

**FLEXIBLE SERVICES CONTRACT
FOR **CLICK HERE AND TYPE****

This Flexible Services Contract (this "Contract") is between the **PORTLAND DEVELOPMENT COMMISSION dba PROSPER PORTLAND** ("Prosper Portland") and **CLICK HERE AND TYPE** (the "Contractor"); together, the "Parties" to this Contract. The Prosper Portland Contract Manager for this Contract is **Daniel Spero**. This Contract is awarded following evaluation of Contractor's competitive proposal submitted in response to Prosper Portland's Request for Qualifications #**Click Here and Type** .

Effective Date and Duration

This Contract will become effective on **Click Here and Type** or the date of the last signature below, whichever is later (the "Effective Date"). This Contract will expire, unless otherwise terminated or extended according to its terms, on **Click Here and Type** (the "Expiration Date").

Scope of Services and Work Orders

- (a) The Scope of Services for this Contract is contained in "Exhibit A" this Contract.
- (b) This Contract is executed for work to be provided on an as-needed basis. As such, Prosper Portland makes no guarantee of any work and there is no guarantee that the maximum compensation of this Contract will be earned.
- (c) Authorization for all work performed under this Contract will be in the form of Work Orders issued by Prosper Portland to Contractor. The procedures for ordering work under this Contract are described in "Exhibit A"
- (d) Any conflict between this Contract and any Work Order will be resolved in favor of this Contract.

Maximum Compensation

The maximum compensation payable to Contractor through Work Orders issued for this Contract is **\$Click Here and Type** without a written amendment to this Contract signed by the Parties.

Contract Terms and Conditions

The terms and conditions listed on pages 2 - 5 are incorporated herein and made a part of this Contract.

=====

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Contractor's Legal Name: _____

Address (including City, State, Zip Code): _____

Phone Number: _____ Email Address: _____

Citizenship, Nonresident Alien: Yes No Business License Number: _____

Business Type: Individual Sole Proprietorship Corporation Partnership Non-profit Corp.
 Limited Liability Corporation Limited Liability Partnership Government Agency

I, the undersigned, agree to perform the services outlined in this Contract in accordance to the terms and conditions (listed on pages 2-5), the Scope of Services contained in EXHIBIT A, to the extent that Work Orders are issued pursuant to this Contract; and hereby certify under penalty of perjury that I/my business am/is not in violation of any Oregon tax law.

Approved by the Contractor: _____

Authorized Signature _____ Date _____

Print Name & Title: _____

=====

PORTLAND DEVELOPMENT COMMISSION dba PROSPER PORTLAND SIGNATURES

Approved by: _____

Kimberly Branam, Executive Director _____ Date _____

Approved as to form: _____

Delete this line if \$50K and under Legal Counsel _____ Date _____

**PROSPER PORTLAND
STANDARD CONTRACT TERMS AND CONDITIONS FOR
FLEXIBLE SERVICES CONTRACTS**

1. Access to Records.

The Contractor shall maintain, and Prosper Portland and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after the Expiration Date. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by Prosper Portland.

2. Audits

(a) Prosper Portland, either directly or through a designated representative, may conduct financial and performance audits of the billings and the Work specified in this Contract at any time in the course of the Contract and during the three (3) year period after the Expiration Date. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to Prosper Portland.

(c) If an audit shows performance of the Work is not efficient in accordance with *Government Auditing Standards*, Prosper Portland may pursue remedies provided under section 4, Early Termination of Contract and section 6, Remedies.

