

REQUEST FOR PROPOSALS #17-24 TRADED SECTOR INCLUSIVE GROWTH

Proposals Due: May 1, 2018 by 2:00 PM (Pacific)

Direct all questions and submit one (1) signed Adobe Acrobat Version (.PDF) of your proposal by Email to the "Solicitation Coordinator" named here::

Kelly Hartle
Procurement Services Coordinator
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-3298
http://www.prosperportland.us (www)

Prosper Portland encourages the participation of certified minority-owned, women-owned, disadvantaged businesses and emerging small businesses in this contract opportunity.

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA

Request for Proposals Title: Traded Sector Inclusive Growth

Solicitation Number: RFP #17-24

Solicitation Coordinator: Kelly Hartle, Procurement Services Coordinator

Contact Information: (503) 823-3298 (direct)

hartlek@prosperportland.us

1.2 SUMMARY

Through this Request for Proposals (this "RFP"), Prosper Portland ("Prosper Portland" or "we"), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced economic development consultants to craft a scope of work for reviewing and making recommendations on the agency's established cluster strategy that better integrates social and racial equity considerations into the agency's existing economic development tools, practices, and approach. The work will be completed in two (2) phases. The deliverable for Phase 1 is to develop the scope of work, and the deliverable for Phase 2 is a tactical-level plan with measurable, outcome-driven metrics. This plan will guide Prosper Portland's Business & Industry team in building an equitable economy in the city. The goal of this work is to increase the impact of the Business & Industry team aligned to the equitable outcomes defined in Prosper Portland's strategic plan.

1.3 SCHEDULE OF SOLICITATION and CONTRACT AWARD EVENTS

Prosper Portland reserves the right to change this schedule for any reason.

Solicitation or Contract Award Event	Date	
Request for Proposals Issued	April 3, 2018	
Pre-Proposal Phone Conference Meeting	By Phone April 13, 2018, 11:40 AM (Pacific Time)	
Deadline for Questions and Requests for Changes	April 17, 2018	
PROPOSAL DUE DATE AND TIME (no later than)	May 1, 2018, by 2:00 PM (Pacific Time)	
Finalist Interviews (optional, tentative)	Week of May 14, 2018	
Notice of Intent to Award, Issued (tentative)	May 21, 2018	
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award is issued	
Contract Effective Date (anticipated)	June 1, 2018	

2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

2.1 ABOUT PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland is the economic and urban development agency for the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that supports small businesses, improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones: growing family-wage jobs, advancing opportunities for prosperity, collaborating with partners for an equitable city, and creating vibrant neighborhoods and communities.

View our website at http://www.prosperportland.us

2.2 ABOUT THE PROJECT

As the city's economic development agency, Prosper Portland pursues equitable and inclusive growth by supporting the competitive industries that provide high-quality job opportunities, and striving to fill those jobs with people from historically marginalized communities, particularly those of color.

Prosper Portland's 2015-2020 Strategic Plan identifies four objectives for the work of the agency:

- 1. Create Healthy, Complete Neighborhoods Throughout Portland
- 2. Access to High-Quality Employment for Portland Residents
- 3. Foster Wealth Creation within Communities of Color and Low-Income Neighborhoods
- 4. Form 21st Century Civic Networks, Institutions and Partnerships

The Business & Industry (B&I) Team's work primarily addresses Goals 2 and 4 through focusing resources on Portland's key traded sector clusters (detailed below) to stimulate economic growth and job creation. Team practices include:

- Proactive Business Retention & Expansion work to identify industry trends and challenges
- Technical and financial assistance to individual firms, particularly small business and MWESB. This includes training, events, promotion, grants, loans, and tax incentives
- Regulatory liaising with local, state and federal agencies
- Trade assistance to companies through trade shows and missions, domestically and abroad. Prosper Portland defines "International Trade" as any activity promoting Portland-based products or services abroad, or any activity seeking to attract foreignbased investment into the City of Portland.
- Strategic recruitment in collaboration with regional and state partners

- Serve as city's primary subject matter experts on cluster-relevant issues
- Encourage equity, diversity and inclusion efforts among Portland-based traded sector employers through diversity pledges and related programming
- Leveraging incentive programs to create equitable change in Portland through Public Benefit Agreements and other shared value tools

Prosper Portland is seeking a Consultant or Consulting Team ("Consultant(s)") to assist in crafting and executing a scope of work to define the activities required to provide recommendations on how to embed social and racial equity considerations into all traded sector economic development work performed by the B&I team, including actions for improving cluster processes and integrating international development into the cluster approach. The objective of this work is to help Prosper Portland align economic development activities to the goals outlined in the 2015-2020 Strategic Plan and the agency's Equity Plan.

