



RFP NUMBER 00002742

PERSONAL SERVICES

City of Portland, Oregon

June 2, 2026

**QUALIFICATIONS BASED SELECTION
REQUEST FOR PROPOSALS
for**

STREETCAR REPLACEMENT PROJECT SUPPORT

PROPOSALS DUE: June 26, 2026, before 4:00 p.m.

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:

Kimberly Whelan | Senior Procurement Specialist
Procurement Services | City Operations
kimberly.whelan@portlandoregon.gov
(503) 823-8309

There will be no pre-submittal meeting or site visit scheduled for this Request for Proposal.

GENERAL INSTRUCTIONS AND CONDITIONS

CORPORATE RESPONSIBILITY – The City of Portland is committed to contracting with equitably aware and environmentally responsible businesses. The City values and supports diversity, advancing equity, and is dedicated to expanding economic opportunities by growing both the demand for and capacity of local contractors, including those owned by people of color and women. It is the policy of the City that all businesses, including small, minority and women-owned businesses, be given the maximum practicable opportunity to compete for and be awarded contracts.

CITY SUSTAINABILITY OBJECTIVES – The City's Sustainable City Principles directs City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms. 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. A successful Proposer 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.

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 ("QBS-RFP"), these special conditions shall take precedence over any conditions listed under the "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL – Proposers who request a clarification of the QBS-RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this QBS-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 QBS-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 QBS-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, 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 QBS-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 found 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 EMPLOYER – Successful Proposers must be certified, prior to contract execution, as an Equal Opportunity Employer as prescribed by Portland Public Contracting Rules 5.33.076, and if awarded a contract, must maintain the certification throughout the term of the contract.

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 Portland Public Contracting Rules 5.33.077.

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 QBS-RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS Chapter 192). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.345(2) and ORS 192.355(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 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 279A, B, and C.

PART I SOLICITATION REQUIREMENTS

SECTION A GENERAL INFORMATION

1. INTRODUCTION

The City of Portland is seeking proposals from qualified proposers with demonstrated experience in providing technical support for the City of Portland’s Streetcar Replacement Project. The City plans to purchase and/or acquire up to fifteen streetcars through a yet to be determined vendor(s) with the potential for both on-wire and on-board energy storage.

The City of Portland, Oregon, is the owner and operator of a modern streetcar system that operates in Portland’s central city. The streetcar system opened in 2001 with 4.5 miles of trackway with five streetcars and was the first modern streetcar system to open in the United States. The system has since expanded to 16 miles of trackway and 19 vehicles.

The fleet of streetcars range in age from 24 years to one year. The City is looking to purchase new and/or used streetcars to replace the oldest streetcars prior to reaching their maximum useful life. The new streetcars will also support a new extension project to Montgomery Park as part of a federal grant program.

2. BACKGROUND

Portland Streetcar is the largest modern streetcar system in the United States and is the third-largest transit system (by ridership) in Oregon with over 8,000 rides per day (~15,000 rides per day pre-COVID). The streetcar system provides a critical transportation service to the thousands of residents, employees and students in Portland’s central city with direct and frequent service between Oregon’s largest employers, universities and dense residential neighborhoods.

The City of Portland (City) has assigned Portland Streetcar, Inc. (PSI) as the Project Manager for the purchase of new and/or used streetcar vehicles; the Proposer will serve as technical experts and inspectors for the City’s Project Management team and will work closely with staff from the City and PSI throughout the project durations.

3. SCOPE OF WORK

The City of Portland (City), Bureau of Transportation (PBOT) is seeking proposals from individuals, firms, teams or consultants, hereafter called “Proposer(s),” with demonstrated experience in technical evaluations, support, and analysis of streetcar vehicle design and manufacturing, and proposes to engage the successful Proposer for the services described below.

4. PROJECT FUNDING

The project is funded via a grant from Portland’s Clean Energy Fund (PCEF), other local funds, and potentially federal Capital Investment Grant (CIG) program funds the City is pursuing for the Montgomery Park Streetcar Extension project.

5. TIMELINE FOR SELECTION

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

Written proposals due before 4:00 p.m.	June 26, 2026
Announcement of short list Proposers	July/August 2026

Interviews or additional review, if deemed necessary	July/August 2026
Selection committee recommendation	July/August 2026
Contract negotiation with successful Proposer	August 2026
Notice to proceed – work begins	August/September 2026

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 successful Proposer shall perform the tasks listed below for this project, and will be expected to work closely with designated City personnel to accomplish these goals. Proposer will look at schedule and CDRLs in Exhibit XX, Streetcar Vehicles, Parts, and Tools RFP # 00002649. Professional services required are likely to include:

Task 1: Technical Procurement Support

The Proposer will assist the City's project team by providing technical support, as needed, to perform design reviews and Contract Deliverable Requirement List (CDRL) approval, and retrofit needs as applicable. Proposer will attend project meetings, join conference calls, provide technical support and analysis, specification compliance, or other tasks, as requested. The majority of this work will be performed remotely.

Upon request, Proposer will provide services to include but not limited to the following activities performed by discipline experts:

Assist City project staff with Design Review

1. Attend design review meetings (mix of remote and in-person)
2. Review Contractor CDRL submissions per the list included in the City's Technical Specification
3. Review Contractor Request for Information (RFI)
4. Review Contractor change requests
5. Support specification compliance matrix

Perform Technical Oversight and Inspection Services

1. Audit Contractor's Quality Assurance/Quality Control (QA/QC) program.
2. Review Car History Book with Contractor
3. Assist with the execution of the Project Safety Certification program
4. Assist with the inspection of any vehicles acquired by the City
5. Conduct Buy America audits

Monitor Testing and Commissioning

1. Review and determine adequacy of all proposed test plans
2. Witness tests and approve/disapprove test results
3. Coordinate commissioning program with City streetcar operations

Task 2: Inspection and Modification Services

The Proposer, upon request, shall provide an onsite Inspector to perform the following tasks:

1. Conduct and/or witness routine and First Article Inspections (FAI) at vehicle manufacturer and subcontractor facilities as required
2. Witness required tests

3. Provide on-site inspection services, as directed, at vehicle manufacturer facility
4. Document inspections and reviews
5. Monitor vehicle manufacturer progress and approve/disapprove vehicle manufacturer work and conformance to the contract requirements

Task 3: On-Site Commissioning and Testing Support

The Proposer, upon request, will provide a test engineer and/or inspector at City's Maintenance Facility located at *1516 NW Northrup street Portland Oregon*, to perform the following tasks:

1. Witness tests pursuant to the requirements of the Procurement contract with the selected car builder
2. Test and Inspect vehicles pursuant to agreed upon CDRLs and designs for any vehicles acquired by the City
3. Coordinate commissioning program with City streetcar operations

Task 4: Warranty Support

The Proposer, upon request, will provide warranty support for a period as agreed upon by the City and selected car manufacturer and as outlined in the Request for Proposals for vehicle manufactures (TBD.)

1. Review fleet defects as warranted
2. Provide inspection/test experts

Task 5: Modifications to Existing Streetcars

The Proposer, upon request, will provide technical support for modifications to existing streetcars to ensure consistency among the fleet for operations and safety.

Task 6: Decommissioning of Existing Streetcars

The Proposer, upon request, will assist in the decommissioning of replaced streetcars and facilitate their disposal or disposition.

3. SUSTAINABILITY REQUIREMENTS

The successful Proposer shall incorporate applicable guiding principles, best practices, and prioritization strategies from the City of Portland [Sustainable Procurement Policy \(ADM-1.09\)](#) [ADM-1.09 - Sustainable Procurement Policy | Portland.gov](#) into the project approach, including: Application of green design methods, material optimization, and identification of least-toxic and low-carbon products and materials.

Whenever possible, deliverables shall be submitted electronically. Any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, using materials containing post-consumer waste (PCW) recycled content. See Environmentally Responsible Paper Standard – Attachment 2 of [ADM-1.09](#).

Web/audio-based meetings shall be conducted in lieu of long-distance travel for in-person meetings where appropriate.

4. WORK PERFORMED BY THE CITY / OTHERS

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed.

Specific duties the City or its designee will perform include:

- Review Milestone payments by vehicle per the agreement.
- Monitor vehicle design and manufacturing process progression.

- Oversight of CDRL review process and oversight of preliminary and final design review processes.
- Ensure adequate staffing and support for testing and acceptance of streetcar vehicles.
- Ensure a timely review of requests, contract modifications and key decision points.

The City will provide the successful Proposer with historic technical documentation as needed.

5. PROJECT REVIEWS

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager and designee (PSI). The project team will convene to expedite key decision points, contract modifications, major budget items and key deliverables.

6. 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.

Submit monthly subconsultant payment and utilization reporting electronically by the 15th of each month with invoice (reference Part II, Section C.5 of the QBS-RFP).