3. Conditions for the Survival of Work Orders

Prosper Portland may issue Work Orders against this Contract that have an expiration date after the Expiration Date of this Contract. Such Work Orders survive the Expiration Date of this Contract provided that (a) any such Work Order is fully-executed prior to the Expiration Date of this Contract; (b) any increase to the maximum compensation of any such Work Order is not more than 20% or \$5,000 (whichever amount is less) above the original amount of that Work Order; and, (c) all work under that Work Order must be completed within six (6) calendar months after the Expiration Date of this Contract. Prosper Portland must obtain approval from the Prosper Portland Professional Services Manager in order to (a) extend the Work Order for a period of time greater than six (6) months after the Expiration Date of this Contract; or (b) authorize an increase to the maximum compensation of that Work

Order in excess of the aforementioned limits. Any increase to the maximum compensation of a Work Order after the Expiration Date of this Contract must not exceed the maximum compensation of this Contract at the time it expired.

4. Early Termination of Contract

(a) Prosper Portland and the Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) Prosper Portland, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

(c) Either Prosper Portland or the Contractor may terminate this Contract in the event of a breach of this Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this Contract at any time thereafter by giving a written notice of termination.

5. Payment on Early Termination

(a) In the event of termination under subsection 4(a) or 4(b), Early Termination of Contract hereof, Prosper Portland shall pay the Contractor for work performed in accordance with this Contract prior to the Termination Date.

(b) In the event of termination under subsection 4(c), Early Termination of Contract hereof, by the Contractor due to a breach by Prosper Portland, then Prosper Portland shall pay the Contractor as provided in subsection (a) of this section 5.

(c) In the event of termination under subsection 4(c), Early Termination of Contract hereof, by Prosper Portland due to a breach by the Contractor, then Prosper Portland shall pay the Contractor as provided in subsection (a) of this section 6, subject to set off of excess costs, as provided for in subsection 6(a), Remedies.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of Prosper Portland.

6. Remedies

(a) In the event of termination under subsection 5(c), Early Termination of Contract, hereof, by Prosper Portland due to a breach by the Contractor, then

Prosper Portland may complete the Work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to Prosper Portland the amount of the reasonable excess.

(b) The remedies provided to Prosper Portland under section 5, Early Termination of Contract and this section 6 for a breach by the Contractor shall not be exclusive. Prosper Portland also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Contract by Prosper Portland, then the Contractor's remedy shall be limited to termination of this Contract and receipt of payment as provided in subsection 5(c), Early Termination of Contract and subsection 5(b), Payment on Early Termination hereof.

7. Subcontracts and Assignment

The Contractor shall not subcontract, assign or transfer any of the Work, without the prior written consent of Prosper Portland. Prosper Portland's approval of a Work Order or Work Order Amendment that identifies subcontractors and/or subcontractor personnel not otherwise listed in this Contract will suffice for purposes of the "written consent" required by this paragraph. Notwithstanding Prosper Portland approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and Prosper Portland shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

8. Independent Contractor

The Contractor certifies, represents and warrants that Contractor is an independent contractor of Prosper Portland under all applicable State and federal laws. Contractor is not an "officer," "employee," or "agent" of Prosper Portland as those terms are used in ORS 30.265.

9. Ownership of Work Products

(a) All work products of the Contractor which result from this Contract (the "Work Products") are the exclusive property of Prosper Portland. Work Products include but are not limited to all data, information in any form, documents, drawings, photographs, research, analysis and any other work subject to intellectual property laws and doctrines. Prosper Portland and the Contractor intend that such Work Products be deemed "work for hire" of which Prosper Portland shall be deemed the author. If for any reason any Work

Product(s) are not deemed "work for hire," Contractor hereby irrevocably assigns to Prosper Portland all of its right, title and interest in and to any and all of the Work Products whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. The Contractor agrees to execute such further documents and instruments as Prosper Portland may reasonably request in order to fully document such vested rights in Prosper Portland. The Contractor forever waives any and all rights related to the Work Products, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The Contractor may refer to the Work Products in its marketing materials for advertising purposes.

(b) Any of the Contractor's previously existing work that is incorporated into the Work Products or Instruments of Service (as hereinafter defined) will remain the property of the Contractor, provided that the Contractor hereby grants Prosper Portland, under all of Contractor's intellectual property rights, a nonexclusive, perpetual, royalty-free, fully paid-up right and license to use all such other work, to the extent related to the Work Products or Instruments of Service.