Social equity is defined in the agency's Equity Policy as "... when everyone has access to opportunities necessary to satisfy essential needs, advance their well-being, and achieve their full potential." A "Racial Equity Lens" shall be used to determine how Prosper Portland can address disparities, advance strategic equity objectives, and decrease unintended consequences. Applying a social and racial equity lens requires evaluating existing practices that impact the community to (1) answer "who benefits?," (2) ensure that existing disparities are explicitly addressed, (3) identify risks, (4) mitigate negative consequences, and (5) identify outcomes, accomplishments, and progress to date.

We acknowledge that economic development consulting firms do not typically have expertise in applying a social and racial equity lens. To help fill this gap, Prosper Portland has engaged Kapwa Consulting ("Kapwa"), who specializes in building equitable institutions. Kapwa will provide guidance and expertise to Prosper Portland and the Consultant(s) throughout the term of the engagement. Kapwa's role is advisory, and the Consultant(s) will be responsible for all deliverables.

Some examples of how Kapwa will contribute to the Project include technical assistance in application of a social and racial equity lens, strategic equity framing for research questions, and alignment with equity planning process. Other forms of assistance may be added as need arises. Please see Kapwa's Biography incorporated herewith in Exhibit C.

As part of this RFP, we also seek your expressions of interest and willingness to implement the work plan (i.e. the Phase 2 work) in the event the Project Team is satisfied with the scoping process, the work plan, and the performance of the Consultant(s) during Phase 1 of the Project. These expressions of interest and willingness to implement the work plan must be submitted along with the other submittal materials for this RFP.

This two-phase approach is being employed in this RFP to encourage and inspire innovation, creativity and collaboration on the part of the Consultant(s), Project Stakeholders, Kapwa, and the Project Team. All parties will need to think past traditional approaches and magnify the social and racial equity lens to realize the potential of the Project.

The deliverable for Phase I is a detailed scope of work and plan of engagement for Phase 2.

The deliverable for Phase 2 is a Traded Sector Inclusive Growth Tactical Plan, a tactical-level plan with measurable, outcome-driven metrics guiding the B&I team's work in building an equitable economy in Portland. This plan will include or be based on the following:

- 1. Examination of current best practices in cluster development
- 2. Assessment of the B&I Team's current activities against best practices and in achieving equitable outcomes
- 3. Strategic guidance on Foreign Direct Investment and Export Assistance routed through the key clusters, including identification of target markets, industries, and companies
- 4. Metrics for measuring equitable outcomes

The goal of this work is to increase the impact of the B&I team aligned to the equitable outcomes defined in Prosper Portland's strategic plan. Strategy development will be based on conversations with the B&I team and Kapwa facilitated by the Consultant(s), assessment of existing processes, and articulation of best practices. The Traded Sector Inclusive Growth Tactical Plan will include a process for implementation, prioritization of programs, and measurement of outcomes. The deliverable will be focused on action-oriented planning that will support measureable progress toward the goals outlined in Prosper Portland's Strategic Plan.

Prosper Portland fully intends to directly negotiate a contract with the Consultant(s) for Phase 2; however, neither this RFP nor the expressions of interest obligate Prosper Portland to negotiate a contract with any firm. In the event Prosper Portland does not wish to negotiate a contract with the Consultant(s) for Phase 2 work, Prosper Portland may use the Phase 1 work product(s) — in whole or in part — and issue a separate solicitation for the Phase 2 work or employ alternative contracting methods available to Prosper Portland under applicable administrative rules.

Proposers not willing or unable to perform the Phase 2 work will be considered non-responsive to this RFP and will not be eligible for contract award.

3.0 STATEMENT OF WORK

This section describes, at a minimum, Prosper Portland's expectations of the successful Proposer (the "Consultant(s)") under the contract awarded from this RFP (the "Contract").

