



RFP NUMBER 0000856

PROFESSIONAL, TECHNICAL, AND EXPERT SERVICES

City of Portland, Oregon
February 20, 2018

REQUEST FOR PROPOSALS
for a
Portland Committee on Community-Engaged Policing (PCCEP)
Facilitator

PROPOSALS DUE: March 12, 2018 by 4:00 p.m.

Submission email must include RFP number and Project Title.

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

Submit the Proposal to:

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

Refer questions to:

Mandi Hood
Phone: 503-319-7736
Email: mandi.hood@portlandoregon.gov

A **NON-MANDATORY PRE-SUBMITTAL MEETING** has been scheduled for 10:00 a.m. on March 5, 2018 at 525 NE Oregon Street, Suite 250, Portland, OR 97232.

GENERAL INSTRUCTIONS AND CONDITIONS

CORPORATE RESPONSIBILITY AND SOCIAL EQUITY CONTRACTING

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

CITY SUSTAINABILITY OBJECTIVES – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website:

<https://www.portlandoregon.gov/citycode/index.cfm?&c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental, human health, and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

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

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

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

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

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

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

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

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

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

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal if 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 AFFIRMATIVE ACTION EMPLOYER

Successful Proposers must be certified prior to contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

EQUAL BENEFITS PROGRAM – Successful Proposers must certify prior to contract execution, that they provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

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

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

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

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

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

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

PART I . SOLICITATION REQUIREMENTS

SECTION A. GENERAL INFORMATION

1. INTRODUCTION

This proposal seeks a qualified person or people to facilitate the establishment and development of the Portland Committee on Community-Engaged Policing (PCCEP), a committee of community members charged with assessing the City of Portland's implementation of a Settlement Agreement with the Department of Justice (DOJ).

Overview of PCCEP

PCCEP was developed as part of amendments made to the Settlement Agreement between the United States and the City of Portland, and seeks to improve upon the work of the Community Oversight and Advisory Board (COAB), which was initially established through the Settlement Agreement. PCCEP will consist of Portland community members who will assess the City of Portland's implementation of the Settlement Agreement, and work with the Mayor/Police Commissioner, the Portland Police Bureau (PPB), and the Portland community to achieve the desired outcomes of equitable policing and meaningful engagement and trust in the PPB. The agreement calls for reforms to PPB policies and training, particularly as they relate to interactions with people who have or are perceived to be in behavioral health crisis.

PCCEP's goals are to:

- Develop relationships with the diverse communities of Portland to engage in thoughtful dialogue and make recommendations to the Mayor (Police Commissioner) based on the communities' articulated experiences and grievances, including constitutional policing, use of force, interactions with those experiencing behavioral health crisis, complaint investigations and racial justice.
- Assess and make recommendations on PPB's community outreach efforts;
- Review and make recommendations on PPB policy directives; and
- Assess the Settlement Agreement

Specifically, PCCEP will be authorized to:

- Develop recommendations for PPB systems to engage meaningfully, both short-term and long-term, with Portland's diverse communities and improve community relations. PCCEP will gather and synthesize information from Portland's diverse communities and make recommendations based on that information in key areas of concern to communicate to the Mayor, the PPB, the Office of Equity and Human Rights, the U.S. Department of Justice (DOJ), and the public at large.
- Provide ongoing feedback to PPB regarding community engagement initiatives already in progress and those added/needed in the future.
- Review and make recommendations on PPB directives touching the DOJ Settlement Agreement and/or key areas of concern. Provide information to the community on these directives and solicit feedback and recommendations from the community to share with PPB.
- Provide information to and solicit feedback from Portland's diverse communities through focused and targeted round tables and town halls, to be held at least quarterly and be open to the public.
- Identify for off-schedule review and revision directives not related to the DOJ Settlement Agreement or key areas of concern.
- Continue to collaborate with the City on surveys regarding Portland residents' experiences with and perceptions of PPB's community outreach and accountability efforts. PCCEP will consider survey results in developing recommended strategies.

- During the effective period of the Settlement Agreement, appear before the Court at status conferences to describe to the Court members' assessment(s) of the City's progress toward achieving the goals of the Settlement Agreement.

Generally, the role of the Facilitator will be to a) support the City in establishing the PCCEP and b) support the PCCEP so that it can: solidify as a group, determine its approach to the work, and create policies and procedures that support its long-term success. The successful Proposer will have familiarity with the history of community oversight of the Settlement Agreement in Portland, an understanding of Portland's communities and their histories with the police and with trauma, and have a passion for helping diverse groups of people discuss challenging subject matter in the service of positive change.

