



PROSPER
PORTLAND
Building an Equitable Economy

REQUEST FOR PROPOSALS #20-01 JAPANESE BUSINESS DEVELOPMENT & RELATIONSHIP CONSULTANT

Proposals Due:
November 5, 2020
by 2:00 PM (Pacific)

A voluntary pre-proposal meeting for this RFP will be held on
October 22, 2020 at 11:00 AM via Zoom
(Zoom link must be requested from the Solicitation Coordinator)

**Direct all questions and submit one (1) electronic proposal to
Prosper Portland's SOLE POINT OF CONTACT for this RFP:**

Nick Ioanna, CPPB
Procurement Services Coordinator
Prosper Portland
220 NW Second Avenue, Ste 200
Portland, Oregon 97209

(503) 823-5118
ioannan@prosperportland.us (email)
<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 INFORMATION

Request for Proposals Title: **Japanese Business Development & Relationship Consultant**
Solicitation Number: **20-01**
Solicitation Coordinator: **Nick Ioanna, CPPB | Procurement Services Coordinator**
Contact Information: **(503) 823-5118 (direct)**
ioannan@prosperportland.us
Proposal Delivery Location: **Email to Solicitation Coordinator**

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), **Prosper Portland**, the assumed business name of the Portland Development Commission, the urban renewal and economic development agency of the City of Portland, Oregon requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) to enhance business, city planning, cultural and friendship relations with Japan.

Prosper Portland intends to award an exclusive contract to the successful Proposer in connection with this RFP.

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	October 15, 2020
Pre-Proposal Meeting (Voluntary)	11:00 am on October 22, 2020
Deadline for Questions and Requests for Changes*	3:00 PM on October 28, 2020
PROPOSAL DUE DATE AND TIME (no later than)	NOVEMBER 5, 2020 by 2:00PM (Pacific Time)
Finalist Interviews (<i>optional</i>)	Week of November 16, 2020
Notice of Intent to Award Issued (<i>anticipated</i>)	November 23, 2020
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award is issued
Contract Effective Date (<i>anticipated</i>)	December 1, 2020

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

The Japan consultant will help grow business, investment and cultural exchange between Portland and Japan by assisting 1) Portland businesses in exporting and supporting Japanese businesses seeking to invest in Portland, 2) in developing B2B matchmaking/supply chain programs between Portland and Japanese businesses, 3) Portland officials and businesses with logistics when traveling to Japan, 4) expanding the readership of the Japanese language Portland Stories Newsletter, and 4) engaging Portland officials in webinars with Japan.

What is the Japan Initiative?

Trade and investment are the primary components of the Japan Initiative. However, the Japan Initiative also seeks to enhance our relationships with Japanese local governments, businesses, innovators, non-profit organizations, universities, social entrepreneurs and residents. We seek to bring people from these Japanese groups together with Portland counterparts to share ideas in areas of business, technology, city planning and social issues to stimulate collaborations, new ideas and approaches.

3.0 STATEMENT OF WORK

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

3.1 STATEMENT OF WORK

3.1.1 Newsletter

Manage the quarterly Portland Stories Newsletter by:

- a. Creating engaging content to help increase the email subscriber list to at least 600 subscribers

- b. Consultant will provide content and topics for newsletters. Prosper Portland Project Manager may also suggest content for Newsletter.
- c. Gathering and summarizing relevant content for the quarterly newsletters by collecting recent news articles around Portland-Japan interactions, upcoming bilingual webinars, programs and events, as well as unique business and project updates from Prosper Portland.
- d. Provide translation for all copy and advise on the content and process.
- e. Working with the Project Manager on finalizing the email newsletter content to ensure the message and content are in line with the mission and values of Prosper Portland.
- f. Newsletter is distributed via email by Consultant upon final approval by the Prosper Portland Project Manager.

3.1.2 Webinars

- a. Work with Prosper Portland Project Manager to help create webinars that feature Portland and Japanese participants that focus on trade, investment, city planning, B2B matchmaking for small and large businesses, best practices, and information and cultural exchange. Advise Project Manager on similar business development opportunities with Japanese government entities and non-profit agencies.

3.1.3 Relationship Building

- a. Help maintain and grow relationships with representatives from Japanese businesses; city, prefectural and national governments; key organizations, institutions, social entrepreneurs and artists.
- b. Assist in connecting relevant incoming delegations with appropriate counterparts in Portland.