(c) Notwithstanding paragraph 9(b), if the Contractor is an architect, then drawings, specifications and other materials prepared by the Contractor or its consultants in connection with this Contract shall be collectively deemed "Instruments of Service" and the Contractor shall be deemed the author of such Instruments of Service; provided, however, that the Contractor hereby grants to Prosper Portland a nonexclusive right and license to use and reproduce such Instruments of Service for any purpose related to this Contract or for inclusion in any of Prosper Portland's promotional or informational materials. The license granted to Prosper Portland under this paragraph shall be at no cost to Prosper Portland and shall survive the Contractor's performance under this Contract or any termination of this Contract.

10. Indemnity - Claims for Other than Professional Liability

The Contractor shall indemnify defend, save, and hold harmless Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this Contract; provided however, that nothing herein shall be construed to require indemnification of Prosper Portland for liability attributable to Prosper Portland's sole negligence.

11. Indemnity - Claims for Professional Liability

The Contractor shall indemnify, defend, save, and hold harmless Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of the Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this Contract.

12. Insurance

The Contractor shall carry, at a minimum, insurance coverage in the amounts set forth in "Exhibit B" which is hereby made a part of this Contract.

13. Standard of Care

The Contractor shall perform all services at the same level of professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The Contractor will re-perform any services not meeting this standard or correct any inconsistencies, errors or omissions in the Work Products without additional compensation and without undue delay, or Prosper Portland, in its sole discretion, may terminate this Contract pursuant to subsection 4(c), Early Termination of Contract and pursue any and all remedies available. The passage of the Expiration Date does not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

14. Compliance with Applicable Laws

The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances – including all federal and state civil rights and rehabilitation rules and statutes – applicable to the Work. The Contractor shall comply with the clauses required in every public contract in the state of Oregon, including ORS 279B.220, 279B.230 and 279B.235 which are hereby incorporated by reference. The Contractor further agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age or disability.

15. Counterparts

This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the Parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

16. Recycled Products

To the maximum extent economically feasible, the Contractor shall use good faith efforts to use recycled

products in connection with its performance of work under this Contract.

17. 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.

18. Governing Law and Venue

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, a "Claim") between Prosper Portland and the Contractor that arises from or relates to this Contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. THE CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. Amendments

Prosper Portland and the Contractor may amend this Contract at any time only by written amendment executed by Prosper Portland and the Contractor.

20. No Third Party Beneficiaries

No person not a party to this Contract is an intended beneficiary of this Contract, and no person not a party to this Contract shall have any right to enforce any term of this Contract.

21. Business License and Equal Employment Opportunity Certification

The Contractor shall obtain a City of Portland business license and certify as an Equal Employment Opportunity employer as required by Portland City Code 7.02.300 and 3.100, respectively, prior to beginning the Work.

22. Subcontracting with Certified Minority-owned, Women-owned and Emerging Small Businesses

Through its Business and Workforce Equity Policy, Prosper Portland seeks to extend subcontracting opportunities to State of Oregon certified Minority-Owned, Women-Owned and Emerging Small Businesses (collectively, "M/W/ESBs") in order to promote their economic success and growth. The Contractor is encouraged to make reasonable efforts to utilize M/W/ESB firms for any subcontracting opportunities under this Contract and maintain a diverse workforce.

23. Payment to Vendors and Subcontractors

(a) The Contractor shall pay each subcontractor, supplier, and lessor providing it satisfactory services, materials or equipment for carrying out its obligations under this Contract within ten (10) business days from the receipt of each payment the Contractor receives from Prosper Portland

(b) The Contractor shall not take or fail to take any action in a manner that causes Prosper Portland or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without Prosper Portland's prior written consent.