All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Consultant and any Subconsultants grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

Task 1: Deliverables – Technical Procurement Support

1. Written comments to CDRLs
2. Estimate five (5) Engineering cost estimates for any contractual changes to vehicles acquired by the City
3. Sign-off of approval of Safety certification documentation verifying compliance with contract documents
4. Three (3) (Pre, mid, and post) Buy America written findings reports

Task 2: Deliverables – Inspection and Modification Services

1. Inspection/Test reports
2. Weekly Status/Progress reports
3. Documentation of any unsatisfactory inspections or test results as applicable
4. Compiled comments and recommendations for disposition of documentation

Task 3: Deliverables – On-Site Commissioning and Testing Support

1. Vehicle(s) Open Items List
2. Weekly Status/Progress reports
3. Final Inspection reports
4. Provide recommendations on Vehicle Acceptance
5. Testing documentation and reports for any vehicle purchased by the City

Task 4: Deliverables – Warranty Support

1. Written reports

Task 5: Deliverables - Modifications to Existing Streetcars

1. Modification design and review
 - a. Automatic passenger counters
 - b. Automatic vehicle location
2. Modification installation design and review
 - a. Bridgeplate

Task 6: Deliverables – Decommissioning of Existing Streetcars

1. Decommissioning plan
2. Vehicle inspection
3. Removal oversight

Schedule

The Proposer's schedule will follow the SCV supplier's schedule, as tentatively outlined in Exhibit D - RFP No. 00002649 Goods + Services Request for Proposals (RFP) for Streetcar Vehicles, Parts, and Tools under RFP 00002649 Exhibit B - Statement of Work, Section B.3 PROJECT SCHEDULE and Section B.4 Vehicle TASKS AND DELIVERABLES and will be reflected in the resulting contract.

The Proposer's period of performance, excluding warranty, is from the date of Notice to Proceed (NTP) through Notice of Completion.

7. PLACE OF PERFORMANCE

Contract 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.

8. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the City occurring by December 2030.

9. 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, Consultant's shall execute the City's standard ACH Vendor Payment Authorization Agreement and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into Consultant's accounts with financial institutions. All payments shall be in United States currency.

10. 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.

11. 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) Employer

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Section 5.33.076 of the Public Contracting Rules 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 Section 5.33.077 of the Public Contracting Rules of the City of Portland prior to contract award. To certify go to the website at: <https://procure.portlandoregon.gov>.

Respectful Workplace Behavior

The City of Portland 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 Human Resources Administrative Rule 2.02 (HR 2.02) covers all employees with the City of Portland as well as consultants, vendors or contractors who provide services to the City of Portland. The successful Proposer(s) must be in compliance with this rule at all times while under contract. To view the rule go to <https://www.portland.gov/policies/human-resources-administrative-rules/equal-employment/hrar-202-prohibition-against>.

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: <https://www.portland.gov/revenue/business-tax>.

12. INSURANCE

The successful Proposer(s) shall obtain and maintain in full force and at its own expense, throughout the duration of the contract 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 contract. Successful Proposer shall be able to provide evidence that any or all subconsultants performing work or providing goods or services under the contract have the same types and amounts of insurance coverage as required herein or that the subconsultant is included under the Successful Proposer's policy.

Workers' Compensation Insurance: Successful Proposer shall comply with Oregon workers' compensation laws, 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 contract including any contract 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 \$2,000,000.

Automobile Liability Insurance: Successful Proposer shall have automobile liability insurance with coverage to cover bodily injury and property damage in an amount of not less than \$2,000,000 for each accident.

Professional Liability & Errors & Omissions Insurance: Successful Proposer shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Successful Proposer under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Successful Proposer may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Successful Proposer obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Additional Insurance: Any insurance required by Federal Law or State Statute or City Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

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 Contract. 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 Contract, 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 Contract and shall be grounds for immediate termination of this Contract.

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 Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. 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 Contract 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 CONTRACT

The City's standard Design Services contract will be used as a result of this selection process. A sample Design Services contract is attached to this RFP as Exhibit B.

2. PROJECT DATA

Reference Exhibit D - RFP No. 00002649 Goods + Services Request for Proposals (RFP) for Streetcar Vehicles, Parts, and Tools.

3. ATTACHMENTS

Exhibit A	Subconsultant Participation Disclosure Form 1
Exhibit B	Sample Design Services Contract
Exhibit C	BuySpeed Online Submittal Instructions
Exhibit D	RFP No. 00002649 Goods + Services Request for Proposals (RFP) for Streetcar Vehicles, Parts, and Tools and applicable Addendums

PART II PROPOSAL PREPARATION AND SUBMITTAL

SECTION A PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

There will be no pre-submittal meeting or site visit scheduled for this Request for Proposal.

2. QBS-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 no later than 72 hours prior to the proposal due date to all recorded holders of the QBS-RFP if a substantive clarification is in order.

Kimberly Whelan | Senior Procurement Specialist
Procurement Services | City Operations
kimberly.whelan@portlandoregon.gov
(503) 823-8309

SECTION B PROPOSAL SUBMISSION

1. PROPOSALS DUE

Proposals must be received no later than the date and time 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. 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 incorrectly.

2. PROPOSAL

Proposals must be clear, succinct and **not exceed thirty (30) pages**. Pages shall be formatted to 8.5" x 11" or 11" x 17" with the latter counting as two pages. Page orientation (portrait versus landscape) is at the discretion of the Proposer. All fonts shall be at least 11 point. Incidental text appearing in graphics and labels for charts are not subject to this

requirement. Section dividers, title page, table of contents, cover letter, resumes, 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 will not have the additional pages of the proposal read or considered.

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 format** through the City's Online Procurement Center (BuySpeed) at:

<https://procure.portlandoregon.gov/>

Please see attached BuySpeed submittal instructions, Exhibit C – BuySpeed Online Submittal Instructions. Online Submittal instructions are also available at:

<https://www.portland.gov/businessopportunities/documents/buyspeed-electronic-submittal-instructions> .

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.**

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. The City is not responsible for any failure attributable to the transmission or receipt of electronic proposals including, but not limited to the following:

- a. Receipt of corrupt, garbled or incomplete documents.
- b. Availability or condition of the receiving machine.
- c. Incompatibility between the sending and receiving machine.
- d. Delay in transmission or receipt of documents.
- e. Failure of the Proposer to properly identify the Proposal Documents.
- f. Illegibility of Proposal Documents.
- g. Security and confidentiality of data.

To avoid potential issues with the submission of Proposal Documents, Proposers should avoid file names that utilize special characters (e.g. &*_-+#@). Proposers should limit file names to no more than sixty (60) characters in length. Proposers should attempt to reduce the size of files being submitted to reduce the chance of failure of uploading documents in BuySpeed.

Proposers may request additional assistance from City staff with the submittal process prior to the proposal due date listed on the cover page of this RFP. Assistance is based on the availability of City staff and all requests for assistance shall be sent via email to kimberly.whelan@portlandoregon.gov. Requests for scheduling shall be made at least one week prior to the proposal due date. Requests for assistance after the scheduling deadline will be based on availability of staff to respond to requests. Assistance by City staff does not guarantee proposal submission will be completed accurately, on-

time, or that proposals will be considered responsive. Compliance with all proposal submission requirements are still the responsibility of the Proposer even if assistance is provided.

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 192.345(2), ORS 192.355(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 a proposal submission, a proposer must plainly mark the redactions by obscuring the specific areas the 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 QBS-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. PROPOSED COST INFORMATION

Successful Proposer(s) will submit, as a separate file, one copy of the Proposer’s proposed costs to complete services in Excel or PDF format within seven (7) calendar days after the City issues the Notice of Intent to Negotiate and Award. The Successful Proposer’s failure to provide proposed costs to complete the services to the City within seven (7) days will be cause for the City to terminate negotiations with the selected consultant and negotiate with the next most qualified consultant. The cost information requested WILL NOT be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process. Information must include the following:

- 1) Billing Rate information. Billing rate information must include the classification and hourly billing rate for each employee that may be used under the contract (including subconsultants).
- 2) Cost Proposal Table. The successful Proposer will provide a cost table that reflects the personnel classifications and types as well as the proposed hours to complete each Task (including subconsultants); and any reimbursable(s).
- 3) Proposer to present a budget detail outlining the estimated costs associated with different aspects of the Project. Proposer to break down the costs for various items or services to give a comprehensive overview. Template below is an example of formatting:

Hourly Rates and Classifications:		
Consultant	Classification	Hourly Rate
Consultant1	Class1	\$XX.XX
Consultant1	Class2	\$XX.XX
Consultant2	Class1	\$XX.XX
Description	Fee Amount	
Fee1	\$XX.XX	
Fee2	\$XX.XX	

4) Discretionary adjustment of labor rates due to inflation should be submitted in writing by the Consultant on an annual basis. Approval of rate increases is solely within the City's discretion and in no circumstances is the City obligated to approve such a request. Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the Contract;
- No more than one increase shall be granted per Contract year;
- Rate increases may not exceed the average of the last half of the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the West Region Class Size A inflation rate (as determined from the US Bureau of Labor Statistics).
- Rate increases shall not be retroactive.

