



REQUEST FOR PROPOSALS

COMMUNITY OPPORTUNITIES AND ENHANCEMENTS PROGRAM BUSINESS TECHNICAL ASSISTANCE

Proposals Due: Monday, May 11, 2020 by 12:00 p.m.

Prosper Portland is seeking qualified and experienced service providers with a strong history of serving under-served communities to provide business technical assistance to diverse construction firms, particularly those owned by people of color and women, to grow and continue to diversify the City of Portland's pool of certified construction firms.

RFP Coordinator	Proposal Delivery Location
Nick Ioanna Email: loannaN@ProsperPortland.us Phone: (503) 823-5118	Email to: loannaN@ProsperPortland.us Subject Line: "RFP Submittal – COEP" *Once you submit your response you will receive an email confirmation. If you do not receive confirmation prior to the time proposals are due, please follow up with a phone call to the RFP Coordinator at least 30 minutes before proposals are due prior to the Proposal deadline.

Activity	Date
RFP Issued	Friday, April 10, 2020
Deadline for Questions or Requests for Change	Wednesday, April 29, 2020 by 5:00 pm
All Addenda Issued	Monday, May 4, 2020 by 2:00 pm
Proposals Due	Monday, May 11, 2020 at 12:00 pm
Selections Made (anticipated)	June 1, 2020
Grant Effective Date	July 1, 2020



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I. Introduction

Prosper Portland is the City of Portland's economic development agency. Our mission is to create economic growth and opportunity for Portland. Prosper Portland is committed to growing quality jobs, advancing opportunities for prosperity, creating vibrant neighborhoods and communities, and collaborating with partners to create an equitable city, with prosperity shared by Portlanders of all colors, incomes and neighborhoods.

Prosper Portland is seeking proposals from qualified providers to deliver business technical assistance to diverse firms in the construction industry.

Note Regarding COVID-19

The COVID-19 virus has had an unprecedented impact on our communities, economy, and daily routines. Prosper Portland acknowledges that many organizations are struggling to rapidly adjust their work in the context of social distancing requirements, all while addressing the new and urgent needs of community members. We're all dealing with a lot of uncertainty and instability as we navigate this unprecedented situation. We are mindful that some of your organizations may be busy addressing community needs caused by COVID-19, but we also believe it is important to continue our good work and make these resources available to the community. We will publicly post any answers to questions, updates to deadlines, or other relevant updates on our website so that all potential applicants have access to the same information.

Given the ever-changing situation with COVID-19, when contracts are awarded (likely June 2020), there may be adjustments made to service delivery, including virtual classes or other necessary adjustments, to accommodate the public health restrictions that may be in place. Prosper Portland encourages proposers to address modified and virtual service delivery in their proposals.

Background

The Community Opportunities and Enhancements Program (COEP or program) is a strategy of the City of Portland (City) to increase diversity and equity in construction contracting. The goals of the COEP are to increase the number of people of color and women in the trades and to remove barriers for diverse construction firms, particularly those owned by people of color and women, so that they can successfully participate in public contracting. The program is funded by a 1% set-aside of eligible costs on all City-owned public improvement contracts. Through a series of grants managed by Prosper Portland and Worksystems, the COEP will provide workforce development and business technical assistance to accomplish its goals.

The City has designated Prosper Portland to manage and implement the COEP grant program. Prosper Portland will manage the business technical assistance funds in alignment with the Inclusive Business Resource Network (IBRN) which implements business advising, workshops, and professional services within a larger entrepreneurial ecosystem.

Over the past few years, substantial stakeholder outreach, focus groups and reporting related to construction workforce and business support have taken place. Prosper Portland and Worksystems will continue to rely on the expertise of community and construction stakeholders and solicit ongoing

feedback for improvement as the COEP is implemented and resources are deployed. The reports used in COEP design identified these recommendations:

- Transparent and consistent long-term investment across regional projects will help workers and business to stay engaged and expand their capacity to participate on future projects
- Technical assistance would help M/W/DBE subcontractors to be more successful
- Investments are needed to retain people of color and women in the trades
- Additional pre-apprenticeship training program capacity is needed to meet the five-year demand

The COEP program design includes four focus areas:

1. Business Technical Assistance Support for Certified Firms (as defined below; especially Minority / Women-Owned / Disadvantaged Business Enterprises) as well as for non-certified minority-owned and women-owned firms that may seek to become Certified Firms
2. Outreach and Recruitment of Diverse Workers
3. Pre-Apprenticeship Training for Diverse Workers
4. Retention of Existing Workers

This RFP covers focus area #1: Business Technical Assistance

Separate RFPs for COEP workforce outreach, pre-apprenticeship training ,and retention are being issued and managed by Worksystems. These Worksystems RFPs are open at the same time as this RFP and total \$650,000.

With this RFP, Prosper Portland is requesting proposals from qualified providers to complete one or more of the following scopes of work between July 1, 2020 and June 30, 2021:

- Construction Business Navigator – outreach and referral services
- One-on-One Construction Business Advising – moderate to intensive one-on-one business development services
- Group Education and Training – workshops, trainings, panels, etc.

Alignment with Inclusive Business Resource Network

Prosper Portland manages a growing portfolio of programs to support minority and women entrepreneurs. The Inclusive Business Resource Network (IBRN) is a citywide program that brings services for small businesses into a single network to provide greater efficiencies and innovation. Successful respondents will be integrated into the IBRN, which seeks to:

- **Lead with outcomes.** Set ambitious goals to see more businesses owned by people of color grow and scale. Design a common-sense reporting system in collaboration with service providers that reports on outcomes, not just outputs.
- **Improve services across Prosper Portland's portfolio of programs.** Allow user feedback from both businesses and organizations to improve design of the delivery system.
- **Support an inclusive learning community.** Create and grow a learning community across sectors for practitioners focused on serving entrepreneurs of color and women entrepreneurs. Develop a shared mission among a variety of organizations and a shared language for racial equity. Selected partners are expected to attend monthly meetings to share best practices and coordinate referrals throughout the network. This should be built into the staffing proposal.

Detailed information on IBRN Outcomes is included in Section V below. For more information on the Inclusive Business Resource Network, go to www.prosperportland.us/ibrn.

Definitions

The following definitions are used for purposes of this RFP:

- **Person/People of Color (POC)** – a person, or people, who experience systemic forms of oppression or discrimination based on their race and/or ethnic heritage and do not identify as white. The term generally includes people who identify as Asian, African American, African, Latinx, Native American and Pacific Islander.
- **Certified firm** – a business certified by the State of Oregon's Certification Office for Business Inclusion and Diversity (COBID) (or the federal government in the case of DBE) as minority-owned (MBE), women-owned (WBE), service-disabled veteran-owned (SDV), disadvantaged (DBE) and/or emerging (ESB) small business.
- **Priority business (also priority firm, priority population)** – construction firms owned by people of color or women.