3.1.4 Outgoing delegations

- a. Assist in arranging logistics for Prosper Portland delegations (and certain city delegations) traveling to Japan to ensure that hotel, ground transportation and transfers occur seamlessly.
- b. Provide training on business customs, greetings, protocol, business card exchange, general manners and the “Do’s and Don’ts” while in Japan. Advise on business cards, promotional materials, etc.
- c. Consultants are not expected to travel with Prosper Portland team.

3.1.5 Japan Initiative

- a. Help to build on the Japan Initiative by continually advising on where the team could best direct their efforts.

Prosper Portland reserves the right to modify, add, and/or remove certain tasks or activities prior to Contract execution or through equitable amendment to the Contract after execution.

3.2 PERFORMANCE SCHEDULE

The performance schedule will be negotiated by Consultant and the Prosper Portland Project Manager as needed during the term of the contract. Newsletters are expected to be delivered quarterly, but exact dates are unknown.

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. Prosper Portland has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content.

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 OF YOUR FIRM

Provide a description of your firm’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
- Your firm’s management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
- 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

Provide a clear and concise description of the approach and methods your firm proposes to complete all requirements listed Section 3.0 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
- Additionally, list any additional Prosper Portland resources (staff time, materials, network access, etc.) that are necessary to complete any aspect of the project

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

4.4 PROMOTION OF CERTIFIED FIRMS

Prosper Portland is committed to increasing contracting and subcontracting opportunities for State of Oregon certified disadvantaged, minority-owned, women-owned, and emerging small business enterprises (collectively, “Certified Firms”) in order to promote their growth, capacity-building, and economic success. As part of your response to this RFP, address the following:

- **Certification Status.** Is your firm currently a Certified Firm or has your firm recently applied for certification with the State of Oregon’s Certification Office of Business Inclusion and Diversity (“COBID”)? If so, provide a copy of the COBID’s approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.
- **Subcontracting Plan.** Do you intend to subcontract any element of the work described in this RFP? If so, provide the following information (a) the name(s) of the Certified Firms(s) and (b) the aspects of the work that will be subcontracted to Certified Firm(s)
- **Past Experience.** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past thirty-six (36) months? If so, indicate both the project(s) and the role of the Certified Firm(s) on the project(s)?
- **Innovation.** Describe any innovative or successful measures your firm has undertaken to work with or attempt to work with Certified Firms on previous projects.

4.5 COST PROPOSAL

Propose the estimated cost to effectively complete the work and requirements described Section 3.0 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%.

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

Adjustment of Hourly Rates Due to Inflation

Annual adjustment of contract rates will be considered upon written request from the Contractor to Prosper Portland. Approval of the request for rate increase is solely within Prosper Portland’s discretion and Prosper Portland is under no obligation to approve such a request. All such rate increase requests are subject to the following limitations:

- No increase will be considered during the first twelve months the Contract is in effect
- No more than one increase will be considered per year
- Requests for rate increases shall only be proposed in proportion to increases in the Contractor’s costs for the contracted positions
- If the rate increase request is approved, the parties will agree to the approved increase by a written amendment to the Contract, prepared by Prosper Portland. If the rate increase is not approved, Prosper Portland will explain the reason for declining the rate increase request
- The rate increase will be effective only upon execution of the Contract amendment
- Rate increases will not be retroactive
- In no event will a rate increase change the maximum amount payable under the Contract

Travel Expenses. If travel will be required to complete services under the Contract, propose a summary of such travel. This summary must include: 1) destination(s); 2) name(s) and/or title(s) of Key Personnel traveling; 3) travel days, plus days onsite; 4) method of local travel; 5) cost per Contractor personnel; and, 6) total estimated travel cost.

Under the contract awarded from this RFP, Contractor must receive prior written authorization from Prosper Portland for all travel. Except for meals, Contractor must supply copies of receipts

to support expense reimbursement. Prosper Portland will reimburse Contractor's travel expenses only when travel is essential to perform the contracted work. Contractor shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to Prosper Portland and the public. As such, limit proposed travel expenses in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles*
- Meals and incidental expenses must be calculated using the current U.S. General Services Administration ("GSA") per diem rate for Portland, Oregon with the first and last day of travel prorated accordingly
- Automobile travel using Key Personnel's privately-owned vehicles ("POV") to and from an airport will be reimbursed at the current GSA rate for POVs and the lesser of: a) the distance from the Key Personnel's residence to the airport or b) the distance from the Key Personnel's place of business to the airport; local ground travel using Key Personnel(s)' POV will be reimbursed at the same rate
- Travel costs will be reimbursed at direct cost (i.e. without mark-up)

* Proposers should note that Portland, Oregon has an excellent [regional public transit system](http://trimet.org/)¹, including light rail transportation from the Portland International Airport (PDX) to downtown Portland. Prosper Portland strongly encourages the use of public transportation for all local transit in the performance of work under the Contract.

