and build relationships that help the City live up to its core values over the long-term.
- Provide a written report that documents the community engagement process and results.
- Assist with tracking a variety of education, engagement and communications metrics.
- Assist with presentations to City Council.

## 2. WORK PERFORMED BY THE CITY / OTHERS

[The City's responsibilities must be identified as accurately as possible and include approvals, testing, reviews, etc. along with any estimated turn-around time for those items. Describe any City furnished equipment, furniture, computers, property, communication equipment, and personnel. Be sure to identify any items that will affect contract performance.]

The City has assigned 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. The City is also hiring a Charter Commission Engagement and Communications Coordinator.

## 3. PROJECT REVIEWS

[Provide a description of how the Bureau intends to manage assigned work; if more than one agency is involved in the project, list them here.]

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager. The following project reviews will be conducted:

[Identify City bureaus, departments, and/or other outside agencies (i.e., Oregon Department of Environmental Quality, Army Corps of Engineers, Tri-Met, Metro, ODOT, etc.) that will review, provide comments and/or approve specific plans, tests, submittals, drawings, etc.]

## 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 June 2021. The term of the price agreements shall be for one (1) year with an option to extend the term a second year, contingent upon continued budgetary approvals. 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.

## 9. COVID-19 REQUIREMENTS

Any resulting Price Agreement may be executed and performed during the COVID-19 pandemic. While Oregon is under a declaration of emergency associated with the COVID-19 pandemic, the successful Proposer shall comply with all applicable requirements and guidance issued by federal, state and local authorities pertaining to COVID-19 (including but not limited to CDC, OSHA, Governor Brown, Oregon Health Authority, and Multnomah County Health Department). The applicable guidance and requirements include, but are not limited to, those pertaining to Oregon phased reopening and sector activities, reduction in gathering sizes appropriate to the type of location and activity, complying and implementing health protocols, maintaining social distancing, and wearing face coverings. Successful Proposer shall have a satisfactory safety plan and protocols addressing COVID-19 precautions related to successful Proposer's activities under the resulting Contract. Successful Proposer shall monitor for updated guidance and requirements and update its plan and protocols accordingly. Successful Proposer shall provide a copy of successful Proposer's safety plan and protocols to City upon City's request. Successful Proposer is solely responsible for implementing a COVID safety plan and protocols and addressing any COVID-19 related claims pertaining to its activities and provision of services under a resulting Contract. In the event that a successful Proposer's employees or its subconsultant's employees exhibit symptoms of COVID-19 infection, successful Proposer shall follow the City's contact tracing and response protocols.

## 10. BUSINESS COMPLIANCE

The successful Proposer(s) must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

### **Certification as an Equal Employment Opportunity (EEO) Affirmative Action Employer**

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland prior to contract award. To certify go to the website at: <https://procure.portlandoregon.gov>.

### **Non-Discrimination in Employee Benefits (EB)**

The successful Proposer(s) must be in compliance with the City's Equal Benefits Program as prescribed by Chapter 5.33.077 of the Code of the City of Portland prior to contract award. To certify go to the website at: <https://procure.portlandoregon.gov>.

### **Business Tax Registration**

The successful Proposer(s) must be in compliance with the City of Portland Business Tax registration requirements as prescribed by Chapter 7.02 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from the Revenue Bureau Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandoregon.gov/revenue/29320>.

## 11. INSURANCE

[NOTE: Project Managers should review prospective PTE services for risk and liability when drafting the RFP to determine insurance requirements. Project managers should consult with their Bureau Director, or a person authorized by the Bureau Director, to waive or adjust requirements and obtain their approval in writing for any waiver or adjustment. This must occur before the RFP is published. Workers' Compensation is always required by law. Unless waived or adjusted, the insurance coverages listed below are the minimum amounts required.]

The successful Proposer(s) shall obtain and maintain in full force, and at its own expense, throughout the duration of the price agreement and any warranty or extension periods, the required insurances identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the price agreement. Successful Proposer(s) shall be able to certify, and if requested by the City provide evidence, that all subconsultants performing work or providing goods or services under the price agreement have sufficient insurance to protect the interests of the successful Proposer and the City.

**Workers' Compensation Insurance:** Successful Proposer shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The Successful Proposer and any/all subconsultants shall maintain coverage for all subject workers for the entire term of the price agreement including any price agreement extensions.

**Commercial General Liability Insurance:** Successful Proposer shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent successful Proposer's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

**Automobile Liability Insurance:** Successful Proposer shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of

\$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

**Additional Insured Endorsement:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Successful Proposer's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Continuous Coverage & Notice of Cancellation:** The Successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the Price Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from Successful Proposer to the City. If the insurance is canceled or terminated prior to completion of the Price Agreement, Successful Proposer shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Price Agreement and shall be grounds for immediate termination of this Price Agreement.