After the Notice of Intent to Negotiate and Award has been issued, Proposed Cost Information from the successful Proposer(s) will be opened and reviewed by the City. Proposed Cost Information from unsuccessful Proposers will not be requested by the City.

Additional information. The main points with regard to budget management for the contract are: The overall contract will reflect a not-to exceed agreement amount.

Any changes to the contract shall be submitted in writing as a request to the City by the successful Proposer(s). All changes will require written approval through a formal amendment to the contract and must include the City's approving authority's signature(s) and the successful Proposer's approving authority's signature prior to any change.

Compensation for the successful Proposer's subconsultants will be limited to the same restrictions imposed on the successful Proposer. The maximum markup on subconsultant services will not exceed 5% for the total term of the contract.

Reimbursable(s). Proposers are required to include a separate reimbursable line item in their cost proposal, this includes any travel allowances required. There will be no increases to any reimbursable(s) during the term of the contract. The following are reimbursable to the successful Proposer at their cost (i.e. without markup): travel beyond a 100-mile radius of Portland when specifically required by the contract (which may also specify limits on travel costs and per diem charges), document reproduction costs, mileage costs directly attributable to the work, and approved reimbursable direct costs. Proposers are required to include any and all travel in their estimates, including any beyond a 100-mile radius of Portland and indicate why this travel would be necessary. If pre-approved by the City, allowable costs of travel shall be determined in accordance with the General Services Administration (GSA) per diem rates in effect on the date of this Contract.

Payments. Compensation to the successful Proposer will be based on invoices, electronic monthly utilization reports and monthly progress reports completed for work and submitted to the City, which will document completion of task/subtask and provide detailed documentation of work task activity by the successful Proposer (including subconsultants). The successful Proposer will be required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the contract are not eligible for reimbursement.

5. 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.

6. CIVIL RIGHTS DATA COLLECTION

The City of Portland collects data on equal access to contracting opportunities to understand and inform the City's development of civil rights policies and strategies, and compliance with the civil rights laws. The information provided in this section will be retained separately and will not be used for purposes of evaluating and scoring proposals.

1) Workforce Diversity:

Describe your firm's workforce demographics.

2) Oregon State Certification:

Please indicate if the Proposer currently holds a certification with the State of Oregon Certification Office for Business Inclusion and Diversity (COBID). If so, provide your certification number.

3) Subconsultant Oregon State Certification:

A Subconsultant Participation Disclosure Form 1 (see Exhibit A) is a required submission for this RFP. Please include in the form all scopes of work being performed, the subconsultants' names, the estimated percentage of the total contract amount for each subconsultant, and the COBID certification of the subconsultant performing the work. Failure to submit Form 1 with your proposal may result in the proposal being found non-responsive and may be rejected.

7. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (QBS-RFP). Proposals must follow the format outlined in this QBS-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. Supporting Information
7. Civil Rights Data, including a completed Subconsultant Participation Disclosure Form 1 (refer to Part II.B.6 and Exhibit A)

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 QBS-RFP), the stated insurance coverage and limitations, and the standard contract provisions of the Design Services contract. 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:

- QBS-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
- Provide the address of the Proposer's home office and the address of the office that will manage the project, if applicable.
- 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 the 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 the Proposer's City of Portland Business Tax number and a statement that the Proposer's EEO and Equal Benefits certifications are complete.

2. PROJECT TEAM

Proposers to provide the following:

- Approximate number of people to be assigned to the project.
- List the name and title of the Project Manager(s).
- Extent of Proposer's principal member's involvement.
- Describe the Project Manager(s) experience with:
 - Similar projects
 - Managing and leading interdisciplinary team
 - Other relevant project related experience
- Names of key personnel who will be performing the work on this project, and:
 - their roles and responsibilities on this project
 - current workload, capacity, assignments and location
 - directly relevant experience on similar or related projects
 - unique qualifications
 - demonstrated performance record of key personnel
 - percentage of their time that will be devoted to the project
- Provide a professional resume for each key personnel, 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 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

3. PROPOSER'S CAPABILITIES

Proposers to provide the following:

- Proposer should provide examples of recent projects which best demonstrate their capabilities by providing:
 - Two (2) project samples for comparable projects with a public agency completed within the last ten (10) years.
- For each project sample provided:
 - Describe relevance to this Project, including descriptions of how any outstanding issues and project constraints were addressed and resolved.
 - Include a brief description of the following:
 - project type;
 - project location;
 - project size;
 - project duration;
 - project objectives;
 - list of project staff and their role in the project;
 - chronological timeline describing the tasks performed by the Proposer to fulfill the project objectives;
 - the project budget; and
 - Include two (2) references for each project with valid contact information. 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. The City may perform reference checks as part of the scored evaluation criteria.
- Describe the Proposer's legal structure, areas of expertise, length of time in business, number of employees (as applicable), and other information that would be helpful in characterizing the Proposer. Provide the same information for any subconsultants performing key scopes of work on the project.
- 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.

4. PROJECT APPROACH AND UNDERSTANDING

For each phase of work, the project approach should:

- Describe the proposed work tasks and activities, and provide a narrative description of how the Proposer proposes to execute the tasks during each phase of the project.
- 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 the Proposer's expertise and experience with similar projects, demonstrate how the Proposer will effectively complete the proposed project.
- Identify the time frame estimated to complete each task.
- 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 Council Resolutions, the Portland City Council has shown its commitment to contracting with equitably aware and environmentally responsible businesses. The City values and supports diversity, advancing equity, and is dedicated to expanding economic opportunities by growing both the demand for and capacity of local contractors, including those owned by people of color and women.

All Proposers must address the following in their proposals:

a. Equal Employment Opportunity and Access in Subcontracting

- How are you providing equal opportunity and access in subcontracting for all businesses, including minority- and women-owned businesses? Your approach and description must, at a minimum, address the following:
 - Approach and methodology for identifying subcontracting opportunities (including suppliers, manufacturers and services) as an equal opportunity employer.
 - How outreach will be conducted to inform all businesses of opportunities.
 - Any mentoring and technical assistance to be made available to subconsultants.
 - Any financial assistance, including prompt pay and/or other forms of financial assistance that increases subconsultants' capacity and capability for maximum participation.
 - Any strategies, methods, initiatives, or examples of innovation to provide equal opportunity and access in subcontracting which Proposer may utilize in execution of the work.
- For three (3) projects of comparable scope worked during the past three (3) years, for either public agency or non-public agency projects, list:
 - Project name
 - All subconsultants utilized under those projects
 - Total project value (including amendments, if any)
 - Percentage of total project dollars paid to each subconsultant
- List the top three actions/ongoing practices the Proposer has implemented to ensure that its subconsultants provide opportunities in their internal workforce for everyone, including people of color and women, at all levels of its organization.

b. Equal Opportunity Employer and Community Involvement

- List the top three (3) actions/ongoing practices the Proposer has implemented to ensure you provide opportunities for, and remove barriers to, employment in your workforce for everyone, including people of color and women, at all levels of your organization. Include any performance metrics that characterize these practices.
- How do you approach internal on the job training, mentoring, technical training, and/or professional development and advancement opportunities for your workforce?
-
- 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.)

c. 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.
- Describe any potential opportunities for reducing greenhouse gas (GHG) emissions as it relates to this RFP.

- Does the Proposer hold any third-party certifications related to sustainable business operations (e.g. [B-Corp certification](#) or similar)? 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 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. 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.

6. SUPPORTING INFORMATION

Supporting material must include a minimum of three similar projects; their scope and schedule and an overview of the Proposer's role and performance. 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.

Resumes: Provide a professional resume for each key person, 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 QBS-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 Successful Proposer. 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	28	
3. Proposer's Capabilities	20	
4. Project Approach	28	
5. Corporate Responsibility	24	
Equal Employment Opportunity and Access in Subcontracting		8
Equal Opportunity Employer and Community Involvement		8
Sustainable Business Practices		8
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
Interview Questions (to be determined)	100	
Total:	100	

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the QBS-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 QBS-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.

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 in accordance with Portland City Code Chapter 5.10.

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.

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 192.345, 192.355 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.

EXHIBIT A
CITY OF PORTLAND
PERSONAL SERVICES
SUBCONSULTANT PARTICIPATION DISCLOSURE FORM 1

CITY SUBCONSULTANT DISCLOSURE REQUIREMENTS

This QBS Request for Proposal (RFP) requires submission by the Proposer of the Subconsultant 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) COBID certification designation
(Verify current certification status with COBID)
- 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 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.