(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, Prosper Portland may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. However, the payment of such a claim by Prosper Portland shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

24. Confidentiality

The Contractor acknowledges that it or its employees, agents or subcontractors may, in the course of performing its duties under this Contract, be exposed to or acquire information that is the confidential information of Prosper Portland. Any and all information provided by Prosper Portland and marked "confidential," or identified as confidential in a separate writing, that becomes available to the Contractor or its employees, agents or subcontractors in the performance of work under this Contract shall be deemed to be confidential information of Prosper Portland ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes (other than by disclosure by the Contractor) publicly known; (b) is rightfully in the Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (c) is obtained from a source other than Prosper Portland without the obligation of confidentiality; or (d) is disclosed with the written consent of Prosper Portland. The Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to Prosper Portland under this Contract. The Contractor agrees to advise each of its

employees, agents or subcontractors of their obligations to keep the Confidential Information confidential.

25. 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 this Contract did not contain the particular term or provision held to be invalid.

26. Waiver

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

27. Notices

The Contractor's address for notices related to the administration of this Contract is the physical and email address listed on page 1 of this Contract. Prosper Portland's address for notices is the physical address of 222 NW 5th Avenue, Portland, Oregon 97209 sent to the attention of the Prosper Portland Contract Manager identified on page 1 of this Contract and the email address of procurement@prosperportland.us or the email address designated the Prosper Portland Professional Services Manager. Any notice given by one party to the other party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, (b) one day after being sent by email, or (c) when received, if personally delivered to the party at their physical address.

28. Merger Clause

This Contract, attached Exhibits, Work Orders issued pursuant to this Contract and all documents attached thereto constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. The Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

EXHIBIT A to the FLEXIBLE SERVICES CONTRACT for
CLICK HERE AND TYPE

1.0 SCOPE OF SERVICES

Under this Flexible Service Contract (this “Contract”), **CLICK HERE AND TYPE** (the “Contractor”) agrees to provide the **PORTLAND DEVELOPMENT COMMISSION d/b/a PROSPER PORTLAND** (“Prosper Portland”) with the following services on an as-needed basis:

Scope of Services goes here.

2.0 WORK ORDERS

- 2.1 **Authorization of Work.** Work Orders will be issued by Prosper Portland to the Contractor to authorize the performance all work under this Contract. The specific statement of work, performance schedule, deliverables, and compensation for a given assignment will be included in each Work Order. PROSPER PORTLAND IS NOT RESPONSIBLE FOR PAYMENT OF ANY WORK THAT IS NOT PROPERLY AUTHORIZED.
- 2.2 **Proposals and Cost Estimates.** Prior to issuance of any Work Order, the Contractor will be asked to provide a proposal and/or detailed cost estimate for the requested services which must include all labor hours, Contractor and subcontractor personnel, and anticipated reimbursable expenses. All such proposals and cost estimates are subject to reasonable negotiations prior to approval of a Work Order.
- 2.3 **Work Order Amendments.** Except for changes to the expiration date of a Work Order, any change(s) to the scope, budget, or other matters of an approved Work Order will be implemented by a written amendment to that Work Order prepared by Prosper Portland and signed by the Parties. The expiration date of any Work Order may be changed through email approval between the Contractor and the Prosper Portland employee identified as the Work Order Manager on the cover page of a Work Order (the “Prosper Portland Work Order Manager”).
- 2.4 **Contractor Notification Responsibilities.** The Contractor shall notify the Prosper Portland Work Order Manager if either (a) the agreed-upon budget or (b) the expiration date of a Work Order should be amended prior to exceeding the agreed-upon budget or the expiration date of a Work Order.
- 2.5 **Work Order Termination.** Unless otherwise specified in a particular Work Order, Prosper Portland may terminate any Work Order issued from this Contract for any reason by providing fifteen (15) calendar days written notice to the Contractor (see also paragraph 27 in the terms and conditions of this Contract). Such an action will not affect the balance of any other Work Order(s) that may have been executed under this Contract.
- 2.6 **Performance Evaluation.** At the completion of each Work Order, the Contractor may be evaluated by the Prosper Portland Work Order Manager with regards to quality of work products and services provided; budget, scope and schedule control; contract administration (e.g. accuracy of billings and conformance to the “Billing and Payment

Procedures” contained in this Contract); and other matters relevant to the work performed under that Work Order. Any such evaluation will be included in the Contractor’s contract file.