II. Available Funding

Funding for Phase One of COEP comes from three existing City-owned construction projects: Portland Building Reconstruction Project, Washington Park Reservoirs Improvements Project and the 10th & Yamhill Garage Renovation Project. From these projects, \$216,786 has been made available from the City of Portland for the business technical assistance portion of COEP.

An additional \$130,000 has been made available from the Portland Housing Bureau (PHB) to support subcontractor preparation and bidding on PHB bond funded projects and to support pipeline development of certified construction firms.

In total, Prosper Portland is procuring up to \$346,786 in COEP Business Technical Assistance services. Ongoing annual allocations of COEP funding are anticipated from the City of Portland. Based on the success of funded proposals and available funding streams, Prosper Portland and its evaluation committee may expand and extend these services into multi-year contracts.

Contracts resulting from this RFP are anticipated to begin Fiscal Year 20/21 (July 1, 2020 through June 30, 2021). Additional years' funding may be contracted for up to four one-year extensions through June 30, 2025 at a funding level to be determined each year based on available funds and provider performance. Respondents should use the funding estimates below for development of their proposals. Final budgets will be negotiated with the successful respondents.

Anticipated Budget

Up to \$80,000	Scope A: Construction Business Navigator
Up to \$200,000	Scope B: One-on-One Construction Business Advising
Up to \$70,000	Scope C: Group Education and Training

III. Contractor Qualifications

Respondents must demonstrate:

- a history of serving and ability to reach out to and provide culturally competent services for the priority population.
- a history of or clear plan for providing high quality construction business advising services resulting in business participants growing their ability to be competitive in the construction industry.
- a history of or clear plan for achieving construction business outcomes for the priority population.
- Strong administrative capacity.

A group of two or more eligible applicants may submit a collaborative proposal. For awarded collaborative proposals, Prosper Portland will contract with one lead organization which will be responsible for all financial and program performance aspects of the project.

IV. Program Requirements

Priority Businesses

COEP Business Technical Assistance contracts are intended to support diverse construction firms in the City of Portland to build the capacity of their businesses to be successful in the construction industry. Services across all scopes will be prioritized for businesses owned by people of color and women.

Prosper Portland acknowledges that these priority construction businesses will be at different stages of development, with two distinct types of businesses which have different TA needs:

- a. Those that are not construction project ready, for reasons including a lack of basic business knowledge, experience, capital, operational infrastructure, tools, and human resources.

Example Business Technical Assistance Focus Areas: Business Foundations; How to Hire, Train and Retain People; Estimation Basics; Understanding Financial Statements; Bidding Basics; Selling Your Business / Cold Calls; Communication and Customer Service; Business Advising; and Mentor/Protégé.

- b. Those that are construction project ready but have development needs preventing them from competing for or completing projects on time, on budget, and within the requirements of the bid and prime contractor expectations. This type of contractor may have the knowledge and experience to be competitive, but lack sufficient capital, human resources, tools (including automation), communication or an understanding of how to accurately access and estimate a job and manage the project to completion.

Example Business Technical Assistance Focus Areas: Estimating with Automated Software; Project Management; Recruiting, Hiring, Training and Retaining Qualified Employees; Auto-CAD; Sales and Bidding; Bonding; Communication and Customer Service; Business Advising; and Mentor/Protégé.

Prosper Portland intends for successful respondents to provide flexible services that can meet the needs of both contractor segments across all scopes.

Reporting Requirements

All successful respondents will be required to enter services and outcomes into Outcome Tracker, Prosper Portland's online reporting system for business technical assistance. All contractor staff will be required to complete the Outcome Tracker user training provided by Prosper Portland. Contractors will also be required to submit a program narrative on a bi-annual basis documenting performance, challenges and program progress to date.

Service Provider Expectations

As part of the Inclusive Business Resource Network, successful respondents will be required to actively participate in this Network. This is further outlined in the attached sample grant agreement and includes:

- Attendance and participation at monthly IBRN Community of Practice meetings and subcommittee meetings

- Participation in annual equity training offered by Prosper Portland
- Collaboration with Network partners

V. Program Design

Successful respondents will provide services under one or more of the following scopes:

- Construction Business Navigator
- One-on-One Construction Business Advising
- Group Education and Training

Workforce development activities and activities exclusively addressing climate change and clean energy are out of scope for this RFP. Although critical, additional resources outside of COEP are available for these services.

SCOPE A: Construction Business Navigator services

Prosper Portland is accepting proposals from qualified providers who are interested in providing Construction Business Navigator services to support certified firms (especially priority businesses) as they grow their businesses in the construction trades. Successful respondents will: conduct outreach to priority businesses in the City of Portland; interview interested businesses; assess business needs; provide 30 priority businesses with up to 10 hours of business advising; connect businesses with one-on-one advising, group education services and IBRN resources; and complete compliance, evaluation and reporting activities.

In addition to the stated priority businesses above, priority will be placed on serving priority businesses that wish to propose on the 10 future Portland Housing Bureau development projects.

Outcomes: Between July 1, 2020 and June 30, 2021, successful respondents will conduct outreach to at least 75 businesses, assess and provide services and/or resource referrals to at least 60 businesses.

Available Funding: Prosper Portland is procuring up to \$80,000 in Construction Business Navigator services from one or more providers for one year (July 1, 2020 – June 30, 2021).

SCOPE B: One-on-One Business Advising services

Prosper Portland is accepting proposals from qualified providers with a strong record of serving priority businesses. Successful respondents will deliver one-on-one advising services to priority businesses to increase their capacity to be successful in the construction industry. Proposals may include direct advising by respondent staff, subcontracted expert advising or professional services, all with clearly defined scopes.

Successful respondents will serve at least 50 businesses referred by Prosper Portland and Construction Business Navigators and provide business advising customized to individual business needs. Successful respondents will deliver holistic construction-related business advising covering such topics as:

- Construction project management and reporting
- Office management

- Accounting, financial management and billing
- Construction bidding, sales and software
- Construction estimating and software
- Navigating contractor and regulatory requirements
- Recruiting, hiring, training and retaining qualified employees
- Bonding and access to capital
- Union and workforce requirements

Successful respondents will identify how proposed services are tailored to meet the needs of specific priority businesses and will include specific plans and timelines to accomplish goals within the project timeframe. Successful respondents will complete compliance, evaluation and reporting activities.