THE INFORMATION PROVIDED IN THIS FORM WILL BE RETAINED SEPERATELY AND WILL NOT BE USED FOR PURPOSES OF EVALUATING AND SCORING A PROPOSAL. HOWEVER, FAILURE TO SUBMIT THE SUBCONSULTANT PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION.

CITY OF PORTLAND

SUBCONSULTANT PARTICIPATION DISCLOSURE FORM 1

This QBS Request for Proposals (RFP) requires the Proposer to submit this Subconsultant Participation Disclosure Form.

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:** _____

Proposers Total Percentage: _____%

Participation percentage of total contract amount allocated to subconsultants:	%
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SUBCONSULTANT INFORMATION (please print) ¹	COBID Certification ²	Subconsultant Scope/Type of Work	Subcontract %
Legal Name: Email: Phone #: EIN #⁴:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
NOTE: <ol style="list-style-type: none"> 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 COBID certification column blank if Subconsultant is not currently certified through COBID. 3. Using 'TBD', 'N/A', or similar acronyms is <u>not acceptable</u>. 4. Do not enter Social Security Numbers (SSN) on this form. 5. Information provided in this form will be retained separately and will not be used for purposes of evaluating and scoring a proposal. 			

EXHIBIT A

SUBCONSULTANT INFORMATION (please print)	COBID Certification	Subconsultant Scope/Type of Work	Subcontract %
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			

Exhibit B - Sample Design Services Contract

Attached and incorporated by reference.

QBS-RFP 00002742 – Exhibit B – Sample Design Services Contract

SAMPLE DESIGN SERVICES CONTRACT

CITY OF PORTLAND

CONTRACT NUMBER _____

PROJECT TITLE

Streetcar Replacement Project Support

This Design Services Contract (“Contract”) is entered into by and between the City of Portland (“City,” or “Bureau”) and [INSERT CONSULTANT’S LEGAL NAME], (“Consultant”).

Effective Date and Term

This Contract shall commence on the Effective Date, [INSERT EFFECTIVE DATE] and shall continue in full force and effect until [INSERT END DATE] or such other date on the Contract is terminated or extended pursuant to the terms of this Contract (“Term”).

Consideration

- (a) City agrees to pay Consultant a sum not to exceed [INSERT WRITTEN CONTRACT AMOUNT] Dollars (\$[INSERT NUMERICAL VALUE]) to complete the work in accordance with the Statement of Work (SOW), attached hereto as Exhibit A.
- (b) Payments shall be made in accordance with the Compensation section, attached hereto as Exhibit B.

=====

CONSULTANT DATA AND CERTIFICATION

Name: [INSERT FULL LEGAL NAME] _____

Address: _____

Business Designation
(check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name provided above. Information must be provided prior to contract approval.

=====

TERMS AND CONDITIONS

1. Standard of Care

In providing services under this Contract, the Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances ("Standard of Care").

2. Effect of Expiration

Expiration of the Term shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or uncorrected defect in performance.

3. Time/Late Delivery

The parties agree that time is of the essence. By executing this Contract and accepting the SOW, Consultant agrees that the time limits specified in the Statement of Work are reasonable. Consultant shall use best efforts to minimize any delay. If Consultant anticipates any delay that may prevent timely performance of Consultant's obligations under this Contract, Consultant 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. By accepting late or otherwise inadequate performance of Consultant's obligations, the City will not waive its rights to require timely performance of Consultant's obligations thereafter. If any specified delivery date is not met, Consultant shall be liable for any loss, expense, or damage resulting from the delay, and the City may obtain substitute services from another source and bill all additional costs directly to the Consultant, who shall remain financially liable for all additional acquisition costs.

4. Order of Precedence

This Contract consists of these Terms and Conditions, the SOW, all Exhibits, the City's Request for Proposals (RFP), and Consultant's Proposal. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- (a) Amendments executed by the parties after Contract award;
- (b) This form Contract as executed by the parties, including all Exhibits;
- (c) RFP Requirements as set forth in City's RFP, including without limitations all Exhibits and any Addenda; and
- (d) Consultant's Proposal in response to the RFP, including without limitation, to all supplementary materials.

5. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination shall be effective immediately upon City's delivery of a written notice of termination to Consultant.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not timely cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the nature of the alleged breach, its

intent to terminate, and provide fifteen (15) calendar days within which to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

6. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 5(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the date of the termination notice. No other costs or loss of anticipated profits shall be due or payable.
- (b) If the City terminates pursuant to 5(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City for the costs to defend any claim, and all damages, costs, and sums incurred by the City because of the breach.
- (c) If the Consultant terminates the Contract pursuant to subsection 5(b), the Consultant's sole remedy shall be payment for work completed prior to date of City's receipt of the termination notice. No other costs, loss of anticipated profits or consequential damages shall be paid.
- (d) If the City's termination under Section 5(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 5(a).
- (e) In the event of early termination, the Consultant's work product completed prior to the date of termination shall be deemed the property of the City and copies and/or data shall be immediately released to the City.

7. Non-Availability of Funds

Every obligation of the City under this Contract is conditioned upon the availability of funds appropriated or allocated for the fulfillment of the City's obligations. If funds are not allocated and available for the continuance of this Contract, the Contract may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City if this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

8. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this Contract without the prior written consent of the City. Notwithstanding City consent, the Consultant shall remain responsible for full performance hereunder. The Consultant agrees that if subcontractors are employed in the performance of the SOW under this Contract, both Consultant and any subcontractors remain subject to the requirements of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Laws; Funding Requirements

- (a) Consultant shall perform all services in accordance with all applicable federal, state, and local laws and regulations, including without limitations tax laws and terms and conditions incident to receipt of any grant funds.
- (b) Consultant shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A, 279B, and 279C require every public contract to contain certain provisions. To the extent applicable, the provisions of ORS 279A, 279B, and/or 279C are hereby incorporated by this reference herein.

10. Nondiscrimination

- (a) It is the policy of the City that no person, on the basis of race, color, national origin, limited English proficiency, disability, age, sex, religion, income level, sexual orientation, gender identity, familial status, marital status or other protected class, be excluded from participation in, denied the benefits of, or be otherwise discriminated against under any of the policies, programs, services, or activities it administers, as provided by Title VI of the Civil Rights Act, and related authorities and regulations. Consultant expressly represents that it is and shall remain in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations during the Term of this Contract.
- (b) If any person or class of persons files a complaint with Consultant alleging discrimination under Title VI of the Civil Rights Act of 1964, Consultant will notify the City of the complaint and cooperate with any investigation related to the complaint. Notifications will be sent to the City project manager, who will internally report this information as required by the City.
- (c) In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant, subcontractor or supplier will be notified by Consultant of Consultant's obligations under this Contract relative to nondiscrimination as stated herein.
- (d) The City is committed to contracting with equitably aware and environmentally responsible businesses. The City values and supports diversity, advancing equity, and is dedicated to expanding economic opportunities by growing both the demand for and capacity of local contractors and workforce, including those owned by people of color and women. To the extent the Contract, including the RFP attached as Exhibit E, contains subconsultant selection preferences or goals pursuant to a City program or Consultant commitment, including but not limited to the Consultant's Subconsultant Participation Disclosure Form or Consultant's Subconsultant Contracting Utilization Declaration of Understanding, such preferences and goals will not be enforced at this time. Provided, however, that Consultant may not substitute a subconsultant except as may be permitted by this Contract or applicable law. If City determines that a program will be applicable to this Contract, City will provide Consultant written notice of the decision, together with the current version of the program that will apply to future subconsultant selection, if any, under the Contract. Consultant will comply with the terms and conditions of such program for future subconsultant selection.

11. Americans with Disabilities Act (ADA)

(a) Consultant will comply with the Americans with Disabilities Act (ADA), including any duty the ADA may impose on City or Consultant as a result of the services or activities requested to be provided for City under this Contract.

(b) At a minimum, Consultant will do the following:

Consultant will provide [language translation services, sign language, accommodate service animals, audio, TTY, transcripts]

Consultant will document each ADA request for accommodation to the services and Consultant's fulfillment of the request. If Consultant determines that it is unable to promptly fulfill the request for accommodation under the ADA, Consultant will contact the City project manager within the same business day, providing reasons why Consultant is unable to fulfill the request for accommodation and to identify alternate accessibility options that Consultant can perform. The City project manager will internally report this information as required by the City.

(c) The parties to this Contract will notify one another in writing within [X] business days of receipt of notification alleging violation of or noncompliance with the ADA relating to this Contract, and will provide the other Party with copies (as applicable) of any such notifications, and will notify one another of any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to this Contract or the programs, services or activities that Consultant is undertaking for City under this Contract.

12. Reporting Requirements

The City is required to track certain types of Contract data for reporting purposes. Upon request by the City, Consultant must timely provide Consultant and subconsultant demographic data and subconsultant utilization that includes Minority, Women, Veteran, and Emerging Small Business Enterprise (MBE/WBE/VBE/ESB) data. Additionally, Consultant will timely provide subconsultant payment information upon City's request.