**Certificate(s) of Insurance:** Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the City prior to the award of the Price Agreement if required by the procurement documents (e.g., request for proposal), or at execution of Price Agreement and prior to any commencement of work or delivery of goods or services under the Price Agreement. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The insurance coverage required under this Price Agreement shall be obtained from insurance companies acceptable to the City of Portland. The Successful Proposer shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

## **SECTION C PROJECT PROVISIONS**

### **1. SAMPLE PRICE AGREEMENT**

The Professional, Technical, and Expert Services Price Agreement is the City's standard price agreement template and will be used as a result of this selection process. A sample price agreement can be viewed at: <https://www.portlandoregon.gov/brfs/article/537760>.

### **2. PROJECT DATA [OPTIONAL]**

Information about the City Charter and Charter Commission is available at: <https://www.portland.gov/omf/charter-review-commission>

### **3. SPECIAL PROVISIONS [OPTIONAL]**

[IF APPLICABLE, identify any special conditions that should be considered by the Proposers. This information may include use of existing facilities, right of way services, special permits to be paid or obtained, testing for hazardous materials, required utilization of existing equipment or software, utilization of available test results, project excellence expectations, innovation opportunities and alternatives, value added engineering, cost control and/or cost effective solutions, etc.]

#### 4. ATTACHMENTS [OPTIONAL]

[Provide a listing of all attachments, exhibits, reference materials, or supporting documents included with the RFP, if any.]

Exhibit A          Sample Task Order

[Exhibit B          \*\*\*\*\*]

[Exhibit C          \*\*\*\*\*]

## PART II                      PROPOSAL PREPARATION AND SUBMITTAL

### SECTION A    PRE-SUBMITTAL MEETING/CLARIFICATION

#### 1. PRE-SUBMITTAL MEETING

A pre-submittal meeting and/or site visit is scheduled for this Request for Proposal on [date] at [time a.m./p.m.] at [location].

This is a **mandatory** meeting; therefore all Proposers are required to attend if they intend to submit a proposal. Proposals received from Proposers who do not attend will not be considered and will be returned to the Proposers.

#### 2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, 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.

[Contact person name  
Bureau of \*\*\*\*\*  
Street address  
Portland, Oregon zip]

E-mail: [contact email address]

Phone: [contact phone]

### SECTION B    PROPOSAL SUBMISSION

#### 1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. If submitting by hard copy the outside of the envelope shall plainly identify the Project Title, the RFP number, and the name and address of the Proposer. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

## 2. PROPOSAL

Proposals must be clear, succinct and **not exceed [number of] 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. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. **[If there are exclusions to the page limitation, such as resumes, the Supporting Information section, supplemental documentation, or other attachment materials, then be sure to specifically identify them as being excluded from the limitation.]**

Hard copy submittals shall be printed on both sides of a single sheet of 8.5" x 11" paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying. For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City requests the use of submittal materials (i.e. paper, envelopes, etc.) that contain post-consumer recycled content and are readily recyclable. Submittals shall NOT include 3-ring binders or any plastic binding, folders, or indexing materials. Reusable binding posts, clips or rings and recycled content paper envelopes or folders are examples of acceptable bindings.

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") Proposer 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 Proposer 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:

[Bureaus should adjust the criteria to get the most useful information for their project. Bureaus should craft questions within each criterion which are designed to elicit the most useful information from Proposers. Bureaus MAY NOT delete or alter the CORPORATE RESPONSIBILITY criteria except in conjunction with and approval by Procurement Services.]

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Corporate Responsibility
6. Proposed Cost

## SECTION C EVALUATION CRITERIA

### 1. COVER LETTER

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 entity
- Structure or type of 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 numbers and email address
- Statement that no redactions are requested, if applicable

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

If Proposer 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 City of Portland Business Tax number and a statement that your EEO and Equal Benefits certifications are complete.

[The main purpose of the proposal preparation instructions and evaluation criteria is to provide Proposers with direction on how to prepare their proposals and to stipulate the criteria on which their proposals will be evaluated. The evaluation criteria should address the qualifications and experience requirements for performing the work identified in Part I, Section B and provide the basis for evaluation of the proposals. Because Proposers have the right to respond to the solicitation in any manner they see fit, these instructions are predominately for guidance; there may be specific items of information

that the bureau is particularly interested in receiving in a specific way.

If you have specific concerns or requirements you want the Proposers to address, be sure to state them clearly.]