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 of Your Firm	[20] Points
➤ Project Approach and Methods	[25] Points
➤ Promotion of Certified Firms	[15] Points
➤ Cost Proposal	[10] Points
Total Available Points	[70] Points
NON-SCORED SUBMITTAL REQUIREMENTS	
➤ Cover Letter	Not Scored
➤ Proposer Certification	Not Scored

¹ <http://trimet.org/>

5.0 CONTRACT REQUIREMENTS

5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Contractor”) 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 Contractor.

5.2 CONTRACT TERMS AND CONDITIONS

The terms and conditions that will govern the Contract can be found on Prosper Portland’s website [at this location](#).² **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.

5.4 CONTRACT BUDGET

Prosper Portland’s budget for the Contract is approximately \$100,000 for a three-year contract. Prosper Portland reserves the right to deem any proposal in excess of \$100,000 as non-responsive to this RFP.

5.5 CONTRACT TERM

The initial term of the Contract will be for a period of three (3) years which may be extended for two (2) additional one-year periods upon the mutual written agreement between the parties to the Contract. The maximum duration of the Contract, including all extensions, will not exceed five (5) years.

5.6 CONTRACT COMPLIANCE

Consultant 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.

² http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf

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 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. 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.
- 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 Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 5.7.4 **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000** against arising from the Contractor's professionally negligent acts, malpractice, errors, or omissions related to the Contract.
- 5.7.5 **Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Contractor shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty-four (24) months following Contractor's completion and Prosper Portland's acceptance of the Work required under the Contract.
- 5.7.6 **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.

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 Proposal Preparation and Submission Instructions

6.1.1 **Quantities of Proposals.** Proposers must submit the following materials which must be received by Prosper Portland at the proposal delivery location listed in Section 1.1 of this RFP no later than the “Proposal Due Date and Time” listed in Section 1.3 of this RFP:

- **One (1) electronic copy** emailed to the Solicitation Coordinator

6.1.2 **Packaging and Labeling.** Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, the package or envelope must be **clearly marked** with the following:

- RFP Solicitation Number
- Proposer’s name and address
- Date and time proposals are due
- Name and address of Prosper Portland’s Solicitation Coordinator for this RFP

PROSPER PORTLAND IS NOT LIABLE FOR ANY LOST, LATE, OR IMPROPERLY MARKED PROPOSALS.

6.1.3 **Form of Proposal.** Proposals must be typewritten on 8.5” x 11” white paper in no less than 11-point typeface. NO ORAL, EMAIL OR FACSIMILE PROPOSALS WILL BE ACCEPTED. Proposals should address the submittal requirements of this RFP in a clear, concise, and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.

6.1.4 **Sustainability of Proposal.** Prosper Portland strongly discourages the submission of corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. **Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled.** Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing 100% post-consumer waste content. Double-sided printing is strongly preferred.

6.2 **Pre-Proposal Meeting.** A voluntary pre-proposal meeting for this RFP will be held on **October 22, 2020 at 11:00 AM** (Pacific Time) via a Zoom Meeting. **If interested in attending, please request the Zoom link from the Solicitation Coordinator.** Attendance at this meeting is recommended but not required. This RFP, the project and Prosper Portland’s procurement and contract process will be explained at the meeting. Attendees will also be given the opportunity to ask questions to Prosper Portland’s program staff to help clarify Prosper Portland’s expectations of the project. Verbal comments or responses given by Prosper Portland staff are not binding and will not serve to modify any portion of this RFP unless later confirmed in a written addendum to this RFP. Prosper Portland may request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing (see Section 6.3 below). Proposers are encouraged to bring a copy of this RFP to the pre-proposal meeting as copies will not be provided. Proposers are responsible for all costs associated with attendance at this meeting.

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.

6.4 **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 (www.prosperportland.us/bids) 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.

6.6 **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 in-person, 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 issued, 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 20-01: Japanese Business Development & relationship Consultant

- 8.1 You acknowledge receipt of addenda 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.

SIGNATURE BLOCK

Proposer's Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer's Mailing Address: _____

Proposer's Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____