Outcomes: Between July 1, 2020 and June 30, 2021, successful respondent will provide one-on-one business advising for at least 50 businesses. Outcomes for one-on-one business advising are measured through a badge system explained below. Qualitative outcomes are also captured through an annual client survey (e.g. Because of the services I received, I have developed systems for running my business; Because of the services I received, I have the skills necessary to analyze my business' shortcomings and make improvements.)

Available Funding: Prosper Portland is procuring up to \$200,000 in One-on-One Business Advising services from one or more providers for one year (July 1, 2020 – June 30, 2021).

SCOPE C: Group Education and Training services

Prosper Portland is accepting proposals from qualified providers with a strong record of serving priority businesses. Successful respondents will deliver group education and training services to businesses to increase their capacity to be successful in the construction industry. Proposals may include direct service delivery by respondent staff or other partners with clearly defined scopes.

Successful respondents will provide workshops, training and other support customized to help priority businesses to be successful in the construction industry. Successful respondents may propose to deliver group education and training services across a variety of focus areas, including: Estimating with Automated Software; Project Management; Recruiting, Hiring, Training and Retaining Qualified Employees; Sales and Bidding; Bonding; Communication and Customer Service; Business Advising; and Mentoring.

Regardless of which advising focus areas a respondent proposes, Prosper Portland prefers specific and targeted group education and training services that align with the respondent's expertise and experience serving diverse businesses in the construction industry. Successful respondents will identify how proposed services are tailored to meet the needs of specific priority businesses and will include specific plans and timelines to accomplish goals within the project timeframe. Successful respondents will serve at least 100 businesses and will align with Prosper Portland and Construction Business Navigator/s referral protocols. Successful respondents will complete compliance, evaluation and reporting activities.

Outcomes: Between July 1, 2020 and June 30, 2021, successful respondents will provide group education and training services for at least 100 businesses. Post training surveys should yield an 80% satisfaction rating or higher.

Available Funding: Prosper Portland is procuring up to \$70,000 in Group Education and Training services from one or more providers for one year (July 1, 2020 – June 30, 2021).

Outcomes

Planned Outcomes Across All Scopes

Scope A: Construction Business Navigator
Outreach to at least 75 businesses
Support and refer at least 60 businesses
Provide up to 10 hours of light-touch advising to 30 clients
Scope B: One-on-One Business Advising
Serve at least 50 businesses
Badge Achievements – see below
Business capacity improvements shown on annual client survey
Scope C: Group Education and Training
Serve at least 100 businesses
80% or higher participant satisfaction rating

Additional Outcome Measurement for Scope B: One-on-One Business Advising:

Beginning in FY 2017/2018, outcomes for the Inclusive Business Resource Network have been reported via a badge system as described below. The outcomes were designed with an emphasis on supporting a business through growth and ensuring technical assistance leads to wealth creation outcomes for disadvantaged entrepreneurs (people of color, women founders and low-income business owners). The badge system accommodates for the diversity of growth paths an entrepreneur might take and tells a more complete story of the entrepreneurial journey. Prosper Portland rigorously vetted these categories and determined milestones with input from the technical assistance providers in the Inclusive Business Resource Network. Outcomes for Scope B: One-on-One Business Advising are measured in this manner. One-on-one services should generally support a firm's progress towards the Strong and Stable, Growth and/or Scale badges.

Badge Categories

To report outcomes, organizations complete a fiscal year annual checklist to report on participant progress. Each badge category has 9 – 12 milestones reviewed through the annual checklist. Participants must meet four of the possible milestones in each category to have earned one of the following badges.

Strong and Stable:

This is often the first milestone a business reaches. "Strong and Stable" business owners have established a foundation for the future and receive a benefit from their business. Business owners in this category are developing systems for running their business and reaching their market. There are many challenges for the "Strong and Stable" business. Despite finding some consistency and reliability, the business owner is still learning by doing and may suffer higher marginal costs. This business may still be managed and operated by the owner, limiting their capacity or ability to take advantage of emerging market opportunities.

Growth:

The “Growth” category is characterized by at least one of two factors: increasing sales or increasing margins. “Growth” businesses are realizing efficiencies in ordering, scheduling, and/or production. They are also becoming more established in their market and are seeing demand increase for their product or service. Owners in this category are recognizing the value of their business and are fully invested in its development. Challenges “Growth” businesses face include capitalizing on growth opportunities, cash flow that ebbs and flows; too young for traditional financing; owners may be unsure how to transition from solopreneur to manager.

Scale:

A “Scale” business is an existing business that is expanding. They have a market-proven product or service and are investing in the expansion of their business footprint. These business owners are most typically growing in an incremental way and can often use future cash flow to collateralize expansion goals. These business owners often follow the “Strong and Stable” and “Growth” categories. Challenges this category might face include adapting systems to the expanded business footprint, weighing trade-offs, and sizing up the supply chain.

VI. Proposal Narrative Content and Evaluation Criteria

Please submit the following (single-sided, 12-point font):

- A cover letter (no more than 2 pages)
- A consortia application (if applicable, no more than 2 pages)
- A program delivery proposal (no more than 6 pages per scope) that includes proposed services, demonstrated experience and outcomes
- A completed budget worksheet (1 per scope)
- Administrative Capacity response (3-page limit)
- Administrative Capacity required documents

Section A: Cover Letter

(0 points)

Provide a summary of your proposal (no more than 2 pages) including the following information:

- Name, mailing address, phone number, and email address of the primary point of contact for this RFP.
- **For each scope of service;**
 - Description of key services, activities and outcomes
 - Introduce the team and outline why this team is qualified and capable to perform the services proposed
 - Description of program's target population
 - Funding requested

Section B: Consortia Applications

(0 points)

Consortia applications must include the following information (limited to 2 pages). If a consortia award is made, the contract implementing the award will be between the consortia's lead partner and Prosper Portland only. If the respondent is not a consortium, this section and requirements do not apply.

- a) Describe the consortia and identify each member's roles and responsibilities; identify the lead partner.
- b) Describe your experience working with the identified partner(s).
- c) Describe why these partnerships support your ability to meet the desired outcomes.
- d) Describe how you will evaluate the overall effectiveness of the partnership.

Budget worksheets must be completed and submitted by all partners, following the instruction in Section D. The lead partner budget worksheet should reflect the entire program budget including all partner subcontracts. Each subcontracting partner must complete a budget worksheet for their share of the costs reflected in the subcontract line of the lead partner budget worksheet. The proposal review and evaluation will be based on all submitted budgets.