2. BACKGROUND

In 2011, the U.S. Department of Justice opened a civil rights investigation and found the Portland Police Bureau to have engaged in a pattern or practice of excessive force when interacting with people who were or were perceived to be in mental health crisis. A tentative Settlement Agreement was reached in 2013 and accepted by the U.S. Federal Court in 2014.

The Settlement Agreement called for the creation of a community oversight body, the COAB, in order to "leverage the ideas, talent, experience, and expertise of the community" in overseeing the implementation of the Settlement Agreement. The COAB was charged to independently assess the implementation of the Settlement Agreement and was overseen administratively by the Compliance Officer-Community Liaison (COCL), Rosenbaum & Associates, a team of academics and policing experts hired as an independent contractor to monitor the implementation of the Settlement Agreement (along with the DOJ). During its two-year tenure, the COAB created over 50 recommendations on PPB policies and provided a space for community members to voice their concerns. The COAB faced challenges from its inception, including a rushed appointment and onboarding timeline, resulting in a lack of clarity about member roles and the function of the board, in part due to the rushed timeline of the Settlement Agreement. The COAB was beset by a number of additional challenges, which included repeated disruptions that resulted in meetings being shut down and complaints being filed against COAB members, against the Chair (a representative from the COCL), and by the Chair. The COAB was also hindered by the resignations of its two Chairs, in addition to a series of resignations by board members in 2016.

The fraught relationship between the COCL and COAB notably led to independent requests for separation, resulting in a 60-day hiatus in the summer of 2016. The COAB was dissolved in January 2017 so that the parties could further reflect on the process and meaningfully create an improved form of community oversight of the Settlement Agreement. Over the course of several months, City staff met with the Albina Ministerial Alliance Coalition for Justice and Police Reform (AMAC) and the Portland Police Association (PPA) to get multiple perspectives on what worked and didn't work about the first process, and to help assess what a robust community engagement body needed to look like for Portlanders. The proposal for the formation of PCCEP was approved unanimously by City Council on August 24, 2017 along with other amendments to the Settlement Agreement.

3. SCOPE OF WORK

The City of Portland, Office of the Mayor, is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in group development and facilitation, transformational conflict resolution, providing community groups with the skills needed to navigate challenging and controversial subject matter, and experience working with the mental health community. Support communities of Portland and PPB in creating healthy and sustainable relationships as the foundation for successful partnership.

The City proposes to engage the successful Proposer for the following services:

1. Assist the City in identifying areas of risk in the current PCCEP Plan, and strategize around those risks.
2. Support the committee in creating group cohesion and utilizing members' strengths and skills by establishing group norms and structure, with the goal of setting clear expectations, capacity building of new members and overall relationship building.
 - a. Help set direction and vision for the work
 - b. Help the group establish ground rules with one another and with the public.
3. Create a robust onboarding and training process for PCCEP members (to include a retreat).
4. Facilitate the development of the PCCEP work plan for the first year (with the possibility of continuing that work for an additional 6 months to a year), with a focus on community outreach, equity and inclusion.
5. Facilitate town halls/large public meetings as needed
6. Transfer knowledge and skills to the City and PCCEP to increase their capacity to meaningfully engage with each other and the communities of Portland around the Settlement Agreement.

A detailed description of desired services is specified in section B. 1. TECHNICAL OR REQUIRED SERVICES.

4. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services. The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work.

5. TIMELINE FOR SELECTION

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

| | |
|--|-----------------------------|
| Pre-submittal meeting at 2:00 p.m. | March 5, 2018 |
| Written proposals due at 4:00 p.m. | March 12, 2018 |
| Announcement of short list Proposers | March 22, 2018 ⁴ |
| Interviews or additional review, if deemed necessary | March 30, 2018 |
| Selection committee recommendation | April 6, 2018 |
| Contract negotiation with successful Proposer | April 9, 2018 |
| Notice to proceed – work begins | April 16, 2018 |

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, under the direction of the City Project Manager.

Develop communication and outreach structures to engage the community for educational and recruitment purposes.

- Develop formal and informal strategies around PCCEP's roll-out for the Portland community.

Establish an equitable process for selection of PCCEP

- Facilitate Selection Advisory Committee meetings.
- Provide strategic guidance during planning meetings in helping the City and Selection Advisory Committee create equitable and inclusive selection criteria.