3.1 STATEMENT OF WORK

Consultant(s) will provide Prosper Portland staff with research, development and strategic assistance to develop a Traded Sector Inclusive Growth Tactical Plan. The plan will provide action-level recommendations on how to embed social and racial equity considerations into all economic development work performed by Prosper Portland's B&I Team. Importantly, Prosper Portland intends for the final deliverable of Phase 2 to focus on tactical and operational recommendations that tie into existing, macro-level goals identified in Prosper Portland's <u>2015-2020 Strategic Plan</u>.

Task	Description	Schedule
Α	Project Management	Beginning on
	 Consultant(s) will develop work plans and schedules for all tasks included in this scope of work, and administer all necessary contracts to engage the services of subconsultants as necessary. 	June 1, 2018 and ongoing
	 Project coordination meetings between Prosper Portland, Kapwa, and Consultant(s) to provide updates for ongoing work, and to guide upcoming tasks. 	
	 Invoices and progress reports delivered to Prosper Portland each month, to document work completed, work underway, and work anticipated beginning in the following month. 	
	Deliverables:	
	 Ongoing project management 	
	 Invoices and progress reports 	
	 Project coordination meetings 	
В	Research	Beginning on
	 Consultant(s) will review and research the following information to orient themselves with the Project objectives, study area, opportunities, challenges, and other considerations: Review the PDC Equity Policy Review 2015-2020 PDC Strategic Plan Review the Greater Portland Global: Global Trade and 	June 1, 2018 and ongoing
	 Investment Plan Meeting with Prosper Portland and Kapwa Consulting (assume two hours) Follow-up meetings with Kapwa Other cities doing equity work in Economic Development 	
	Deliverables:	
	 Completed meetings with Prosper Portland and Kapwa 	
	 Recommendations, including rationale, regarding key required products/deliverables 	
С	Recommended Scope of Work & Schedule (Phase 1)	June 29,
	Consultant(s) will prepare a draft scope of work and project schedule reflecting recommendations on creating a Traded Sector Inclusive Growth Tactical Plan 2018	

Task	Description	Schedule
	 Consultant(s) will review draft scope of work and schedule with Prosper Portland and incorporate feedback from Prosper Portland as necessary. 	
	Deliverables:	
	Draft scope of work and schedule	
	Final scope of work and schedule	
D	Implementation of the Scope of Work (Phase 2)	TBD
	To be determined in Task C	
	Deliverables	
	To be further defined in Task C	
	 Traded Sector Inclusive Growth Tactical Plan: an operational plan with implementation actions for equitable economic development with a detailed international trade strategy and examination of existing cluster practices, including metrics for measuring success 	

At a high-level, the Consultant's scope of work to be developed under Phase 1 of the Contract should consider:

- ❖ Facilitating the development of a Traded Sector Inclusive Growth Tactical Plan aligned with Prosper Portland's target traded sector clusters with action-oriented recommendations for how to perform cluster support, economic development incentives and international trade work with an equity lens, working closely with Kapwa
- Meetings and Presentations

Phase 1 is intended to inform the overall approach, phasing, and schedule of Phase 2 activities. Phase 1 will begin early June 2018.

3.2 PERFORMANCE SCHEDULE

Consultant(s) shall complete the Work according to the performance schedule indicated above in Section 3.1. This schedule may be modified by the written agreement between the Business & Industry Manager of Prosper Portland and the Consultant. An email exchange establishing alternative due dates for the Work will suffice for the purpose of the "written agreement" required by this paragraph.

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality, completeness, and competitiveness of your proposal with the following Evaluation Criteria and the needs of Prosper Portland. To facilitate evaluation, include a "Table of Contents" and organize your proposal in the order of the sections below.

Page Limit. Excluding the title page, cover letter, table of contents, personnel profiles, and pricing information, proposals submitted in response to this RFP must not exceed **TEN (10)** pages. Each side of a piece of paper is considered one page. If a proposal exceeds this page limit, Prosper Portland may decline to review information beyond the page limit.