Section C: Program Delivery

(70 points)

Please submit a program delivery proposal for each scope for which you are proposing. Each proposal is limited to 6 pages. Proposals should address:

Program Design (25 points)

- a) Describe your program and how it meets the scope of service for which you are proposing.
- b) Describe the population(s) and number of participants you propose to serve.
- c) Describe how you will work with other successful respondents and IBRN partners in order to support participants' needs.
- d) Provide detail on the proposed service/topic areas (i.e., project management, bidding and estimating, etc.) you are proposing to provide and how these services will increase firms' capacity. Identify where you have existing internal expertise and where you may have to partner or subcontract, ensuring that you address these costs in your budget worksheet.
- e) Provide detail on what service delivery platforms you will utilize (e.g., webinars, 1:1 phone calls, etc.)
- f) How will you collect feedback on the quality and effectiveness of your services and use the information to make improvements (e.g., customer surveys; for Scope B: One-on-One Business Advising, badge attainment)?
- g) For Scope A Construction Business Navigator ONLY, how will the services you provide support the success of priority businesses in developing proposals for the upcoming Portland Housing Bureau (PHB) projects?

Organizational Capacity and Demonstrated Success (15 points)

- h) Describe your organization's plan to staff the proposed services, including proposed FTE and required staff competence and expertise. Please note whether staff have been identified or must be hired (include hiring timelines). Please describe any planned professional development activities related to staffing the project.
- i) Describe your experience in delivering construction business technical assistance for the population(s) you propose to serve including any quantifiable outputs and outcomes.
- j) Describe your experience with and examples of using data management systems for tracking customer services, outcomes, and program performance.

Priority Population (15 points)

- k) Discuss your organization's outreach strategies to recruit participants from the priority populations.
- l) Describe your experience delivering culturally competent services to diverse customers. Include any quantifiable outcomes.
- m) How do you incorporate feedback from participants into your work? Provide an example of how you have modified services in order to better serve a participant.

Outcomes (15 points)

- n) Provide detail about the number and types of firms you plan to serve including certification type (i.e. minority-owned, women-owned, etc.), trades (i.e. electrical, concrete, etc.), and project readiness (see page 9).

- o) What are the most critical business-related barriers for the population you propose to serve and how can your program help businesses overcome these barriers?
- p) What key indicators or factors do you look at when assessing the health of a construction firm and how will your proposal address these factors?

Section C Evaluation Criteria:

- Description of program and proposed population aligns with the goals and requirements of the scope.
- Organization sees the value in a network of services and will utilize in order to best support the participant.
- The proposal includes a specific and reasonable plan to deliver services, including service/topic area detail, how services will increase capacity of construction businesses and who is providing services.
- Organization has a reasonable plan for delivering services virtually.
- The proposal includes a specific and reasonable plan to collect feedback and measure efficacy of services.
- For Scope A, the proposal includes a specific plan to support firms who wish to develop proposals for the upcoming PHB projects.
- The proposal includes a sufficient level of competent staffing to support proposed program.
- Past outcomes provided demonstrate effective program or related services.
- Organization shows experience using data management systems to track customer service and program performance.
- The proposal includes a reasonable strategy to recruit the priority population.
- Organization has demonstrated experience delivering effective culturally competent services to diverse customers.
- The proposal includes a reasonable strategy to tailor services to the priority population and is responsive to feedback received.
- The proposal includes service levels that support the desired outcomes of the scope.
- Organization understands barriers disadvantaged business owners face and has a reasonable strategy to address the challenges.
- Organization demonstrates an understanding of key indicators of business health and has a specific plan to address them.

Section D: Budget

(15 points)

Please submit one budget worksheet per scope.

- a) A completed budget worksheet for each scope must be included in the response for the current funding opportunity. Successful respondents may be asked for supporting cost documents at the time of contract negotiation.
- b) The budget is to be developed for the necessary operations costs required to manage the program being proposed. Expenses will be paid on a reimbursement basis through monthly invoices.
- c) If respondent is applying as a consortium, each partner must also provide a completed budget narrative with the application. Applicant's partners must supply the same level of detail and

narrative budget justification that describes how the categorical costs are derived; and discuss the necessity, reasonableness, and allocation of their proposed costs.

Funding Restrictions

- All proposed project costs must be necessary and reasonable.
- Administrative and indirect costs may not exceed 15% of the budget
- Indirect costs may only be applied if the organization has a federally-approved indirect rate. If no federally-approved rate exists, include indirect costs within Administrative budget line item.
- Equipment or capital expenditures may not be purchased with project funds.

Additional documents required for administrative capacity response:

- Copy of the organization's most current approved Federal indirect cost rate if indirect costs are included in the budget.

Section D Evaluation Criteria:

- Budgeted costs are consistent with the proposal and the budget narrative demonstrates how the funds requested are necessary and essential to accomplish the scope of services.
- Budgeted costs are sufficient to perform the tasks described in the narrative.
- Budget justification is sufficiently detailed and demonstrates how cost estimates were derived, including quantities, unit costs, allocation methods, and other similar quantitative detail sufficient for the calculation to be duplicated.
- Budget clearly delineates any allocation of resources to partners if applicant is applying as a partnership or consortium.
- Budget contains no unexplained amounts for miscellaneous or contingency.
- Budget demonstrates fiscal responsibility and reasonableness.
- Budget provides complete and accurate required budget forms.

Section E: Administrative Capacity

(15 points)

Please limit Administrative Capacity response to 3 pages, not including the required documents.

- a) Describe your organization's fiscal staffing structure and accounting system.
- b) Describe the internal control processes your organization uses to safeguard funds.
- c) Describe the procedures your organization uses to properly track and document funds spent on participants.
- d) Describe your organization's processes for budget management and oversight.
- e) Describe your organization's process or requirements for annual audits or independent financial reviews.
- f) Describe your personnel management system.
- g) If applicable, describe any "disallowed costs" or financial deficiencies noted in previous government monitoring or audits in the last three years and how the findings were resolved.
- h) If applicable, discuss any negative findings from the respondent's three most recent financial audits or independent financial reviews, and the resolution of any negative findings.

Additional documents required for administrative capacity response:

- Copy of documentation proving legal entity (for example, certificate of incorporation, 501(c)(3) letter, etc.).
- Copy of the organization's most recent audited financial statements and management letter and the A-133 audit if applicable.
- Copy of the organization's insurance certificate. See Insurance Requirements section of Administrative Detail.

Section E Evaluation Criteria:

- Demonstrated ability to manage and safeguard program funding.
- Demonstrated ability to track and report contracted funding.
- Demonstrated ability to manage budgets.

The successful respondent may be required to provide additional administrative documentation or assurances in accordance with federal requirements prior to completion of contract negotiations.