13. Respectful Workplace Behavior

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 Human Resources Administrative Rule (HRAR) 2.02 covers all employees of the City as well as consultants, vendors or contractors who provide services to the City. Consultant warrants its compliance with the terms and conditions of HRAR 2.02 as further described at: <https://www.portland.gov/policies/human-resources-administrative-rules/equal-employment/hrar-202-prohibition-against>.

14. Indemnification for Property Damage and Bodily and Personal Injury

(a) Indemnification and Defense Obligations

(i) Claims Unrelated to Professional Liability:

Consultant shall indemnify, defend, save, and hold harmless the City, and its officers, members, agents, and employees, from and against all claims, losses, damages, and costs,

including attorney fees, for personal injury and property damage arising out of the wrongful acts or omissions of the Consultant or its subcontractors, subconsultants, suppliers, employees, or agents in the performance of Consultant's services under the Contract.

(ii) Claims Based on Professional Liability:

To the fullest extent permitted by law, and except to the extent prohibited under ORS 30.140(4), Consultant shall indemnify, defend, save, and hold harmless the City, and its officers, members, agents, and employees, from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, subconsultants, suppliers, employees, or agents in the performance of Consultant's professional services under the Contract.

- (b) The indemnity obligations of Consultant under this Contract will not in any way be affected or limited by the absence of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation under insurance policies affecting this Contract.
- (c) Consultant's indemnity obligations are in addition to any other rights or remedies available under this Contract, or in law or in equity to the City. In the event of any claim or demand made against any party entitled to indemnification hereunder, the City may, in its sole discretion, reserve, retain, or apply any monies due to the Consultant under the Contract to resolve such claims; provided, however, that the City may release such funds if the Consultant provides the City with adequate assurance of the protection of the City's interests, as determined by the City in its sole discretion.

15. Insurance

- (a) Consultant shall obtain and maintain in full force at Consultant's sole cost and expense, throughout the Term and any warranty or extension periods, the required insurance 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 Contract.

- (i) Workers' Compensation. Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain applicable coverage for all subject workers.

☒ Required and attached // ☐ Certified statement of exemption (i.e., completion of Independent Contractor Certification Statement or similar)

- (ii) Commercial General Liability. Consultant shall acquire commercial general liability ("CGL") and property insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Consultant's work under this Contract.

☒ Required and attached // ☐ Reduced by City // ☐ Waived by City

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

☒ Required and attached // ☐ Reduced by City // ☐ Waived by City

(iv) Professional Liability. Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this Contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence-based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains 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 City // ☐ Waived by City

(v) [Optional Insurance where drones might be used, delete if not needed] Aviation Liability

Drone operator(s) shall acquire aviation liability and property damage insurance coverage in an amount not less than \$1 million per occurrence for damage to property or personal injury arising from Contractor's Drone work under this Contract.

☐ Required and attached // ☐ Reduced by City // ☐ Waived by City

(b) Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. 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 Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant 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 Contract and shall be grounds for immediate termination of this Contract.

(c) Additional Insured: The liability insurance coverages, 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 Consultant'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.

- (d) Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant 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 the required.
- (e) Subconsultant(s): Consultant shall contractually require its subconsultants to acquire, and maintain in effect until full performance of their Work under this Contract, insurance equal to the minimum coverage limits required above.

16. Ownership of Work Product

- (a) All work product produced by the Consultant under this Contract is the exclusive property of the City upon payment in full to Consultant as set forth in this Contract. “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 Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product. City’s alteration of Consultant’s Work Product or its use by City for any other purpose shall be at City’s sole risk.
- (b) Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

17. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by Portland City Code (“PCC”) 7.02 prior to beginning work under this Contract.

18. Successors in Interest

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

19. Severability

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

20. Waiver

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

21. Errors

The Consultant shall, without cost to the City, promptly correct errors or omissions related to the services required by this Contract.

22. Governing Law/Venue

The provisions of this Contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Multnomah County, Oregon.

23. Amendments; Change Orders

Any changes to the provisions of this Contract's dollar amount, must be made by written amendment and approved by the Chief Procurement Officer. Any other changes to the provisions of this Contract, including changes to the scope of work, key personnel, subconsultants or other changes, must be made by written amendment and approved by the City. If Consultant desires to replace any subconsultants under this Contract, Consultant will provide equal opportunity and access for all businesses, including minority- and women-owned businesses.

- (a) Amendment of the Contract. Any changes to the provisions of this Contract shall be in the form of an Amendment. Amendments must be in writing, must be approved as to form by the City Attorney, and must be executed in writing by authorized representatives of the parties.
- (b) Change Orders to a Statement of Work. Amendments to the Scope of Work shall be made using a Change Order that modifies a Statement of Work or Task Order.

- (c) The Consultant agrees to amend this Contract if the City obtains or performs a disparity study that finds a disparate impact based on race and/or gender. The amendment will incorporate preferences and goals for Minority, Women, Veteran, and Emerging Small Business Enterprises (MBE/WBE/VBE/ESB) to be used by Consultant and will be used for any new or replacement subcontracting that occurs during the remaining term of the Contract but will not terminate subcontracting agreements existing at the time of such amendment.

24. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the Contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

25. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract. If the Consultant fails to make timely payments to its subcontractors, subconsultants, or suppliers, the City is entitled to take any action permitted by law, including, but not limited to, the following:

- (a) Withhold all or part of any progress payment until Consultant makes payment;
- (b) Find that the Consultant is not a qualified bidder for future projects per the City's consideration of the Consultant's record of past performance pursuant to ORS 279C.110(3);
- (c) Directly make payment to the subcontractor, subconsultant, and supplier who has not received proper payment; and
- (d) Terminate the Contract for and Event of Default as provided herein.

26. Records and Audits

(a) Records Retention

- (i) The Consultant and its subconsultants and suppliers shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. The Consultant and its subconsultants shall maintain all other records necessary to clearly document their performance of the work and any claims for additional compensation or requests for additional contract time arising from or relating to their performance under the Contract.
- (ii) The Consultant shall include in its subcontracts, purchase orders and all other written agreements a provision requiring all subconsultants, material suppliers, providers of rented operated equipment and persons submitting cost or pricing data according to the term of a contract, at all tiers, to comply with this section.

- (b) City Audits: The City, either directly or through a designated representative, may conduct financial and performance audits of the billing and Products or Services at any time during 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.
- (c) Access to Records: The City and its authorized representatives shall have timely access to, and an opportunity to inspect, examine, copy and audit all books and records relating to the Contract, for any reason, upon reasonable notice.
 - (i) Such books and records shall be maintained by the Consultant and all subconsultants, suppliers and persons with cost or pricing data for a minimum period of six (6) years from the date of Final Payment under the Contract, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the Contract, whichever is longer.
 - (ii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall maintain all records in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Consultant or the City. Failure to maintain the records in this manner shall not be an excuse for not providing the records.
 - (iii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall produce all such books and records in Portland, Oregon, regardless of whether the records are produced pursuant to this provision of the Contract or because of a claim, litigation, arbitration or other proceeding. The Consultant or a subconsultant, supplier, or other person may produce the books and records elsewhere if it fully compensates the City for the reasonable costs of travel to and from the place where the records are produced and the reasonable cost of any employee's time in having to travel.
- (d) Overpayment: If an audit discloses that payments to the Consultant were more than the amount to which the Consultant was entitled, the Consultant 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.

27. Electronic Signatures

The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including using electronic signatures.

28. Merger Clause

This Contract, and the Contract Documents identified at Section 3 above shall be deemed to encompass the entire agreement of the parties and supersede all previous understandings and agreements between the parties, whether verbal or written.

29. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. For any claim or dispute that is subject to mediation under this section, the statute of limitations and statute of repose shall not begin to run until the time period set forth in Section 31 below or upon the conclusion of mediation, whichever is later.

Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation, no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

30. Progress Reports: ☒/ Applicable ☐/ Not Applicable

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

31. Consultant's Key Personnel: ☒/ Applicable ☐/ Not Applicable

- (a) If applicable, the Consultant shall assign the Key Personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change Key Personnel without the prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, Consultant shall, within 30 (thirty) days of receipt a request from the City, replace any Key Person who is not meeting City performance requirements.
- (b) The Consultant agrees that the primary personnel assigned to perform the services shall be listed in in the Statement of Work and Consultant shall not change such personnel without the prior written consent of the authorized representative of the City as designated in the SOW. The City will enforce all subconsultant commitments submitted by the Consultant in its proposals. Failure to use the identified subconsultants without prior written consent is a material breach of Contract.