4.1 COVER LETTER

Provide a summary of your proposal in a one or two-page cover letter. This cover letter should include the following:

- A brief history of your firm and the services your firm proposes to provide Prosper Portland
- A list of any subcontractors or subconsultants that will be working on the project, including a brief description of their role
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP

4.2 QUALIFICATIONS AND EXPERIENCE

Provide a description of your (or your team's) experience in providing services similar to those described in this RFP. For this section also include:

- Number of years your firm has been in business, general scope of services provided, current principal area(s) of expertise, and current number of employees
- A short but complete profile of each key individual proposed to perform specified tasks under the Contract (the "Key Personnel"), including their work history, education, key project experience, and pertinent professional qualifications and certifications
- A brief description of three or four (3-4) similar projects performed in the past five (5) years that best characterize your ability to complete this project. If possible, this will include at least one example of evaluating an existing cluster strategy for another agency, with a narrative of how your firm approached the strategy development in collaboration with the team.
- A list of similar services your firm has provided other public agencies
- List three (3) current or past professional references, using projects of similar scope and scale as described in this RFP, for Prosper Portland to contact regarding your firm's ability to perform the work described in this RFP. Include your reference's company name, a contact person with phone number and email address and a description of the services provided for each reference. References may or may not be contacted. No more than one (1) reference may be a past or present Prosper Portland employee.

4.3 PROJECT APPROACH AND METHODS (Mandatory)

Provide a clear and concise description of the approach and methods your firm proposes to complete all requirements listed Section 3 of this RFP. For all phases of work, include the following:

- Proposed tasks and activities
- Approach and methods that will be used to accomplish those tasks and activities
- Specific personnel assigned to perform the tasks and activities (including the personnel of subcontractors or subconsultants, if applicable)
- Time frame estimated to complete each task
- Description of the proposed Work Product(s) that will result from each task or activity

Prosper Portland encourages creativity and innovation for all aspects of the proposed project approach and methodology.

4.4 CORPORATE RESPONSIBILITY

Prosper Portland values and supports diversity and is committed to advancing equity in public contracting by increasing opportunities for Oregon-certified Disadvantaged Business, Minority Businesses, and Women-Owned Business enterprises (collectively, "Certified Firms"). Proposing firms are encouraged to use Oregon's Certification Office for Business Inclusion and Diversity ("COBID") website for identifying potential Certified Firm subcontractors where applicable:

https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp

All Proposers should address the following in their proposals:

- **Certification Status.** Please indicate in your Cover Letter whether your firm is currently a Certified Firm or if you've recently applied to become a Certified Firm.
- **Subcontracting with Certified Firms.** Please list all scopes of work proposed to be performed by subcontractors, the specific dollar amount, the firm name, and certification status (if any) proposed to perform that work.

Workforce Diversity and Community Involvement

- O Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- o Give the percentage of management to staff, including percentage of women and people of color in those areas of your organization.
- Do you have an internal program or approach to job training, mentoring, technical training and/or professional development opportunities for women and people of color in your organization?

• Sustainable Business Practices

List the top three actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, used of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices). Does your firm hold any third-party certifications related to sustainable business operations (e.g., Sustainability at Work, B-Corp certification)? If so, reference the name of the certification.

Prosper Portland expects thoughtful consideration of all the above Corporate Responsibility criteria in the preparation of proposals.

4.5 COST PROPOSAL (Mandatory) -

Propose the estimated cost to effectively complete the work and requirements described in Section 3 of this RFP. The total estimated cost must include:

- **Hourly rates** of all personnel proposed to perform work under the Contract, by name and title or by title alone (all Key Personnel must be identified by name)
- Estimated number of hours each personnel will be expected to complete each task, by major task heading
- Any direct or indirect reimbursable expenses, including travel expenses (see below) and those of subcontractors. State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage. The maximum mark-up rate that can be applied to reimbursable expenses (including subcontractor costs) must not exceed 10%.

For purposes of the RFP and proposers' reasonable expectation for a sense of scale, Prosper Portland expects the total budget will be up to \$50,000 of which up to \$5,000 is set aside for Phase 1 with the balance dedicated to Phase 2. Actual budget figures will be determined during the course of the Phase 1 work.

General Pricing Instructions

- To facilitate evaluation, the Price Proposal should be itemized by the major task headings in the "Statement of Work" section of this RFP
- A RANGE OF HOURLY RATES IS NOT ACCEPTABLE
- Hourly rates must include all wages, indirect costs, general and administrative expenses, and profit
- All unspecified costs shall be borne by the Contractor
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

(Continued on next page.)

4.6 PROPOSER CERTIFICATION

Complete and return EXHIBIT A of this RFP, the "Proposer Certification," with your proposal.

SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP			
EVALUATION CRITERIA (SCORED)	MAXIMUM POINTS		
Qualifications and Experience	20 Points		
Project Approach and Methods	10 Points		
Promotion of Certified Firms	5 Points		
Cost Proposal	15 Points		
Total Available Points	50 Points		
NON-SCORED SUBMITTAL REQUIREMENTS			
Cover Letter	Not Scored		
Proposer Certification	Not Scored		

5.0 CONTRACT REQUIREMENTS

5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the "Consultant(s)") will be invited to enter into a Personal Services Contract with Prosper Portland (the "Contract"). The Contract will become effective upon execution by both parties; commencement of work will be ordered upon Prosper Portland's issuance of a Notice to Proceed to the Consultant.

5.2 CONTRACT TERMS AND CONDITIONS

The terms and conditions that will govern the Contract can be found on Prosper Portland's website <u>at this location</u>. Proposers who propose changes to any contract term or condition must include their proposed changes in their proposal. Prosper Portland is under no obligation to accept any such proposed changes. Prosper Portland further reserves the right to modify any Contract term or condition prior to execution of the Contract.

5.3 COMPENSATION AND PAYMENT

The "Not to Exceed" value of the Contract will be based on the sum of all proposed costs, including personnel hours and applicable billing rates as well as reasonable reimbursable expenses, including travel expenses, all of which may be subject to reasonable negotiation. Consultant's personnel and reimbursable expenses, up to the Not to Exceed amount, will be payable on the basis of the Consultant's time and materials, based on the proposed billing rates and rate schedules. Prosper Portland PAYMENT TERMS: NET 30 DAYS. Any subsequent change of the billing rates, maximum compensation, and/or Contract term will be implemented by written amendment to the Contract.

¹ http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf

5.4 RESERVED

5.5 CONTRACT TERM

The initial term of the Contract will be for a period of six (6) months which may be extended upon the mutual written agreement between the parties to the Contract.

5.6 CONTRACT COMPLIANCE

Consultant(s) must comply with the following before Prosper Portland will execute the Contract with that firm:

- 5.6.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 5.6.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.6.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer.
- 5.6.4 **Insurance Requirement.** See the following section.

Fulfilling the requirements listed in this section is not a condition to respond to this RFP and apply only to the selected Proposer.

5.7 INSURANCE REQUIREMENTS

At all times during the term of the Contract, Consultant(s) shall maintain, on a primary basis and at its sole expense, the following insurance:

- 5.7.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 5.7.2 General Liability (GL) 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. Consultant(s) shall endorse the following as an additional insured on the GL 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.
- 5.7.3 **Automobile Liability** insurance with a combined single limit of not less than \$1,000,000, each accident, covering owned, non-owned, or hired vehicles. If Consultant(s) does not own any automobiles, Consultant(s) shall maintain coverage for hired and non-owned automobiles.
- 5.7.4 **RESERVED**
- 5.7.5 **RESERVED**
- 5.7.6 **Insurance Certificates.** Prior to execution of the Contract, Consultant(s) must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Consultant's insurance must be obtained from companies or entities that are authorized to

provide insurance in Oregon. Consultant's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it.

6.0 CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by Prosper Portland's *Local Contract Review Board Administrative Rules* as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at Prosper Portland.

- 6.1 Submission Instructions. Email one (s) signed Acrobat version (.PDF) of your Proposal to the "Solicitation Coordinator" named on the face page of this RFP document. Do not exceed five MegaBytes (5MB).
- 6.2 **Pre-Proposal Meeting.** A voluntary pre-proposal phone meeting (20 minutes) for this RFP will be held on **April 13, 2018, from 11:40 AM to 12:00 PM** (Pacific Time). Please dial in approximately ten minutes early as the call will begin promptly at 11:40 AM. Call-in access information will be provided to participants at a later date. Attendance at this meeting is recommended but not required.

The purpose of this meeting is for Prosper Portland to share information about this RFP process, Prosper Portland, and the unique nature of the project. While Consultant questions will not be addressed during this meeting, our intent is that the information provided will give attendees a better understanding of the project, and thus a better framework to develop questions and send them in writing by email as indicated in Section 6.3 below.

- 6.3 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email (preferred), mail, or fax and must contain the following:
 - RFP solicitation number and title
 - RFP section being questioned
 - Specific question or request for change

All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the "Deadline for Questions and Requests for Changes" listed in Section 1.3 of this RFP.

Clarification and Changes to this RFP. All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the Proposer's proposal to be rejected.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to Prosper Portland's Contract Opportunities website

(<u>www.prosperportland.us/bids</u>) to check for any addenda that have been issued for this RFP. Prosper Portland may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by Prosper Portland and modifying their proposal accordingly.