VII. Proposal Review Process

The proposals will be evaluated by an evaluation committee based on a scoring matrix using the elements described above and previous performance to determine which proposals will be awarded funding through this RFP. The funding recommendations will be made to the Prosper Portland Executive Director for final decision.

This section describes the process that will be used to evaluate responsive proposals and select the apparent successful Proposers. Prosper Portland may reject any proposal not in compliance with all prescribed procedures and requirements and may reject for good cause all proposals after finding that doing so is in the public interest.

Step One, Determination of Proposal Responsiveness. Prosper Portland will review all proposals received by the due date and time to determine the responsive proposals. The "responsive proposals" are those proposals that substantially comply with all prescribed submittal procedures contained in this RFP.

Step Two, Evaluation of Written Proposals. Prosper Portland will convene an evaluation committee ("Committee") to evaluate all the proposals deemed responsive in Step One. The Committee will include external reviewers. Evaluators will score the proposals using the evaluation criteria described in this RFP. Evaluators may also use any relevant information that is subsequently requested or discovered in their review.

Step Three, Determination of Finalist Proposers. The Committee's scoring of the proposals will be added together to produce a preliminary proposal ranking. Prosper Portland will then identify a natural break in the scoring to determine the Finalist Proposers.

Step Four, Request(s) for Clarification. Either before or after Step Three or Five, Prosper Portland may request any proposer to submit additional information or otherwise clarify the Narrative Content of their proposal (Section VI above) with the Program Design and Requirements (Section IV and V) of this RFP.

Step Five, Finalist Interviews (Optional). Prosper Portland may require interviews with the Finalist Proposer(s) as part of the evaluation process of this RFP. If requested, attendance at such an interview is mandatory. If interviews are conducted, Prosper Portland reserves the right to re-score the Finalist Proposer(s)' initial proposal scores or otherwise re-rank the proposals based on the combined strength of the proposers' written proposals and interview.

Step Six, Contractor Selection. Prosper Portland will announce its decision to award the Contract to the highest-ranked responsive and responsible proposer(s) after completing the steps above.

VIII. Proposal Submission

Prosper Portland must receive the proposal and all related documents marked as directed on page 1 of this RFP no later than the stated due date and time.

An electronic copy of the proposal and administrative capacity documents (in PDF) and the budget narrative (in Excel or PDF) must be sent to the Solicitation Coordinator as detailed on page 1 of this RFP. The Solicitation Coordinator will send an email confirmation to the address on the cover letter acknowledging receipt.

ANY PROPOSER THAT HAS NOT RECEIVED CONFIRMATION OF THEIR PROPOSAL PRIOR TO THE RFP DUE DATE AND TIME MUST CONTACT THE SOLICITATION COORDINATOR BY PHONE TO CONFIRM THEIR PROPOSAL WAS RECEIVED.

Complete proposal packages will include the following documents:

Proposal Documents	Format
Cover Letter	PDF format
Consortia Application (if applicable)	PDF format
Proposal Narrative	PDF format
Budget Worksheet	PDF or Excel format
Administrative Capacity Response and Required Documents	PDF format

IX. Award Notification

Provisional award results will be sent via email by June 1, 2020.

X. Administrative Detail

Inquiries

All questions related to this solicitation are to be submitted electronically via email with the subject "RFP Inquiry - COEP" and sent to the Solicitation Coordinator. Questions received after the solicitation has been published and before 5:00 PM on Wednesday, April 29, 2020, will be responded to by May 4, 2020. Questions will be answered by posting a Q&A Resource Document for this RFP at <http://prosperportland.us/coep>. Questions received after 5:00 PM on April 29, 2020 will not be answered.

Withdrawal

A submitted RFP response may be withdrawn at any time. A written request to withdraw the response must be submitted via email to: Solicitation Coordinator.

Protest of Selection Process

Any protest of Prosper Portland's selection process must be submitted via email to the Solicitation Coordinator for this RFP within seven (7) calendar days of issuance of the Notice of Intent to Award (NOIA). Only those Proposers that are adversely affected by Prosper Portland's contract award decision can protest the NOIA; i.e., those Proposers who are in a position to receive the Contract had Prosper Portland not committed a material violation of a provision of this RFP or applicable statute. 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 evaluation 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.

Resource Documents

- Submittal Checklist
- Budget Worksheet
- Sample Grant Agreement

Contract Compliance

- Consultant must comply with the following before Prosper Portland will execute the Contract with that firm:
 - **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
 - **Portland Business License.** Obtain a City of Portland Business License.
 - **Insurance Requirements.** 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.

Insurance Requirements

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

- **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.
- **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. Contractor 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.

- **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 Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- **Insurance Certificates.** Prior to execution of the Contract, Consultant must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Contractor'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.

XI. Additional Provisions and Disclaimers

Prosper Portland reserves the right to change or cancel this RFP, waive minor informalities of any response, request additional information to evaluate a response, and negotiate a grant agreement with the successful proposers. This RFP is not subject to any process except as described herein. All submitted applications will become the property of Prosper Portland and will be subject to public inspection per the Oregon Public Records Law (ORS 192).



COMMUNITY OPPORTUNITIES AND ENHANCEMENTS PROGRAM BUSINESS TECHNICAL ASSISTANCE

SUBMISSION CHECKLIST

This submission list is intended to be a guide for Proposer's and does not need to be returned with Proposal submission.

Proposer has responded to each section as specified in the RFP

- ☐ Section A: Cover Letter
- ☐ Section B: Consortia Applications (if applicable)
- ☐ Section C: Program Delivery (For All Applicable Scopes)
 - ☐ Scope A: Construction Business Navigator
 - ☐ Scope B: One-on-One Construction Business Advising
 - ☐ Scope C: Group Education and Training
- ☐ Section D: Budget (For All Applicable Scopes)
 - ☐ Scope A: Construction Business Navigator
 - ☐ Scope B: One-on-One Construction Business Advising
 - ☐ Scope C: Group Education and Training
- ☐ Section E: Administrative Capacity (Response to the entire section including required additional documentation:
 - Copy of documentation proving legal entity (for example, certificate of incorporation, 501(c)(3) letter, etc.).
 - Copy of the organization's most recent audited financial statements and management letter and the A-133 audit if applicable.
 - Copy of the organization's insurance certificate. See Insurance Requirements section of Administrative Detail.
- ☐ Proposer meets Contractor Qualifications as specified in Section III of the RFP
- ☐ Proposer meets minimum insurance requirements as specified in Section X of the RFP

Grant No. _____

\$xxxx

SAMPLE GRANT AGREEMENT

This Grant Agreement (“**Grant Agreement**”) dated as of July 1, 2020 (the “**Effective Date**”), is entered into by and between (**GRANTEE NAME**) (“**Grantee**”), and **Prosper Portland**, assumed business name of Portland Development Commission, the urban renewal authority and economic development agency of the City of Portland, a municipal corporation of the State of Oregon (“**Prosper Portland**”).