32. Third Party Beneficiaries

There are no third-party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

33. Conflict of Interest

- (a) Consultant hereby certifies that, if applicable, its Contract proposal was made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), and that the Consultant as a proposer competed solely on its own behalf and without connection or obligation to any undisclosed person or firm. Consultant certifies that it 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, Consultant, its employee(s), its officer(s) or its

director(s) are not City officials/employees 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 Contract pertains;

(ii) has or will participate in evaluation or management of the Contract; or

(iii) has or will have financial benefits in the Contract.

(b) Consultant understands that should it elect to employ any former City official/employee during 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 ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

34. Contractual Statute of Limitations/Statute of Repose for Design Services Claims

The statute of limitations applicable to services provided under this Contract shall be 6 years from the date of Final Completion of the project. "Final Completion" shall have the meaning in the City's applicable standard construction specifications for the project. The statute of repose applicable to services provided under this Contract shall be 10 years from Final Completion of the project. The statute of limitations and statute of repose set forth herein shall not begin to run until the project reaches Final Completion, regardless of discovery of any condition, act, error, or omission. This provision shall be included in any subconsultant agreement executed by the Consultant for the performance of services.

35. Notices and Communications

(a) All notices and other communications concerning this Contract shall bear the Contract number assigned by the City. Notices and other communications may be delivered personally, by facsimile, email, by regular, certified or registered mail or other commercial delivery service. A notice to the City will be effective only if it is delivered to that person designated in writing in either:

(i) the Notice of Award of this Contract,

(ii) the Notice to Proceed under this Contract, or

(iii) to another individual specifically designated by this Contract.

(b) A notice to the Consultant shall be effective if it is delivered to the individual who signed this Contract on behalf of Consultant at the address shown with that signature, to a corporate officer if Consultant is a corporation, to a general partner if Consultant is a partnership, or to another individual designated in writing by the Consultant in the Contract or in a written notice to the City.

36. Safety

Consultant shall ensure that all Work is performed in a safe manner protective of workers and the environment. Accordingly, Consultant shall maintain in place a safety plan that provides for compliance with all safety laws and regulations in effect during the Term. Consultant shall bear the cost of compliance with its safety plan. The City reserves the right but not the obligation to issue a “stop work” order in the event of a potential life safety risk as determined at the City’s discretion.

37. Access to Facilities

Consultant agrees that Consultant’s physical or remote access to City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Consultant access to any portion of the facilities or systems.

38. Force Majeure

- (a) If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Contract (the “Nonperforming Party”) will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party’s inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 33(c).
- (b) For purposes of this Contract, “Force Majeure Event” means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.
- (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

39. Attachments

The following attachments are incorporated into this Contract.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Compensation

(c) Exhibit C – Consultant’s Rate Schedule

(d) Exhibit D – Sample Change Order [remove if not needed]

(e) Exhibit E – RFP #_____

=====

CONSULTANT SIGNATURE:

Consultant represents that Consultant has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Consultant and supersedes all prior and contemporaneous proposals and oral and written agreements, between the parties on this subject, and any different or additional terms on a City purchase order or Consultant quotation or invoice.

The parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereby cause this Contract to be executed.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the Terms and Conditions and the Statement of Work (Exhibit A); hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Employer and is in compliance with the Equal Benefits Program as prescribed by Sections 5.33.076 and 5.33.077 of Public Contracting Rules of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600

[INSERT Consultant's Legal Name]

By:_____ Date:_____

Name:_____

Title:_____

CONTRACT NUMBER: 3000XXXX

CONTRACT TITLE: PROJECT TITLE

CITY OF PORTLAND SIGNATURES:

By: _____
City Administrator

Date: _____

By: _____
Chief Procurement Officer

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

Consultant's and City's Project Manager for this Contract are:

For City of Portland:	For Consultant:
Name:	Name:
Title:	Title:
Address:	Address:
City, State:	City, State:
e-mail:	e-mail:
Copy to:	Copy to:

1. SCOPE OF WORK

Consultant agrees to provide all the Design Services described below on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals.

1.1.

1.2.

1.3.

1.4.

2. DELIVERABLES AND SCHEDULE:

2.1.

2.2.

2.3.

2.4.

3. CONSULTANT KEY PERSONNEL

The Consultant shall assign the following Key Personnel to do the work in the capacities designated and agrees not to substitute these personnel while working on the Contract without the express approval of the City, which approval shall not unreasonably be withheld:

Exhibit A – Statement of Work

NAME	ROLE ON PROJECT

4. SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	COBID CERTIFICATION	SUBCONTRACT AMOUNT

Consultant shall not add, eliminate, or replace any subconsultant assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified subconsultants without prior written consent is a material breach of contract. Any changes must be reported and submitted to the Compliance Specialist. All changes to this Contract, including changes to the subconsultant participation, must be made by written amendment and approved by the Chief Procurement Officer to be valid.

For Contracts valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically in the Contract Compliance Reporting System, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at:

<https://www.portland.gov/business-opportunities/resources/review-post-award-compliance>.

COMPENSATION

The maximum that the Consultant will be paid for the work on this Contract is \$XXX (hereafter the “not to exceed” amount).

The “not to exceed” amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, and Contract Mitigation if any. Contract Mitigation can be used only with prior written approval of the City prior to any effort being accomplished on added tasks. Nothing in this Contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid to the Consultant may be less than that amount.

The Consultant shall be paid based on its hourly rates, plus any authorized expenses, in accordance with the tasks listed below. If a task is completed and accepted by the City, and the amount billed by the Consultant is less than the estimated budget for the task, the remaining amount may be used on the other tasks as authorized in writing by the Project Manager. In no event shall the Consultant bill for an amount greater than what is shown for each task.

Task/Phase	Description	Amount
1		
2		
3		
	Total Not to Exceed:	

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours to complete the work does not impose any liability on the City for additional payment.

If the work is completed before the “not to exceed” amount is reached, the Consultant’s compensation will be based on the Consultant’s bills previously submitted for acceptable work performed and approved.

1. Payment Terms: Net 30 Days

The City shall pay the Consultant as follows upon the submission of invoices approved:

1.1. _____

1.2. _____

2. Standard Reimbursable Costs

The following costs will be reimbursed without cost-increase:

[ALTERNATIVE]

2.1.Reimbursement of travel costs is not anticipated in this Contract.

[ALTERNATIVE]

2.1.If pre-approved by the City, allowable costs of travel shall be determined in accordance with the General Services Administration (GSA) per diem rates in effect on the date of this Contract. Consultant's time spent traveling to the Portland area, however, will not be reimbursed. All costs incurred for local travel within the Portland metropolitan area, and a 100-mile radius, including but not limited to, vehicle mileage and parking fees are considered as included in the overhead rate, and shall not be reimbursed separately.

2.2. _____

2.3. _____

2.4.Personal expenditures or expenditures not related to the Contract are not eligible for reimbursement.

3. Hourly Rates

3.1.The Consultant shall be compensated in accordance with the hourly rates set forth in attached Exhibit C, Hourly Billing Rate Table. In no way shall the cost of hours billed by the Consultant exceed the total Contract amount throughout the term of this Contract.

[ALTERNATIVE]

3.2.The City has authorized an annual hourly rate increase of 2% for each year of this Contract. [include escalation in Exhibit C]

[ALTERNATIVE]

3.2.Discretionary Adjustment of Labor Rates Due to Inflation (10/24)

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request. Rate increases are subject to the following limitations:

3.2.1. No increases will be granted before the one-year anniversary of the Contract;

3.2.2. No more than one increase shall be granted per Contract year;

3.2.3. Rate increases may not exceed the average of the last half of the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the West Region Class Size A average inflation rate (as determined from the US Bureau of Labor Statistics);

3.2.4. Rate increases shall not be retroactive.

Other than as stated above, hourly rates may not be increased.

4. Subconsultant Costs

Compensation for subconsultants shall be subject to the same billing restrictions and requirements as those of the Consultant. Consultant may bill subconsultant services at cost plus a ___% mark-up [do not exceed 5%] and shall not be subject to any cost increase. Other direct expenses, as stated under Standard Reimbursable Costs, shall be billed at cost without mark-up. Allowable subconsultant services can only be marked-up once. For example, the Consultant is not allowed to mark-up on a second tier subconsultant's services if it has already been marked-up by the Consultant's subconsultant. Mark-up is not allowed when using intergovernmental resources to complete work and will not be accepted.

5. Progress Payments

5.1. Compensation to the Consultant shall be based on the following:

5.1.1. Invoices submitted to the City, including the appropriate required information as outlined below and all supporting documentation relating to charges expressed on the invoice.

5.1.2. The invoice shall be submitted to _____.

5.1.3. Detailed monthly Project Progress Reports submitted to the City Project Manager by email.

5.2. The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement. On or before the 15th of each month, the Consultant shall submit to the City Accounts Payable Department an invoice for work performed by the Consultant during the preceding month.

5.3. The Consultant shall enter all the following information on Consultant's invoice for the City to review and authorize the invoice for payment.