- 6.5 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and Prosper Portland will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.
- Sole Point of Contact. After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.
- 6.7 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the Prosper Portland Board of Commissioners or any Prosper Portland employee not specifically named in this RFP, except upon invitation by Prosper Portland in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. Prosper Portland will not hold "one-on-one" meetings with any interested party during the RFP process outside of a formal interview.
- 6.8 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.
- 6.9 **Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of Prosper Portland and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192. Any portion of a proposal that a Proposer claims to constitute a "trade secret" must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS 192."

If a Proposer marks every page or includes a blanket statement that the entire proposal is "Confidential" or "Proprietary," the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed. Prosper Portland will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise. After award, the Contract between Prosper Portland and the successful Proposer will be a public document and no part of the Contract can be designated as "Confidential." Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until Prosper Portland has issued its Notice of Intent to Award.

6.10 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and Prosper Portland is under no obligation to request additional information if it is not included within your proposal. However, Prosper Portland may request Proposers submit additional information during or after the

- proposal evaluation period; or overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.11 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between Prosper Portland and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless Prosper Portland agrees to the withdrawal or modification in writing.
- 6.12 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. The responsive proposals are those proposals that substantially comply with all required submittal procedures and requirements. This evaluation committee will include staff of Prosper Portland and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 5 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer's written response as well as any relevant information that Prosper Portland may subsequently request or discover. Prosper Portland will then add individual committee members' scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).
- 6.13 **Interviews (Optional).** At Prosper Portland's option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted inperson, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.
- 6.14 **Selection Process.** If interviews are not conducted or best and final offers not requested, Prosper Portland will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, Prosper Portland reserves the right to either re-score the Finalist Proposer(s)' proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and re-rank the proposals based on the combined strength of the Finalist Proposer(s)' proposal and interview.
- 6.15 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, Prosper Portland may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to Prosper Portland, with respect to the Proposer's successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. Prosper Portland reserves the right to use any information or reference that may be discovered. Prosper Portland may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.16 **Notice of Intent to Award.** After completion of the evaluation process, Prosper Portland will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only

- and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issues, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 6.17 **Protest of Selection Process.** Any protest of Prosper Portland's selection process must be submitted by email writing to the Solicitation Coordinator of this RFP within seven (7) calendar days of issuance of the NOIA. The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.
- 6.18 **Serial Negotiations.** After Prosper Portland has issued its NOIA and resolved all protests, Prosper Portland reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If Prosper Portland, in its sole discretion, determines that such negotiations have reached an impasse, Prosper Portland reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or Prosper Portland cancels this RFP.
- 6.19 **Reservation of Rights.** Prosper Portland, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279B.100; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer's past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates Prosper Portland to award a contract from this RFP.

EXHIBIT A. PROPOSER CERTIFICATION

Each Proposer must complete and return this page with their proposal. Failure to do so may be grounds for proposal rejection.

RFP #17-24: Traded Sector Inclusive Growth				
8.1	You acknowledge receipt of ac	denda number through or N/A.		
8.2	If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 5.6 of this RFP.			
8.3	To the best of your knowledge	your firm is not in violation of any local, state or federal tax law.		
8.4	You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over Prosper Portland.			
8.5	You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to Prosper Portland; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any Prosper Portland officer or employee that is not clearly disclosed in your proposal.			
8.6	The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.			
SIGN	ATURE BLOCK			
Propos	ser's Legal Business Name:			
Signat	ure:	Date of Proposal:		
Printe	d Name and Title:			
		Email Address:		
Propos				
Propos	ser's Primary Point of Contact fo	this RFP (if different):		
Phone Number:		Email Address:		

EXHIBIT B. QUESTIONS TO CONSIDER

The questions listed below are intended to inform the creation of a Scope of Work by the Consultant, but should not be considered limiting or exclusive.

Questions to consider pertaining to the review and assessment of Prosper Portland's cluster strategy

Prosper Portland's industry clusters include:

- Metals & Machinery: Primary & fabricated metal, machinery manufacturing, transportation equipment
- Technology & Media: Software, digital media, data processing
- Clean Tech: Clean Technology/Renewable Energy, Green Building Products and Services, power generation
- Athletic & Outdoor: Footwear and apparel design, bike and hand-tool manufacturing

The focus areas for assessing Prosper Portland's overall cluster activities in this work are *Act* and *Evaluate*, as shown in Exhibit D, Figure 1.