RECITALS

- A. Prosper Portland manages a grant pool to provide funding for programs to support minority and women entrepreneurs within the construction trades. The funding for this grant pool comes from the City of Portland’s Community Opportunities and Enhancements Program (“**COEP**”), and is in partnership with the City of Portland Office of Management and Finance and Office of Equity and Human Rights.
- B. Grantee has relevant expertise and desires to undertake certain small business technical assistance activities to support the development and success of minority and women owned businesses as set forth in **Exhibit A** hereto (the “**Program**”).
- C. Grantee successfully responded to a Request for Proposals to provide Business Technical Assistance.
- D. Grantee has requested financial assistance from Prosper Portland to aid and support its implementation of the Program.
- E. The goals and objectives of the Program are consistent with and will further the implementation of the COEP and Prosper Portland’s 2015-2020 Economic Development Strategy, particularly Objective 3: Foster Wealth Creation within Communities of Color and Low-Income Neighborhoods, and, accordingly, Prosper Portland is willing to provide financial assistance to Grantee for the Program.
- F. Prosper Portland and Grantee now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Prosper Portland’s financial assistance to Grantee for the Program.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 GRANT GENERALLY

Section 1.1 Scope of Work. Subject to the terms and conditions of this Agreement, Grantee shall implement the Program described in the Scope of Work, Exhibit A.

Section 1.2 Grant Amount. On the terms and conditions of this Grant Agreement, Prosper Portland agrees to make a grant to Grantee in an amount not to exceed (ENTER AMOUNT) DOLLARS (\$xxxx) (the “Grant”) to assist Grantee in implementing the Program. Grantee may use the Grant proceeds only for costs necessarily incurred, after July 1, 2020, to implement the Program and within the line item limits of the budget (which may not include administration and indirect costs exceeding 15% of the Grant) set forth in **Exhibit B** (the “Budget”), attached hereto and incorporated herein by this reference (“**Eligible Costs**”); provided, however, that Prosper Portland may allow funds to be transferred from one Budget line item to another so long as no line item is changed by more than the amount of the total Grant and so long as funds are not transferred to administration/indirect cost line items.

Section 1.3 Effective and Termination Dates. This Agreement shall be effective as of the Effective Date and, unless otherwise amended or terminated, shall terminate on June 30, 2021. Extensions to this Agreement may only be made by written agreement signed by Prosper Portland and Grantee.

Section 1.4 Disbursement of Grant Proceeds. The proceeds of the Grant shall be disbursed during the Term (as hereinafter defined) pursuant to a request for disbursement in form and substance satisfactory to Prosper Portland (the “**Request for Disbursement**”) with all supporting documentation required by Prosper Portland. Requests for payment must be submitted to Prosper Portland using the budget workbook provided by Prosper Portland. Grantee must submit invoices monthly, within 30 days of the end of the month and must include Program expenditures for the month by line item, and include backup documentation as indicated in the budget workbook. The final invoice due date will be provided by Prosper Portland by April 30, 2020. Additionally, Grantee must keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for Program wages, salaries and benefits, and other expenses.

Grantee’s submission of a Request for Disbursement shall constitute Grantee’s affirmation that all of Grantee’s representations and warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the Request for Disbursement.

Prior to receiving any disbursement Grantee shall input into Outcome Tracker (as further described in Exhibit A hereto) all Outcome Tracker required data for each invoice period, which must be reviewed and approved by Prosper Portland prior to any such disbursement.

Additionally, Grantee must provide complete Yearly Outcomes Checklist data into Outcome Tracker no later than July 31 of each year, reporting for the previous year. Prosper Portland will not pay July invoices for a current grant year until this data is entered to the satisfaction of the Prosper Portland Program Manager.

Section 1.5 System Branding and Communication. Grantee will ensure that all Program materials and any internal or external communications about this Program will acknowledge Prosper Portland, the City of Portland Office of Management and Finance, and the City of Portland Office of Equity and Human Rights. Grantee shall assist Prosper Portland with general requests from time to time regarding success stories and/or speaking opportunities to support the Program and its funding.

ARTICLE 2 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Prosper Portland as follows:

Section 2.1 Existence and Power; Authority. Grantee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the state in which it is incorporated. Grantee has (a) full power and authority to carry on its business as now being conducted and as Grantee contemplates it to be conducted with respect to the Program, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the “**Grant Documents**”) and to incur and perform its obligations hereunder and thereunder. The execution and performance by Grantee of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Grantee. This Grant Agreement and the other Grant Documents have been duly executed by Grantee and will constitute legal, valid and binding obligations of Grantee, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

Section 2.2 No Violations or Default. Grantee is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Grantee or the Program that would constitute an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default.

Section 2.3 Litigation. No action, suit or proceeding (and to Grantee’s knowledge, no investigation) is pending against Grantee or with respect to the Program before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Grantee, the Program or the power of Grantee to complete the Program or (b) which purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 Compliance With Laws. Grantee is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Program, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3 AFFIRMATIVE COVENANTS

Until completion of the Program or as otherwise indicated, Grantee covenants and agrees as follows:

Section 3.1 Licenses; Maintenance of Business. Grantee will remain a non-profit corporation validly existing under the laws of the state in which it is incorporated and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Program including, but not limited to, a City of Portland business license and certification as an Equal Employment Opportunity employer as required by Portland City Code 7.02.300 and 3.100, respectively.

Section 3.2 Completion of Program and Performance of Obligations. Grantee will comply with all the requirements of the Grant Documents, including but not limited to, those set forth in Exhibit A. Grantee shall complete the Program no later than June 30, 2021 (the “**Program Completion Deadline**”) and Prosper Portland is not obligated to reimburse any Program costs incurred after this date. Promptly after the Program Completion Deadline or any termination of this Grant Agreement, Grantee shall repay to Prosper Portland any Grant funds remaining in Grantee’s possession that are not needed to cover Program or administrative costs incurred prior to the termination of this Grant Agreement. The foregoing repayment obligation shall survive any termination of this Grant Agreement.

Section 3.3 Compliance with Laws and Use Restrictions. Grantee will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Grantee and the Program, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 Other Obligations. Grantee will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Grantee in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Grantee.

Section 3.5 Indemnity. Grantee shall indemnify and hold Prosper Portland, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) which any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Grantee in any Grant Documents, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Grantee, or its employees, agents or contractors, related to the Program, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Prosper Portland. This Section 3.5 shall survive completion of the Program and any termination of this Grant Agreement.