3.0 COST OF SERVICES (For hourly or time & Materials contracts)

3.1 **Method of Payment and Maximum Compensation.** In consideration of the satisfactory performance of services the Contractor agrees to provide under this Contract, Prosper Portland agrees to compensate the Contractor a sum not to exceed the amount listed on page 1 of this Contract. Unless stated otherwise, that sum is payable on the basis of the Contractor’s time and materials in accordance with the “Hourly Fee Schedule” and reimbursable expenses below or those contained in any approved Prosper Portland Work Order. The Parties acknowledge that Work Order hour allocations by personnel are estimates only. Actual and therefore invoiced work hours by personnel may vary from those estimates; however, Consultant’s billings will not exceed the Work Order budget nor include billings for personnel not listed on the Work Order without Prosper Portland’s prior consent (per Section 3.3 below).

3.2 **Hourly Fee Schedule.** The following Contractor positions and hourly rates shall be used for all personnel expenses billed under this Contract:

CONTRACTOR HOURLY FEE SCHEDULE		
Position Title	Personnel Name	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$

SUBCONTRACTOR HOURLY FEE SCHEDULE			
Name of Subcontractor	Position Title	Personnel Name	Hourly Rate
			\$
			\$
			\$
			\$
			\$
			\$

- 3.3 **Addition, Replacement and Removal of Personnel.** Except as noted herein, the Contractor and subcontractor positions listed in the “Hourly Fee Schedule” above (the “Contracted Personnel”) are the only Contracted Personnel assigned to perform work under this Contract. Any replacement, substitution, or addition of the Contracted Personnel shall be subject to the written approval of Prosper Portland. Prosper Portland’s approval of a Work Order that identifies additional Contractor and/or subcontractor positions not otherwise identified in this Contract will suffice for purposes of the “written approval” required by this paragraph. The Contractor shall remove any individual performing services under this Contract if so directed by Prosper Portland in writing following discussion with the Contractor, provided that the Contractor is given a reasonable period of time to find a suitable replacement.
- 3.4 **Billing increment.** Contracted Personnel expenses shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., fifty (50) minutes of work shall be billed as 1 (one) billable hour; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.).
- 3.5 **Adjustment to Hourly Rates.** All Contract pricing is protected for the first twelve (12) months following the Contract Effective Date. Thereafter, the Contractor may request an adjustment to the hourly rates contained in this Contract by sending a written request (such as through email) to the Prosper Portland Contract Manager. If a rate increase request is approved, the new Contract pricing will be protected for the twelve (12) month period following the date the new rates are in effect. Rate increase requests are further subject to the following limitations:
- All requests must include verifiable documentation that clearly demonstrates increased costs to the Contractor
 - Any request to increase the hourly rate(s) shall only be proposed in proportion to increases in the Contractor’s costs for the Contracted Personnel and be in a format similar that found in the Hourly Fee Schedule above
 - If the rate increase request is approved, the Parties will agree to the approved increase by a written amendment to this Contract, prepared by Prosper Portland
 - The hourly rate increase will be effective only upon execution of the Contract amendment and will not apply retroactively

Approval of any such rate increase request is solely within Prosper Portland’s discretion and Prosper Portland is under no obligation to approve such a request. If Prosper Portland rejects the hourly rate increase request, Prosper Portland will provide a written explanation to the Contractor detailing the reason(s) the hourly rate increase was not approved.