5.3.1. Contract Number, City's Project Title and any other identifying information requested by the City

5.3.2. Invoice date

5.3.3. Date range during which the services are being invoiced for work provided

5.3.4. Invoice number. The last invoice submitted on the Project must be clearly labeled "Final Invoice"

5.3.5. City Project Manager's name

5.3.6. Amount being invoiced for the current invoice

5.3.7. Consultant shall describe all services performed with particularity and by whom it was performed (Consultant's individuals or subconsultant, labor category, direct labor

rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. If reimbursable expenses are authorized, identify by line-item categories, 1) Travel Expenses and 2) General Reimbursable Expenses.

Note: Invoices for Basic Services under a specific Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Task that the amount invoiced represents

5.3.8. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable and preapproved authorization document from the City Project Manager

5.3.9. The Consultant shall stamp and approve all subconsultant invoices and note on subconsultant invoice what they are approving as “billable” under the Contract

5.3.10. The billing from the Consultant must clearly roll up labor and reimbursable costs for the Consultant and subconsultants. Any billings for subconsultants must match the subconsultant invoices.

5.4. To the extent the City disputes any portion of the amount requested in the application for payment, the City shall indicate the undisputed amounts and the amounts that are in dispute. The City shall pay the undisputed amounts and indicate to whom such payments shall be made. The Consultant shall make such payments to itself and to subconsultants as indicated by the City for such undisputed amounts. The City and Consultant and, if applicable, the subconsultant shall then work to reach agreement on the disputed amounts.

5.5. Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the City Project Manager for final review and approval.

6. ACH Payments

It is the City’s policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City’s standard ACH Vendor Payment Authorization Agreement and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into Consultant’s accounts with financial institutions. All payments shall be in United States currency.

7. Authorization to Proceed

Irrespective of the effective date of the Contract, the Consultant shall not proceed with any work required under this Contract without a written authorization to proceed from the City. Any work performed or expenses incurred by the Consultant prior to the Consultant's receipt of authorization to proceed shall be entirely at the Consultant's risk.

Exhibit XXX: SAMPLE CHANGE ORDER (Remove if not needed)

	BUREAU NAME	LOGO

CHANGE ORDER

Consultant		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 Requirements
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Requirements
<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.
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

Title

City Project Manager
Title

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

(remove this form if Consultant has Workers' Compensation Insurance)

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent Contractor, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor: check four or more of the following:

_____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;

_____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;

_____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;

_____ D. Labor or services are performed only pursuant to written contracts;

_____ E. Labor or services are performed for two or more different persons within a period of one year; or

_____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____ Date _____

FOR CITY USE ONLY

PROJECT MANANGER-COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

ORS 670.600 Independent Contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

perform the labor or services as an "independent Contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.


City Project Manager Signature_____Date_____

Exhibit C – BuySpeed Online Submittal Instructions

Attached and incorporated by reference.

BuySpeed Electronic Submittal Instructions

These instructions are for uploading electronic attachments to a BuySpeed solicitation. The process is not intuitive, and the nomenclature of the system can sometimes be misleading. There are also a number of fields that are not necessary for City of Portland submittals, so these instructions will highlight only those fields that are necessary for City submittals. Please plan at least 30 minutes to submit your proposal, and when possible, submit your bid at least one business day before it is due.

Step 1: log in to the BuySpeed system. <https://procure.portlandoregon.gov>. Make sure you are in the “seller” not the “seller admin” role by clicking on this icon on the top right corner of the page:  and select “seller.”

Then navigate to the solicitation number. Click the solicitation number link to open the solicitation page containing a summary of the solicitation information. The resulting page should look similar to the image below.

Bid Solicitation: 00000694

Header Information

Bid Number:	00000694	Description:	SUBMITTAL UPLOAD INSTRUCTIONS	Bid Opening Date:	09/20/2017 12:00:00 PM
Purchaser:	Jeff Blade	Organization:	City of Portland		
Department:	GOODSANDSERVICES - Goods & Services	Location:	GS - Goods & Services		
Fiscal Year:	17	Type Code:	04 - G&S RFP	Allow Electronic Quote:	Yes
Alternate Id:		Required Date:		Available Date :	09/19/2017 02:27:17 PM
Info Contact:	Contact Jeff Blade at (503)823-6858	Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Open Market				

Pre Bid Conference: None.

Bulletin Desc: Electronic submittal upload instructions.

Ship-to Address:	Please See Solicitation Documents City of Portland Portland, OR 97204 US Email: test@periscopeholdings.com Phone: (123)456-7890	Bill-to Address:	Please See Solicitation Documents City of Portland Portland, OR 97204 US Email: test@periscopeholdings.com Phone: (123)456-7890	Print Format:	
-------------------------	--	-------------------------	--	----------------------	--

File Attachments: [Instruction.txt](#)

Form Attachments:

Item Information

Item # 1: (918 - 58) SUBMITTAL UPLOAD INSTRUCTIONS

NIGP Code: 918-58
Governmental Consulting

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:			Brand:	Model:		
Make:			Packaging:			

Print Page
Create Quote
Bid Q & A
Exit

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Step 2: Click the “Create Quote” button at the bottom of the page to start the quote wizard. “Quote” is a generic term in the BuySpeed environment for a solicitation submittal. City solicitation documents generally refer to submittals as “**Bid**”, “**Proposal**”, or “**Quote**”, depending on the type of solicitation.

Item # 1: (918 - 58) SUBMITTAL UPLOAD INSTRUCTIONS

NIGP Code: 918-58

Governmental Consulting

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate
1.0		EA - Each		
Manufacturer:		Brand:		
Make:		Packaging:		

Print Page

Create Quote

Bid Q & A

Exit

Step 3: The screen will open to the “General” tab. If you would like to insert contact info or comments for your own reference, you can do that in the appropriate boxes, but additional information in this tab is not required. Click the “Save & Continue” button when ready to move to the next step.

New Quote

[General](#) [Items](#) [Questions](#) [Subcontractors](#) [Notes](#) [Terms & Conditions](#) [Attachments](#) [Summary](#) [Back to Bid](#)

Quote #:		Bid #:	00000694
Organization:	City of Portland	Description*:	SUBMITTAL UPLOAD INSTRUCT ×
Status:	In progress	Discount Percent:	0.0 %
Delivery Days:	0	Alternate Bid:	<input type="checkbox"/>
Is "No Bid":	<input type="checkbox"/>	Freight Terms:	▼
Shipping Terms:	▼	Payment Terms:	▼
Ship Via Terms:	▼		
Promised Date: (MM/DD/YYYY)	<input type="text"/>		
Info Contact:	<input type="text"/>		
Comments:	<input type="text"/>		
Date Last Updated:	User Last Updated:		
<input type="button" value="Save & Continue"/>			

Step 4: You'll now see a warning at the top of the page stating that the terms and conditions are not acknowledged. Ignore that for now as the error will be addressed in Step 6.

Quote Validation Errors

Terms & Conditions is not acknowledged.

Quote Validation Warnings

Your quote has not been submitted.

Quote 00000939 - Magic Nose Goblins Inc

General

Items

Questions

Subcontractors

Notes

Terms & Conditions

Attachments

Summary

Back to Bid

Other Quotes for this bid by the same vendor: 00000938

Quote #:

00000939

Bid #:

00000694

Organization:

City of Portland

Status:

In progress

Description*:

SUBMITTAL UPLOAD INSTRUCTIONS

Delivery Days:

0

Discount Percent:

0.0

%

Is "No Bid":

☐

Alternate Bid:

☐

Shipping Terms:

▼

Freight Terms:

▼

Ship Via Terms:

▼

Payment Terms:

▼

Promised Date:

(MM/DD/YYYY)

Info Contact:

Comments:

Date Last Updated:

09/20/2017 10:56:06 AM

User Last Updated:

Stimpson J Cat

Save & Continue

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Step 4a: Click the “Items” tab. This tab is important because there are fields here that must be completed in order to submit a quote.

Quote 00000939 - Magic Nose Goblins Inc

General **Items** Questions Subcontractors Notes Terms & Conditions Attachments Summary [Back to Bid](#)

General Notes

Sort by Column: Print Sequence ☐ Sort Descending

Item #	Print Sequence	Questions Exist	Description	Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment (s)
1	1.0	No	SUBMITTAL UPLOAD INSTRUCTIONS	1.0	EA	0.00	0.0		0.00	\$0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Alternate Description :													
											Quote Response Total \$0.00		

Step 5b: Enter the total amount from your bid, quote or proposal, in the “Unit Cost” field. If your submittal does not include a total amount, use \$10 as the value. After entering an amount, click the “Save & Continue” button.

Item #	Print Sequence	Questions Exist	Description	Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment (s)
1	1.0	No	SUBMITTAL UPLOAD INSTRUCTIONS	1.0	EA	750000.00	0.0		0.00	\$0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Alternate Description :													
											Quote Response Total \$0.00		

! Discount only quotes indicate discount amount off of list catalog price.