Section 3.6 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, books of account and records on the expenditure of all Grant proceeds. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of five years after the termination of this Grant Agreement or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. Grantee will permit Prosper Portland and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Prosper Portland. Access to these records is not limited to the required retention period. Prosper Portland shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Program and any termination of this Grant Agreement.

Section 3.7 Audits. Prosper Portland, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Program at any time during Program implementation and during the three-year period after the termination of this Grant Agreement. 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. If an audit finds that payments to Grantee were in excess of the amount to which Grantee was entitled, then Grantee shall repay that amount to Prosper Portland. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after Grantee is notified or any such deficiency. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Grant Agreement and may result in the withholding of future payments.

Section 3.8 Insurance. Grantee shall carry, at a minimum, insurance coverage in the amounts and manner set forth below:

(a) **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027;

(b) **General Liability** insurance with a combined single limit of not less than **\$1,000,000**, on an occurrence basis, for bodily injury and property damage, with an aggregate limit of not less than **\$2,000,000**. This type of insurance shall provide contractual liability coverage for the indemnification required under this Grant Agreement. Additionally, **“The Portland Development Commission d/b/a Prosper Portland, the City of Portland and each of their respective officers, agents and employees”** must be named as Additional Insured with respect to Grantee’s Program activities under this Grant Agreement;

(c) **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000** per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable;

(d) Continuous Coverage; Notice of Cancellation. Grantee shall maintain continuous, uninterrupted insurance coverage, as set forth above, for the duration of this Grant Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Grantee to Prosper Portland. If Grantee's insurance is canceled or terminated prior to termination of this Grant Agreement, Grantee shall immediately notify Prosper Portland and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement;

(e) Certificate(s) of Insurance. Prior to execution of this Agreement, Grantee must provide Prosper Portland with certificates of insurance. Insuring companies or entities are subject to Prosper Portland's acceptance and must be licensed to provide insurance in the state of Oregon. Grantee'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. This Section 3.8 shall survive completion of the Program until the Program Completion deadline. Grantee shall pay for all deductibles and premium from its non-Grant funds. Prosper Portland reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

ARTICLE 4 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 Failure to Pay General Debts When Due. Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated a bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

A proceeding or case is commenced against Grantee, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Grantee, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Grantee or for all or a substantial part of its assets, or (iii) relief is granted to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Grantee

is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 Failure to Disclose Material Facts. Grantee fails to disclose any fact material to the making of the Grant, or a disbursement, to Grantee, or upon discovery by Prosper Portland of any misrepresentation by, on behalf of, or for the benefit of, Grantee.

Section 4.3 Failure to Pay Amounts Due. Grantee fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 Failure to Comply with Other Obligations. Grantee fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Grantee by this Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Grantee.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Prosper Portland may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 Repayment. Prosper Portland may declare the entire original Grant (or so much thereof as has been disbursed to Grantee) and other charges payable by Grantee pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Grantee shall pay to Prosper Portland the amount declared to be immediately due and payable.

Section 5.2 Termination of Funding Obligation. Prosper Portland may, by and effective upon written notice to Grantee, terminate Prosper Portland's obligation to disburse additional Grant funds to Grantee.

Section 5.3 No Election Required. Prosper Portland shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 Rights and Remedies Cumulative. All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Prosper Portland may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Prosper Portland's subsequent exercise of such right or remedy nor shall it restrict Prosper Portland's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 No Waiver. No failure on the part of Prosper Portland to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in

writing, and then only in specific instance and for the purpose given. No notice or demand on Grantee shall entitle Grantee to any other notice or demand in other similar circumstances.

Section 5.6 Payment of Costs of Collection. In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Counterparts. This Grant Agreement 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.

Section 6.2 Survival. All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Prosper Portland or on its behalf and the making of the Grant.

Section 6.3 Notice. Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile (answer back or receipt confirmed), addressed to the parties as follows:

If to Grantee:

GRANTEE NAME
Attn: CONTRACT MANAGER
ADDRESS
Email:

If to Prosper Portland: Prosper Portland

Attn: PROGRAM MANAGER
222 NW Fifth Avenue
Portland, OR 97209
Telephone: 503-823-xxxx
Email:

with a copy to:

Prosper Portland
Attn: General Counsel
222 NW Fifth Avenue
Portland, OR 97209

Section 6.4 Successors and Assigns. Grantee may not assign this Grant Agreement, in whole or in part, without the prior written consent of Prosper Portland. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 Subgrants. Grantee may not subgrant any portion of the Grant without the prior written consent of Prosper Portland. Notwithstanding an approved subgrant, Grantee shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Program by the Program Completion Deadline. Grantee shall enter into a written agreement with each permitted subgrantee that describes the permitted use of the subgranted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements set forth in Section 3.6 hereof and Exhibit A, as necessary to permit Grantee to satisfy its recording keeping and reporting requirements under this Grant Agreement, and the audit requirements of Section 3.7.

Section 6.6 Governing Law, Jurisdiction, Venue. This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the federal or state court, as appropriate, serving Multnomah County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts.

Section 6.7 Modification; Prior Grant Agreements; Headings. This Grant Agreement may not be modified or amended except by an instrument in writing signed by Grantee and Prosper Portland. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 Validity; Severability. If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.9 Exhibits and Recitals. The exhibits and recitals to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 Time of Essence. Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 Relationship of the Parties. Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of

principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 No Third Party Beneficiary Rights. No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 6.13 City Audit/Public Record. Grantee understands and acknowledges that Prosper Portland is a public entity and is subject to Oregon's public records laws (ORS 192.311 – 192.478) and this Grant Agreement and any related documents are subject to audit by the office of the City Auditor, public records disclosure, and public ethics laws. Prosper Portland shall have no liability to Grantee's compliance with public records laws, audits and ethics laws.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

GRANTEE

By: _____
Name and Title Date

PROSPER PORTLAND

By: _____
Kimberly Branam, Executive Director Date

APPROVED AS TO FORM:

Prosper Portland Legal Counsel

EXHIBIT A
SCOPE OF WORK
Inclusive Business Resource Network

1. OVERVIEW

Framework:

Prosper Portland's 2015-2020 Strategic Plan calls for fostering wealth creation within communities of color and low-income neighborhoods through business development and growth. To further this goal, Prosper Portland funds and facilitates the Inclusive Business Resource Network (Network or IBRN), a citywide program that leverages the power of a partnership network committed to increasing the success of 1,000 underrepresented entrepreneurs.

Prosper Portland receives funding from the City of Portland's infrastructure bureaus as a part of the City's Community Opportunities and Enhancements Program (COEP). COEP calls for the provision of, among other things, assistance to diverse companies specifically within the construction trades.