Create an onboarding and training process, to include a retreat

- Work with PCCEP Project Manager to create an onboarding and training plan that:
 - Educates PCCEP members about the history of the Settlement Agreement;
 - Reviews successes and challenges to the COAB process;
 - Provides PCCEP members with clarity around their roles and the relationship between PCCEP and other parties; and
 - Facilitates the process of developing group cohesion and understanding the skills and strengths each member brings to PCCEP.

Support PCCEP in creating and managing its Work Plan

- Provide guidance on prioritizing PCCEP's tasks into a manageable work plan, with particular focus on the first year.

Facilitate Public Meetings/Town Halls

- Support the PCCEP by facilitating meetings as needed.

2. 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. The Project Manager will work closely with the Consultant to produce all deliverables. Specific duties the City will perform include:

- Assisting in the creation of an application and selection process;
- Assisting in the recruitment, selection, onboarding and training of PCCEP members;
- Working with Proposer to create direction, vision and training for PCCEP;
- After consulting with PCCEP members on their priorities, assisting in building PCCEP Work Plan;
- Leading, participating in and assisting in the strategic planning, analysis, and monitoring of the progress of PCCEP; and
- Communicating with and updating City, and Department of Justice officials
- Providing logistical and administrative support, including securing meeting spaces and creating printed materials.

3. PROJECT REVIEWS

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager. At minimum, regular weekly check-ins will occur between Consultant and Project Manager with input/feedback from PCCEP, as needed, to ensure that work progress and adjustments can be made in a fluid manner.

4. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, training materials, and meeting presentations. Unless otherwise specified by the City, the successful Proposer shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report

covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

Deliverables and schedule for this project shall include:

- a. Onboarding and training materials
- b. Retreat program and materials
- c. PCCEP Work Plan
- d. Facilitated PCCEP meetings and quarterly Town Halls
- e. Submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month with invoice (reference Part II, Section C.5 of the RFP).

All deliverables and resulting work products from this 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.

5. PLACE OF PERFORMANCE

Contract performance can take place at the successful Proposer's work space, but there is also office space available with the City's Project Manager in the PCCEP office. The work can be performed at City facilities, a third-party location, or any combination thereof. The ability to meet in person with staff, the PCCEP, as well as the community, will be integral to the success of the Facilitator.

6. 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 April 2019.

7. ACH PAYMENTS

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandoregon.gov/bfs/article/409834>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into vendor accounts with financial institutions. All payments shall be in United States currency.

8. PUBLIC SAFETY

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

9. BUSINESS COMPLIANCE

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

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

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

Non-Discrimination in Employee Benefits (EB)

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

Business Tax Registration

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

10. 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 Proposers policy.

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

Automobile Liability Insurance: If the Successful Proposer and any relevant staff will use a car as part of their work, the Successful Proposer shall have automobile liability insurance with coverage of not less than \$500,000 each accident, and an umbrella or excess liability coverage of \$1,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

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

2. PROJECT DATA

Settlement Agreement (as amended and adopted by Portland City Council)
City of Portland Plan for the Portland Committee on Community-Engaged Policing (as adopted by Portland City Council)
COCL-COAB website: www.cocl-coab.org

3. ATTACHMENTS

Exhibit A PTE Participation Disclosure Form 1
Exhibit B 188570 Portland Commission on Community-Engaged Policing Plan and Amendment to United States District Court Settlement Agreement
Exhibit B.1 188570 Portland Commission on Community-Engaged Policing Plan and Amendment to United States District Court Settlement Agreement

PART II PROPOSAL PREPARATION AND SUBMITTAL

SECTION A PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

A pre-submittal meeting and/or site visit is scheduled for this Request for Proposal on March 5, 2018 at 10:00 a.m. at 525 NE Oregon Street, Suite 250, Portland, OR 97232.

This is a **non-mandatory** meeting; therefore, proposal submission will not be contingent upon attendance at this meeting.

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Mandi Hood
PCCEP Office
525 NE Oregon Street, Suite 250
Portland, Oregon 97232

E-mail: mandi.hood@portlandoregon.gov
Phone: (503) 319-7736

SECTION B PROPOSAL SUBMISSION

1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

2. PROPOSAL

Proposals must be clear, succinct and **not exceed 20 pages**. Title page, table of contents, cover letter, and the PTE Participation Disclosure Form 1 do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

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

3. PROPOSAL SUBMISSION

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

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

a. Online proposal submission procedure

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

Instructions:

1. If you haven't already, register or complete the registration process in BuySpeed.
2. Log in to BuySpeed, go to the "Bids" tab.