- 3.6 **Reimbursable Expenses.** In addition to expenses related to the Contracted Personnel, Prosper Portland will reimburse the Contractor for other direct costs expended by the Contractor to complete the work required by this Contract (“Reimbursable Expenses”). Reimbursable Expenses shall be billed at **direct cost (i.e. without mark-up) OR at cost plus a mark-up rate of [number] percent (x%)** and may include document reproduction, printing, mailing, courier services and other associated administrative expenses.

Conditions for the reimbursement of travel expenses are listed below. Subcontractor expenses are not considered a reimbursable expense and must be billed in a similar format to that listed in Section 4.2 below. Any single Reimbursable Expense in excess of \$250 requires the advance written approval of the Prosper Portland Work Order Manager. The Contractor shall provide Prosper Portland with actual copies of third-party receipts or invoices for all such Reimbursable Expenses and Prosper Portland may request additional documentation to support requested expense reimbursement.

REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit

3.7 **Travel Expenses.** Prosper Portland will not reimburse any expenses related to Contractor’s travel unless Prosper Portland explicitly directs Contractor to travel to a project site. If so directed, reimbursement of Contractor’s travel expenses are limited solely to the reimbursement of local automobile transportation, which will be reimbursed at the current U.S. General Services Administration mileage rate for privately-owned vehicles (<http://www.gsa.gov/mileage>), or expenses related to local public transportation (which will be reimbursed at actual cost). In no case will Prosper Portland reimburse travel expenses related to attendance at a meeting at Prosper Portland offices (ex. mileage, parking, etc.).

4.0 BILLING AND PAYMENT PROCEDURES

4.1 **Invoicing.** The Contractor must submit to Prosper Portland itemized invoices to Prosper Portland to receive payments under this Contract. The Contractor must prepare invoices in such a way as to make it easy for Prosper Portland to determine the work preformed for the amount requested.

- 4.2 **Invoice Requirements.** All invoices must contain, at a minimum:
- Invoice date
 - Contract and work order numbers
 - Date or range of dates worked
 - Number of hours, or portions of hours, worked by name and title or by title alone, with a brief description of activities (billings must match the names and titles of Contracted Personnel covered under this Contract)
 - Hourly rate applied (not exceeding the rates listed in the “Hourly Fee Schedule” in this Contract or in an approved Work Order)

- Any approved reimbursable expenses
- 4.3 **Invoicing Interval.** Invoices may be submitted monthly, or at such other interval as approved by the Prosper Portland Work Order Manager.
- 4.4 **Subcontractor Billings.** The Contractor shall submit invoices for work to include subcontractor hours and applicable rates for the work performed; that is, subcontractor personnel expenses shall not be billed as a line-item reimbursable expense.
- 4.5 **Invoice Review and Correction.** Prosper Portland will review the invoices to ensure the rates billed do not exceed the Hourly Rates contained in this Contract or an approved Work Order. Contractor shall adjust and resubmit any invoice that contains (a) personnel positions not matching the Contracted Personnel positions contained in this Contract or an approved Work Order; or (b) hourly rates exceeding those contained in the Hourly Fee Schedule.
- 4.6 **Credits or Refunds for Overpaid Amounts.** If payment is made to Contractor at rates higher than those listed in the Hourly Fee Schedule contained in this Contract or an approved Work Order, at Prosper Portland's sole discretion, the Contractor shall either (a) promptly return the difference between the amount paid and the amount that should have been paid to the Contractor; or (b) credit Prosper Portland for that amount which shall be deducted from future invoices. This provision survives the termination of this Contract for a period of thirty-six (36) months following the Expiration Date of this Contract.
- 4.7 **Payment Terms.** Prosper Portland shall process payment in its normal course and manner for accounts payable, **NET 30 DAYS** from the date Prosper Portland receives all properly-prepared invoices. Discounts offered by the Contractor for earlier payment are encouraged.
- 4.8 **Late Invoicing.** Contractor acknowledges and understands that submitting late invoices may adversely impact Prosper Portland's project budget. As such, the final invoice for any Work Order issued under this Contract must be received by Prosper Portland within ninety (90) days of the expiration date of that Work Order. PROSPER PORTLAND RESERVES THE RIGHT TO DENY PAYMENT OF ANY INVOICE NOT SUBMITTED WITHIN THE TIMELINES DESCRIBED IN THIS PARAGRAPH.
- 4.9 **Backup Withholding.** Prosper Portland requires the Contractor's completed W-9 before the Effective Date of this Contract. Payment information will be reported to the U.S. Internal Revenue Service ("IRS") under the name on page one of this Contract with the taxpayer identification number included on the Contractor's W-9. Information not matching IRS records may be subject to a twenty percent (20%) backup withholding.