General Program Description:

The COEP seeks to provide business assistance to firms in the construction industry to grow and continue to diversify the City of Portland's pool of certified construction firms. The COEP particularly seeks to advance racial and gender diversity in construction businesses.

Additional information based on RFP scope category

Firms receiving assistance must:

- Have a City of Portland business address (or owner lives in City of Portland).
- Do business (or are seeking to do business) in the construction industry.
- Be one of the following:
 - a minority-owned or women-owned business (certification not required), or
 - a federally-certified disadvantaged business enterprise, or
 - a state-certified minority/women business enterprise, emerging small business or service disabled veteran.

Duration of Program: July 1, 2020 – June 30, 2021

2. PROGRAM SERVICES AND ACTIVITIES

A. Service Details

To be determined based on RFP scope category and Grantee skillset

B. Priority Population

To be determined based on RFP scope category and Grantee skillset

2. PROGRAM EXPECTATIONS

A. Outreach and Recruitment

Grantee will provide sufficient outreach and recruitment efforts necessary to reach target audiences identified above.

B. Network of Services

Grantee is part of a larger network of resources, and as such shall work together with other service providers to meet client needs. If a client cannot be served by the Grantee, or can be better served by another provider, it is Prosper Portland's expectation that a referral will be made.

Supplemental services such as legal support, bookkeeping training, business courses or other professional services may be available to clients for a reduced fee. These services are always changing and the network will be kept up to date on what services are available through a shared document on our Community of Practice Google Drive.

C. Core Competencies for Business Advisors

Business advisors working under this Agreement are expected to have the ability to develop positive relationships with clients, motivate them to achieve their goals and provide timely response to their needs, among other soft skills. Business advisors must be able to effectively perform the following assessments:

- Business assessment – Is the business or business idea feasible? Is there a market? Who is their competition?
- Entrepreneur assessment – Is the entrepreneur capable, qualified and prepared to run this business effectively? Do they have the resources, skills and support system needed to succeed?

Business advisors must be able to provide high quality counseling, education, and technical assistance on:

- Financial literacy – Budgeting, record keeping, basic accounting concepts, product and project cost analysis, break even analysis
- Basic financial statements – Prepare and analyze profit and loss and balance sheet
- Cash flow projections
- Pricing strategy and profit analysis
- Loan application – Determine appropriate loan amount through financial planning, assist with loan application
- Business plan – Development and implementation, including a marketing strategy
- Registration and licensing requirements

Business advisors must be able to identify specialty issues such as legal, human resources and accounting needs and be able to refer clients to the appropriate professional services.

Prosper Portland shall be made aware of any major staffing changes prior to changes being made. Prosper Portland may request to be involved in the hiring process of core program staff.

D. Reporting

As part of the Network, outcomes reported by Grantee will impact the overall outcomes being tracked for the entire network.

Using the online reporting system, Outcome Tracker, Grantee shall report all services delivered and outcomes achieved, including but not limited to the following information: client program enrollment information, business owner demographics, general business information, business financials, services received, hours of technical assistance provided and annual achievements/improvements.

Prosper Portland reserves the right to modify reporting fields and request additional information. Grantee must keep the data entry current and consistent. Data must be input in Outcome Tracker by the 15th of the month following the end of each quarter, but it is preferred to be entered more frequently in order to have real-time data.

Grantee shall submit bi-annual narratives (due November 15, 2020 and April 15, 2021) to the Prosper Portland Program Manager via a reporting document on the Community of Practice Google Drive. Narratives shall include, at a minimum, client or program successes and challenges. Photos highlighting clients and/or events are appreciated.

E. Monitoring

Program monitoring will occur on an annual basis, at a minimum. Grantee shall maintain and make available all records related to the program, including services rendered, performance, participant eligibility, demographic data and financial data. At a minimum, records will be reviewed as a part of the annual monitoring process.

F. Expectations and Evaluation

Grantee will be evaluated in six categories with ratings as described below. These evaluations will occur in December and May.

Ratings:

3 = Meeting expectations

2 = Some concerns, Prosper Portland and Grantee identify clear path to get back on track

1 = Serious concerns, Prosper Portland will collaborate with Grantee to develop Plan to Improve

If Plan to Improve is not satisfied, Grantee funding may be impacted

Evaluation Category	Expectation	Evaluation/Monitoring Tool
Attendance & Participation	1) Community of Practice monthly meetings: Staff billing 50% or more on contract should attend 8 out of 11 CoP meetings (or 70% of meetings). 2) Various Committee meetings: Min 1 person per org on a committee. If org has 3 or more staff billing 50% or more to contract, than 2 people need to serve & fully participate on committees.	Sign-in sheets. Report attendance to program managers at quarterly Program Manager Meetings.
Service Level Goals	Serve number of clients and hours as outlined in Prosper contract.	Tracked via Outcome Tracker in conjunction with invoices
Equitable Practices & Goals	1) Staff billing 50% or more on contract and Program Manager must attend equity trainings with CEI and with LJIST. If staff attended in previous fiscal year, they are not required to attend in current fiscal year. 2) Meet goals of priority populations outlined in contracts. 3) Implement one new culturally-specific or culturally-responsive approach for working with clients or modify your program based on client feedback around equitable practices.	1) Tracked via attendance at equity trainings 2) Tracked via Outcome Tracker 3) Identify in narrative and quarterly check ins. Look to Prosper annual client survey or other means of client feedback.
Reporting	1) Report on time and with complete data in Outcome Tracker. (Invoices won't be paid until outputs for that invoice period are logged in OT) 2) Complete bi-annual program narratives by the deadline. 3) Complete Yearly Outcomes Checklists by July 15. (Current fiscal year invoices won't be paid until YOC's for previous year are completed)	Tracked via Outcome Tracker and online narrative
Collaboration	Set 3 collaboration goals annually, with at least one new goal. Examples of collaborations include working with another partner to: host an event, teach a workshop together or deliver content for a program; develop a strategic relationship to share client resources i.e. translation support, access to mentors, access to capital. Partner can also set collaboration goals around building relationships with other Network partners and increasing staff awareness of partner programming. Collaborations do not include referrals to funded professional services (SBLC, MarketLink, etc).	Identify goals at the beginning of fiscal year and report collaborations in narrative. Review at quarterly check ins.
Stability of Leadership & Staff	Prosper Portland is notified of all staff adjustment for staff billing to contract. If major leadership transition occurs, organization leaders should meet with Prosper Program Manager and Manager of Entrepreneurship and Community Economic Development Team to explain transition timeline and strategy.	Conversation at quarterly check ins

EXHIBIT B

Budget – FY 2020-2021