## 2. PROJECT TEAM

[A basic question to consider might be: How well does the Proposer's qualifications and experience relate to this specific project?]

Please provide the following: [the criteria may include:]

- Approximate number of people to be assigned to the work, including the approximate number of women and people of color to be assigned.
- Names of key personnel who will be performing the work, and:
  - their roles and responsibilities on this project
  - current assignments and location
  - directly relevant experience on similar or related projects
  - unique qualifications to design and implement community education and engagement activities for historically underserved communities in Portland
  - demonstrated performance record of key personnel
  - 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 project 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.

- Provide a professional resume for each key personnel, including personnel of any key subconsultant(s) proposed to be on the Proposer's team. Resumes shall include educational background, professional development, and demonstrate that the individual(s) meets the qualification and experience requirements for performing the work outlined in this RFP.
- 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

The City of Portland has adopted the following six core values: anti-racism, equity, fiscal responsibility, collaboration, communication, and transparency. Please provide a statement how the Proposer's work is in alignment with those values, and specifically how the approach will center anti-racism and equity.

[Information regarding the project manager and staff members' present employment status may be requested along with information regarding their activities on any other work presently under contract by the firm. If any proposed key personnel are committed to another project, the Bureau will want to know when they would be available for the work solicited in this RFP. Will the Proposer send in a "start team" and change mid-project to a "completion team?"]

## 3. PROPOSER'S CAPABILITIES

[This relates to the Proposer's capabilities and resources in relation to this RFP. A basic question to consider might be: does the expertise of the Proposer cover all phases of the project? This section should ask Proposers to provide information such as:]

- Describe the Proposer's legal structure, areas of expertise, length of time in operation, number of employees, and other information that would be helpful in characterizing the Proposer. [If the same information is desired for subconsultants, add: Provide the same information for any key subconsultants to be utilized on the project.]
- Provide the address of the Proposer's home office and the address of the office that will manage the project, if applicable.
- Describe similar projects performed within the last five years, which best characterize Proposer'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 Proposer worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead entity.
- Describe Proposer's resources available to perform the work for the duration of the project and other on-going projects.
- Describe Proposer's internal procedures and/or policies associated or related to work quality and cost control.
- Describe Proposer's management and organizational capabilities.
- Describe your Proposer's approach to overall management and integration of all activities required by possibly being required to complete work for which the scope of work is 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. [If additional information is desired, add: Include organizational charts, a statement regarding lines of authority and responsibility, and a statement regarding how the Proposer is prepared to respond promptly to problems and any changes to scope of work.]

#### 4. PROJECT APPROACH AND UNDERSTANDING

[The Proposer's approach and understanding of the project are important aspects of the RFP process. The Proposers should provide a clear and concise understanding of the project by describing and clarifying any major issues based upon project information provided in this RFP, including attachment materials identified in Part I, Section C.]

Given what you know about charter review, identify three important factors you think are critical to ensuring the success of community education and engagement.

Community education and engagement is focused on Portlanders' historically left out of City Hall decision-making. Please describe how your approach to this project changes due to that focus.

For each phase of work, the project approach should:

- Describe the proposed work tasks and activities, and provide a narrative description of how you propose to execute the tasks.
- Identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with City staff.
- Based on Proposer's expertise and experience with similar projects, demonstrate how you will effectively complete the proposed project.
- Identify the time frame estimated to complete each task.
- Describe how information will be dispensed in culturally relevant ways that reflect target communities.

If applicable, discuss any unique aspects of the project, alternative approaches the City might wish to consider or special considerations related to programmatic/funding requirements.

## 5. CORPORATE RESPONSIBILITY

Through the adoption of The Portland Plan; the Social Equity Contracting Strategy; and Anti-Racism, Equity, Transparency, Communication, Collaboration and Fiscal Responsibility Core Values, the Portland City Council has demonstrated its commitment to contracting with socially- and environmentally- responsible businesses. The City values and supports diversity and recognizes that it and its consultants play an integral and critical role in ensuring that diversity, apprenticeship, local investment, and equity objectives are met on each project.

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

All Proposers shall address the following in their proposals:

### a. Proposer's COBID Certification

- Please indicate in the Cover Letter if the Proposer is currently certified in the State of Oregon as a Disadvantaged Business Enterprises (DBE), Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), Service-Disabled Veteran Business Enterprises (SDVBE) and/or Emerging Small Businesses (ESB).