5.0 WORK PRODUCTS REQUIREMENTS

- 5.1 **Electronic Requirements.** Any Work Products provided to Prosper Portland under a Work Order approved under this Contract must be in electronic format on CD, DVD, and/or send through email (at the Prosper Portland's Project Manager's request), meeting the following requirements:

- When requested by Prosper Portland, Contractor shall provide materials in the native file format of the program in which the materials were created (e.g., Microsoft Word, PowerPoint, or Excel; Adobe InDesign, Illustrator, Fireworks, or Photoshop)
- Print projects require high-resolution electronic files of all “placed art and images” used in the layout (300-dpi minimum resolution in TIF, PSD, EPS, or JPEG format, as appropriate)
- Web projects require web-optimized graphics (all in their native file format), editable Photoshop and Flash files used to produce graphics and animations, and HTML and CSS files created in the development of the website
- If any materials are protected by password, Contractor shall supply the applicable password to Prosper Portland

5.2 **Hard Copy Requirements.** When requested by Prosper Portland, Contractor shall also provide three (3) hard copies of any Work Product, preferably using double-sided printing on paper containing 100% post-consumer waste recycled content. If any materials are used to bind the Work Products, such as three-ring binders, those materials should also be easily recyclable, made from recycled material, or both.

EXHIBIT B to the FLEXIBLE SERVICES CONTRACT

INSURANCE REQUIREMENTS

At all times during the term of this Contract, Contractor shall maintain, on a primary basis and at its sole expense, the following insurance types, limits, and endorsement(s) noted below. Contractor shall obtain this insurance from insurance companies or entities that are authorized to provide insurance in Oregon.

1. **Workers' Compensation insurance** in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all their subject workers, unless exempt under ORS 656.027.

Required by Law or Contractor is exempt. Certified by Contractor: _____
Authorized Signature

-
2. **Commercial General Liability (CGL) insurance** on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the CGL policy: **"The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees."** Acceptable endorsement types include the "CG2026 07 04" (Designated Person or Organization), "CG2010 10 01" (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.

Required by Prosper Portland or Waived by Prosper Portland

3. **Automobile Liability insurance** with a combined single limit of not less than **\$1,000,000**, each accident, covering all owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor agrees to maintain coverage for hired and non-owned automobiles.

Required by Prosper Portland or Waived by Prosper Portland

4. **Professional Liability insurance** with a combined single limit of not less than **\$1,000,000** against liability arising from the Contractor's professionally negligent acts, malpractice, errors, or omissions related to this Contract.

Required by Prosper Portland or Waived by Prosper Portland

5. **Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Contractor shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty-four (24) months following Contractor's completion and Prosper Portland's acceptance of the Work required under this Contract. Upon Prosper Portland's request, Contractor shall provide certification of the tail coverage required by this Contract.

6. **Policy Changes and Cancellation.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without written notice from the Contractor or its insurer(s) to Prosper Portland.

7. **Certificates of Insurance.** Prior to Contract execution, Contractor must transmit certificates evidencing the type and amounts of insurance required by this Contract to Prosper Portland's designated point of contact. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.