Step 5c: Both the “No Bid” and “No Charge” checkboxes should be cleared, and the “Quote Response Total” has been calculated. Uncheck each checkbox if still checked.

Description	Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
SUBMITTAL UPLOAD INSTRUCTIONS									
	1.0	EA	750000.00	0.0	▼	0.00	\$750000.00	<input type="checkbox"/>	<input type="checkbox"/>
							Quote Response Total	\$750000.00	

Step 6a: Click the “Terms & Conditions” tab.

Click the “Yes” radio button to accept the terms and conditions of the solicitation, and then click the “Save & Continue” button.

Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes **Terms & Conditions** Attachments Summary [Back to Bid](#)

The following list constitutes all the attachments for the bid which may include supplemental terms and conditions.

File Name	Description	File Size
Instruction.txt (view details)	This instruction is for uploading submittal documents electronically in BuySpeed.	81 bytes


Do you accept the terms & conditions of the bid?

☒ Yes ☐ Yes with exceptions ☐ No

If you do not fully accept the terms & conditions, please note the exceptions below:

[Save & Continue](#)

Step 6b: You'll see that the terms & conditions warning message is gone.

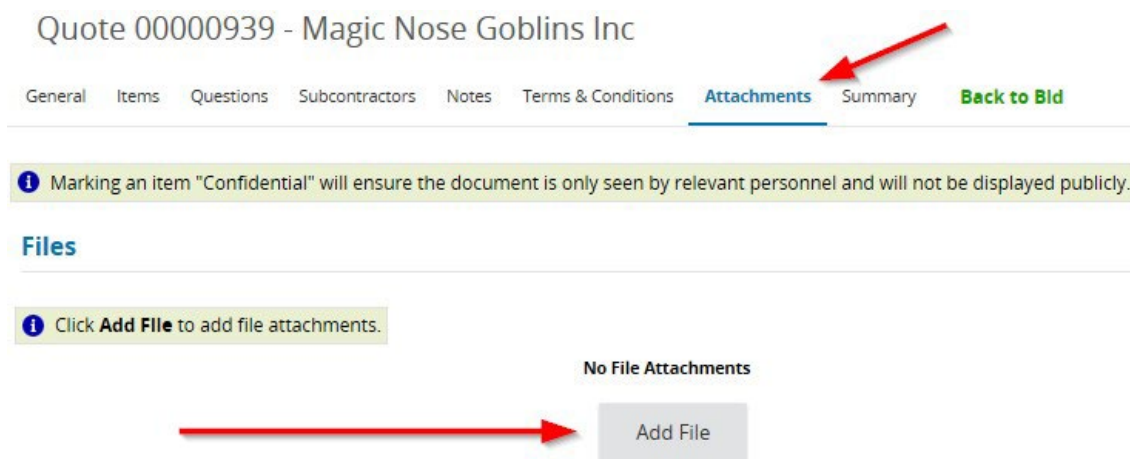


Quote Validation Warnings
Your quote has not been submitted.

Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes **Terms & Conditions** Attachments Summary

Step 7a: Click the "Attachments" tab. Then click the "Add File" button.



Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes Terms & Conditions **Attachments** Summary [Back to Bid](#)

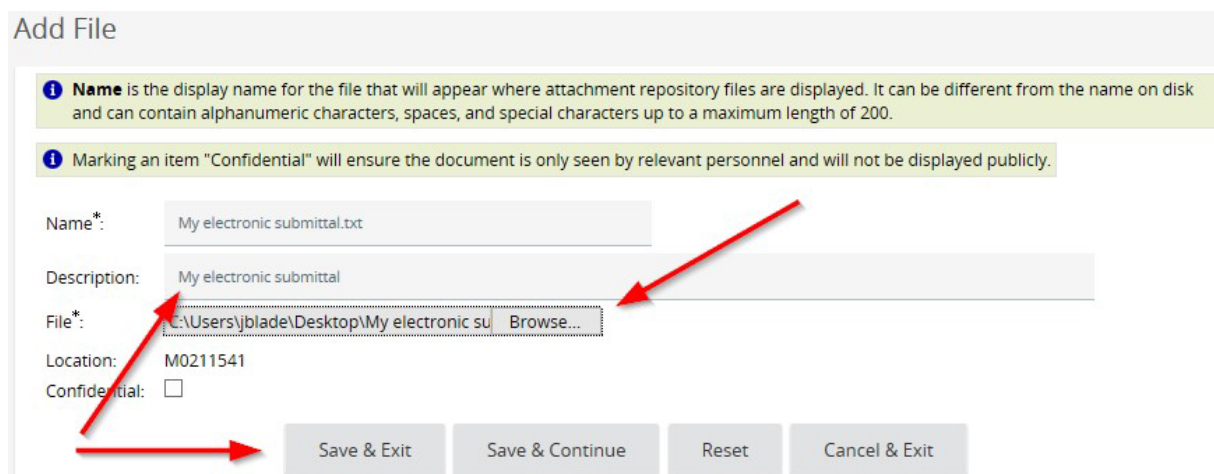
Files

Click **Add File** to add file attachments.

No File Attachments

[Add File](#)

Step 7b: Type a description for the file in the "Description" field. Then click the "Browse..." button and navigate to the file location. When the file is attached, click the "Save & Exit" button to upload it. Repeat this as necessary for any additional files.



Add File

Name is the display name for the file that will appear where attachment repository files are displayed. It can be different from the name on disk and can contain alphanumeric characters, spaces, and special characters up to a maximum length of 200.

Marking an item "Confidential" will ensure the document is only seen by relevant personnel and will not be displayed publicly.

Name*: My electronic submittal.txt

Description: My electronic submittal

File*: C:\Users\blade\Desktop\My electronic su [Browse...](#)

Location: M0211541

Confidential: ☐

[Save & Exit](#) [Save & Continue](#) [Reset](#) [Cancel & Exit](#)

Step 7c: After a document is uploaded, it will appear with its details under the “Attachments” tab.

The number in parentheses appended to the tab label denotes how many files have been uploaded.

You can also delete files by clicking the “Delete” checkbox next to the appropriate file and then clicking the “Save & Continue” button.

Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes Terms & Conditions **Attachments(2)** Summary [Back to Bid](#)

i Marking an item "Confidential" will ensure the document is only seen by relevant personnel and will not be displayed publicly.

Confirmation Messages

Changes saved successfully.

Files

Name	Description	Confidential	Order	Attached By	Attached Date	Delete
My submittal.txt (view details)	First doc	<input type="checkbox"/>	1	Stimpson J Cat	09/20/2017	<input type="checkbox"/>
Attachment.txt (view details)	Second doc	<input type="checkbox"/>	2	Stimpson J Cat	09/20/2017	<input type="checkbox"/>

[Save & Continue](#) [Add File](#)

Step 8: Click the “Summary” tab, and then click the “Submit Quote” button to complete the quote process.

Note: If this last step is NOT completed, the quote will not have been submitted.

Quote 00000939 - Magic Nose Goblins Inc

[General](#) [Items](#) [Questions](#) [Subcontractors](#) [Notes](#) [Terms & Conditions](#) [Attachments\(2\)](#) [Summary](#) [Back to Bid](#)

Header Information

Quote #:	00000939	Bid #:	00000694	Status:	In progress
Organization:	City of Portland				
Description:	SUBMITTAL UPLOAD INSTRUCTIONS	Delivery Days:	0	Discount Percent:	0.0
Bid Flag:		Alternate Bid:	No	Shipping Terms:	
Freight Terms:		Ship Via Terms:		Payment Term:	
Promised Date		Info Contact:		Quote Total	\$750,000.00
Comment:	Second quote.				
Date Last Updated:	09/20/2017 11:26:04 AM	User Last Updated:	Stimpson J Cat		

Vendor accepts the terms & conditions with no exceptions.

Bid Acknowledgements:

Document	Amendment Note	Notifications	Acknowledged Date/Time
Amendment 1	Bid amendment 1. Header 1. Bid Opening Date changed from "09/20/2017 12:00:00 PM" to "09/20/2017 04:00:00 PM". Enrollment Date Changes:	Ready to send to : test@periscopeholdings.com at 09/20/2017 12:22:44 PM	

Attachments

Agency Files:

Agency Forms:

Vendor Files: [My submittal.txt](#)
[Attachment.txt](#)

Vendor Forms:

Item Information

Print Sequence # 1.0 : (918 - 58) SUBMITTAL UPLOAD INSTRUCTIONS

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment(s)
1.0	EA	\$750,000.00	0.0%	0.0%	\$0.00	\$750,000.00	No	No	No

Print

Submit Quote

Cancel Quote

**Exhibit D - RFP No. 00002649 Goods + Services Request for Proposals (RFP) for
Streetcar Vehicles, Parts, and Tools and Applicable Addendums**

Attached separately and referred to by reference.