### b. COBID Subcontracting

- Describe Proposer's experience with partnering with COBID certified businesses on previous projects. Provide up to five (5) examples of projects worked in Oregon during the past five (5) years, public agency and non-public agency projects, that best characterize Proposer's utilization of COBID certified businesses, and include: Project name, client, contract number (if City of Portland), and all COBID certified subconsultants utilized under that contract and the total dollars and percentage of total contract value paid each COBID certified subconsultant.
- Describe and provide specific examples of Proposer's past history in mentoring and/or developing businesses owned by people of color or women.
- Describe Proposer's approach to finding and working with entities from historically underserved populations. Provide a list of organizations you would work with to reach communities of color.

### c. Workforce and Workplace Equity Practices

- Describe the Proposer'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?
- Is the Proposer located in a geographically diverse location? If not, what strategies does the Proposer use, accounting for the lack of local diversity, to ensure a diverse internal workforce (e.g., women and people of color)?

- List the top three actions/ongoing practices the Proposer has implemented to ensure a diverse workforce (e.g., women and people of color) is represented at all levels (e.g., upper management, middle management and lower-level management). Reference implementation dates, timelines, and any performance metrics that characterize these achievements.
- Describe the Proposer's employee compensation structure – as applicable, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe the Proposer's commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

**d. Sustainable Business Practices**

- List the top three actions/ongoing practices the Proposer 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 Proposer 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 COBID certified businesses utilization 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/bfrs/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/bfrs/article/536319>.

**6. PROPOSED COST**

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.

## **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:

<b>Level #1 Evaluation Criteria</b>		
<b>Criteria</b>	<b>Maximum Level #1 Score</b>	<b>Point Distribution by Subsection</b>
1. Cover Letter		REQUIRED
2. Project Team	20	
3. Proposer's Capabilities	20	
4. Project Approach	25	
5. Corporate Responsibility	26	
State of Oregon Certification		6
COBID Subcontracting		6
Workforce Diversity & Community Involvement		8
Sustainable Business Practices		6
6. Proposed Cost	14	
<b>Total:</b>	<b>100</b>	

**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:

<b>Level #2 Evaluation Criteria</b>		
<b>Criteria</b>	<b>Maximum Level #2 Score</b>	<b>Point Distribution by Subsection</b>
Interview Questions (to be determined)	100	to be determined

[Bureaus have the ability to customize the Evaluation Level #2 criteria and scoring, if Evaluation Level #2 criteria is to be different, please contact Procurement Services]

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 \$1,000,000, 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 [OPTIONAL]

[If requested by the City, the successful Proposer shall begin work by attending an orientation meeting to take place within \*\*\*\*\* days following execution of the contract. The successful Proposer shall then develop and maintain a comprehensive schedule for all elements of the project.]

[NOTE: DID YOU REMEMBER TO ATTACH A COPY OF ANY PROJECT DATA ITEMS IDENTIFIED AS ATTACHMENTS IN PART I, SECTION C (i.e., project drawings, maps, permits, plat maps, etc.)]

DRAFT

**EXHIBIT A  
SAMPLE TASK ORDER**

Task Order Number \_\_\_\_ \*

Contract Number \_\_\_\_ \*

The Contract by and between \_\_\_\_ \* *[firm/consultant name]*, hereinafter called Consultant, 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 \_\_\_\_ \* *[type of service or contract title]* on-call services.

As directed in the Contract, this executed Task Order directs Consultant to perform the services as outlined below:

This Task Order shall require the Consultant to perform *(state scope of work in details)* as directed in the Contract. These tasks will be performed by personnel listed below and shall take approximately \_\_\_\_ hours *(itemize personnel and hours, if applicable)*.

**CONSULTANT PERSONNEL** *[Use these provisions as applicable]*

The Consultant shall assign the following personnel to do the work in the capacities designated:

CONSULTANT PERSONNEL NAME	ROLE ON PROJECT

**SUBCONSULTANTS** *[If none, indicate "NONE"]*

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

SUBCONSULTANT BUSINESS NAME	ROLE ON PROJECT

The City will enforce all diversity in workforce and utilization commitments of businesses certified by the State of Oregon Certification Office for Business Inclusion and Diversity (COBID) as Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Service-Disabled Veteran (SDVBE) and Emerging Small Businesses (ESB). For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Consultant Resources.

**DELIVERABLES AND SCHEDULE**

1.

**COMPENSATION**

The maximum compensation relating to these services shall not exceed \$ \_\_\_\_ \* unless authorized by a written Amendment to the Task Order. The hourly rates shall be as indicated in the Contract.

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

In witness hereof, the parties have duly executed this Task Order as of the date written below.

CONSULTANT:

BY: \_\_\_\_\_

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

CITY OF PORTLAND:

BY: \_\_\_\_\_

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

DRAFT