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

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

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

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

REDACTION FOR PUBLIC RECORDS: Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their proposal and all attachments.** "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

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

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

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

4. COST OF RESPONDING

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

5. ORGANIZATION OF PROPOSAL

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

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

SECTION C EVALUATION CRITERIA

1. COVER LETTER

By Submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP), the stated insurance coverage and limitations, and the Standard Contract Provisions of the Professional, Technical, and Expert Services 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:

- RFP number and project title
- Full legal name of proposing business entity
- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address
- Statement 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 you or your firm has a current City of Portland Business Tax registration, has completed the City's Equal Employment Opportunity (EEO) and Equal Benefits (EB) certifications online, include in the Cover Letter your firm's City of Portland Business Tax number and a statement that your firm's EEO and Equal Benefits certifications are complete.

2. PROJECT TEAM

Please provide the following:

- Name(s) of key personnel who will be performing the work on this project, and:
 - Their roles and responsibilities on this project
 - Directly relevant experience on similar or related projects
 - Unique qualifications
 - Demonstrated performance record
 - 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 as outlined in this RFP.

- Proposals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Describe the project manager's experience with similar projects and working with interdisciplinary teams across government agencies and community groups. List other projects the proposed project manager is currently assigned to.
- 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

- Describe or provide a detailed description of your firm's approach to overall management and integration of all activities required by the scope of work, including the objectives and techniques, that demonstrate how the work requirements will be met and how the Proposer is prepared to respond promptly to problems and any changes to the work. If more than one person is working on this project, include a statement explaining lines of authority and responsibility.
- Describe similar projects performed within the last 5 years, which best characterize firm's capabilities, work quality and cost control, including similar projects with other government or community agencies. Describe key personnel's demonstrated performance record on similar or related projects.
- For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- Describe firm's resources available to perform the work for the duration of the project.
- Provide the address of the firm's home office and the address of the office that will manage the project, if different.
- Describe your firm's areas of expertise, length of time in business, and other information that would be helpful in characterizing the firm. Provide the same information for any sub-consultants to be utilized on the project.

4. PROJECT APPROACH AND UNDERSTANDING

Please answer the following questions:

- Given what you know about the history of the Settlement Agreement and the COAB, identify three important factors you think are critical to ensuring the success of PCCEP.
- The PCCEP will be comprised of a diverse group of community members with different levels of experience participating on a high-visibility community board. Additionally, PCCEP and members of the public will have different histories interacting with the police, and experiences with trauma, including generational and historical trauma. People with trauma histories or histories of behavioral health crisis are important people to have involved in this process but might be hesitant to participate or triggered when they do participate. How would you approach the PCCEP process so that everyone can participate fully?
- What is your understanding of a trauma-informed framework and how might you incorporate that framework as Facilitator?

For each phase of work:

- Describe the proposed work tasks and activities, and provide a narrative description of how the firm would approach the work.
- Identify the individual/team members who will work on each task.
- Describe the proposed results that will result from each task or activity.
- Based on your firm's expertise and experience with similar projects, demonstrate how your firm will effectively complete the proposed project.
- Identify the time frame estimated to complete each task.

5. CORPORATE RESPONSIBILITY

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

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

All Proposers shall address the following in their proposals:

a. State of Oregon Certification

- Please indicate in your Cover Letter whether your firm is currently certified in the State of Oregon as a DBE, MBE, WBE, or ESB.

b. Disadvantaged, Minority, Women and Emerging Small Business Subcontracting

- Please list the total project amount on the PTE Participation Disclosure Statement (Form 1). Include in the Form all scopes of work being performed, the specific dollar amount, the firm name, and the State D/M/W/ESB certification of the firm performing the work.
- Points will be awarded based upon the dollars contracted with State of Oregon certified D/M/W/ESB firms utilized as sub-consultants. The listed dollar amounts and specific firms must flow through to the final contract.
- Meeting the aspirational goal of 20% will be awarded 50% of the available points for this criteria. Additional points will be awarded based on a mathematical calculation for utilization exceeding the goal or deducted based on the same formula for utilization not meeting the goal.
- DMWESB Subcontracting Evaluation Formula:
The Utilization % ÷ 40% x 8 points = the Score
Example: if the Utilization % = 20%, then the Score would be: (20% ÷ 40% x 8 points) = 4 points
Note - Proposed Utilization % includes D/M/W/ESB utilization at only the Subconsultant level.