Questions to be considered in the review of Prosper Portland's overall cluster strategy will include, but are not limited to, the following:

- a. Does the existing cluster strategy achieve the end goals of the Prosper Portland Strategic Plan relating to growing middle-wage employment opportunities?
- b. What are best practices relating to cluster strategy in similar markets?
- c. What metrics should be considered in assessing the impact of the B&I team's cluster work?
- d. When measuring the success of the cluster strategy according to the goals set forth in Prosper Portland's strategic plan, where are there programmatic successes and shortfalls?

Questions to be considered in the International Trade Strategy will include, but are not limited to, the following:

- a. How should the B&I team effectively route international trade through the clusters?
- b. How can the international trade best accommodate middle-wage job growth?
- c. How should the B&I team embed practices that lead to equitable outcomes in international trade activities?
- d. Which markets should be targeted for Foreign Direct Investment, and for which cluster(s)?
- e. Which markets should be targeted for exporting, and for which cluster(s)?

Questions to consider pertaining to how to perform cluster support, economic development incentives and international trade work with an equity lens

Consultant(s) shall review current B&I practices, both international and domestic, to consider the following questions, in collaboration with Kapwa:

- a. In what ways is social and racial equity currently included in Prosper Portland's cluster economic development? Are these processes embedded systematically?
- b. Of the existing equity practices on Prosper Portland's B&I team, which should be considered best practices? Are there any existing practices that should be rolled out at a larger scale?
- c. What equity practices are not included in B&I's existing processes that should be considered?
- d. Are there existing practices that should be carried out differently to encourage more equitable outcomes?
- e. For existing processes and recommendations for promoting equitable outcomes, how can these be effectively embedded into B&I's business practices?
- f. How does Prosper Portland's B&I team work with partners to leverage the agency's limited resources into large-scale, equitable outcomes in the city? External stakeholders may include members of Prosper Portland's Council of Economic and Racial Equity, the Mayor's Council of Economic Advisors, and key Prosper Portland partner agencies.

EXHIBIT C. EQUITY CONSULTANT BIOGRAPHY

Desirée Williams-Rajee is the founder of Kapwa Consulting, an independent consulting firm that specializes in organization and systems change to build equitable institutions. In her consulting practice, she uses her unique combination of skills in organizational development, change management, social justice organizing, and systems analysis to create customized solutions that move organizations and teams towards equitable solutions. From helping government staff to see dismantling institutional racism as a performance strategy to dismantling internalized oppression as a community empowerment strategy, her role is to help others navigate towards sustainable solutions that build community resilience.

In 2016, Desiree was honored by the Obama White House for her work with underrepresented communities to apply an equity lens to the City of Portland/Multnomah County Climate Action Plan, and in 2017 was recognized by the University of Minnesota Institute on the Environment for innovation in the environmental field.

For over 15 years, she has worked with a variety of organizations including community development, refugee and international development, environmental, policy, organizations, schools, and government agencies as well as various grassroots initiatives to address institutional and structural change around diversity, inclusion, equity and race awareness.

She received her BA from University of Pittsburgh in Africana Studies, and Linguistics and holds certificates in East Asian Studies, and Professional French Translation. She received her Master of International Development degree from the Graduate School of Public and International Affairs from University of Pittsburgh and an MBA in Sustainable Business from Bainbridge Graduate Institute.

CLUSTER ORGANIZING FRAMEWORK

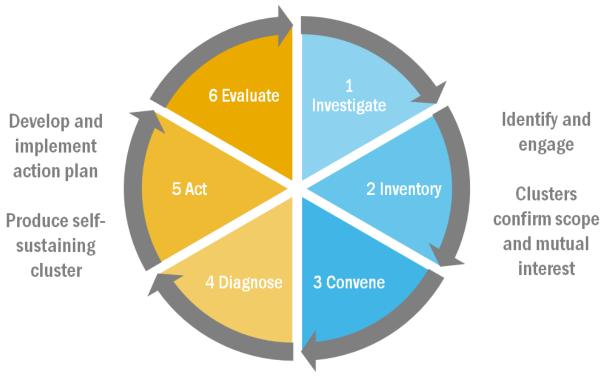


Figure 1. Cluster Organizing Framework