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

c. Workforce Diversity and Community Involvement

- Describe your firm’s workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- How do you approach internal on the job training, mentoring, technical training, and/or professional development opportunities for women and people of color?
- Describe your firm’s employee compensation structure, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe your firm’s commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

d. Sustainable Business Practices

- List the top three actions/ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.). Reference implementation dates, timelines, and any performance metrics that characterize your achievements.
- Does your firm hold any third-party certifications related to sustainable business operations (e.g. [Sustainability at Work](#), [B-Corp certification](#), etc.)? If so, reference the name of the certification, a link to the certification requirements and who administers the certification.

The City expects thoughtful consideration of all of the above Corporate Responsibility criteria in the preparation of proposals. The City will enforce all D/M/W/ESB commitments submitted by the successful Proposer. The successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent proposed and submitted in the original proposal. The successful Proposer will not be permitted at any time to substitute, delete, or add a subconsultant without the prior written approval of the Chief Procurement Officer. This form may be obtained from the Procurement Services website at: <https://www.portlandoregon.gov/brrfs/article/536319>.

6. PROPOSED COST

The proposal shall include the Proposer’s **true estimated cost or fixed-price estimate** for the proposed project approach irrespective of the City’s anticipated cost, and shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task.

PART III PROPOSAL EVALUATION

SECTION A PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA

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

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

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

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

| Level #1 Evaluation Criteria | | |
|---|------------------------|----------------------------------|
| Criteria | Maximum Level #1 Score | Point Distribution by Subsection |
| 1. Cover Letter | | REQUIRED |
| 2. Project Team | 20 | |
| 3. Proposer’s Capabilities | 20 | |
| 4. Project Approach and Understanding | 25 | |
| 5. Corporate Responsibility | 20 | |
| State of Oregon Certification | | 4 |
| DMWESB Subcontracting | | 8 |
| Workforce Diversity & Community Involvement | | 3 |
| Sustainable Business Practices | | 5 |
| 6. Proposed Cost | 15 | |
| 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 |
| 1. Project Team | 30 | |
| 2. Proposer's Capabilities | 35 | |
| 3. Project Approach and Understanding | 35 | |
| Total: | 100 | |

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

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

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

2. SCORING PROCESS

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

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

3. CLARIFYING PROPOSAL DURING EVALUATION

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

SECTION B CONTRACT AWARD

1. CONSULTANT SELECTION

Following the Evaluation Committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may

continue on, in the same manner, with remaining proposers until an agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

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

2. CONTRACT DEVELOPMENT

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

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

3. REVIEW AND PROTESTS

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

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

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

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

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

evaluation committee, the Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Negotiate and Award.

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

4. KICK-OFF MEETING

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

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

CITY PTE DISCLOSURE REQUIREMENTS

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

This Request for Proposal (RFP) requires the Proposer to submit a PTE Participation Disclosure Form 1. The Proposer must disclose the following information:

- 1) Contact information and Employer Identification Number (EIN) for all contract participants.
- 2) State of Oregon D/M/W/ESB designations (**verify current certification status at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>**).
- 3) The dollar amount or percentage of each Subconsultant's work.
- 4) The proposed scope or category of work that each Subconsultant will be performing.
- 5) ALL Subconsultants are to be listed on this Form, not certified firms only.
- 6) Total percentage of contract amount allocated to Oregon State certified D/M/W/ESB subconsultant firms.

Report all amounts in United States Dollars (USD). 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 to submit the form with their proposal.

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

CITY OF PORTLAND PTE PARTICIPATION DISCLOSURE FORM 1

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

Please print all information clearly.

Project Name: _____ RFP Number: _____

Proposer Name: _____ Proposer's EIN #: _____

Contact Name: _____ Phone: _____ Email: _____

Proposer's Total Cost: \$ _____

Self-Performing Amount: \$ _____

| | |
|--|---|
| Combined percentage of total subcontract amounts allocated to Oregon State certified D/M/W/ESB participation (<i>Subconsultants only</i>): | % |
|--|---|

| SUBCONSULTANT INFORMATION (please print) ¹ | D/M/W/ESB Cert. ² | Subconsultant Scope/Type of Work | Subcontract % / \$ ³ |
|---|------------------------------|----------------------------------|---------------------------------|
| Firm Legal Name: Email: Phone #: EIN #⁴: | | | |
| Firm Legal Name: Email: Phone #: EIN #: | | | |
| Firm Legal Name: Email: Phone #: EIN #: | | | |
| Firm Legal Name: Email: Phone #: EIN #: | | | |

NOTE:

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

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