

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NO. 30002026

**SHORT TITLE OF WORK PROJECT:
Career + College Connections (C³)**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Portland Impact, Inc. DBA Impact Northwest, hereafter called "Contractor." The City's Project Manager for this contract is Reese Lord.

Effective Date and Duration

This contract shall become effective on April 1, 2011. This contract shall expire, unless otherwise terminated or extended, on June 30, 2012.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$126,450.00 for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Portland Impact, Inc. DBA Impact Northwest

Address: PO Box 33530, Portland, OR 97292 (10055 E Burnside, Portland, OR 97216)

Employer Identification Number (EIN) 93-0557964

City of Portland Business License # 440062

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

**STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

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

2. Audits

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.
(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) (this contract's terms and conditions. b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. **Early Termination of Agreement**

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. **Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. **Remedies**

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. **Subcontracts and Assignment**

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. **Compliance with Applicable Law**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

(a) **Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) **Indemnity - Claims for Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) **Indemnity - Standard of Care**

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

- (b) ☒ Required and attached or Waived by City Attorney: _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

- (c) ☒ Required and attached or Waived by City Attorney: _____

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 nonowned vehicles, as applicable:

- (d) _____ Required and attached or Waived by City Attorney: ☒ _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

City grants Contractor perpetual rights to use the work product resulting from this contract.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS**22. Arbitration: / X / Not Applicable / / Applicable (consult with City Attorney's Office before finalizing as applicable)**

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: /_X_/ Applicable /___/ Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: /_X_/ Applicable /___/ Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: /___/ Applicable /_X_/ Not Applicable

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer.

26. Confidentiality and FERPA Re-disclosure

Confidentiality: As required by the 20 USC 1232(g) (Family Education Rights and Privacy Act, "FERPA") and ORS 326.565, Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this contract.

FERPA Re-disclosure: The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(c)). Therefore, consistent with FERPA's requirements, PII obtained by Contractor in the performance of this contract may not be re-disclosed to third parties without the written consent of the student's parent guardian and must be used only for the purposes identified in this contract.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

Scope of Services:

1. Contractor shall ensure sufficient numbers of students from the targeted population (described below) are made aware of, enroll, and complete the Career + College Connections program (C³ Program).
2. Contractor shall establish a C³ Program that increases student's career and college readiness.
3. Contractor shall manage the C³ Program delivery and resources to meet deliverable schedule.
4. Contractor shall target and service students for the C³ Program as follows:
 - a. 75 students from Gresham-Barlow School District
 - b. 100 students from Portland Public School District
 - c. 50 students from Centennial School District

C³ Program Target Population/Eligibility Criteria

- **Rising 10th Graders:** Defined as students transitioning from 9th to 10th grade. For the purposes of this RFP, if a student has previously been retained in 9th grade or attends a school setting that does not utilize traditional grade levels, students between the ages of 14-16 would be considered eligible for participation in this program.
- **Academic-Priority Status:** Refers to students who have an elevated risk of disconnecting from school based on one or more of the following: failing two or more 8th grade benchmarks, failing an 8th grade core course, and/or being absent 15 or more days during the 8th grade year. Six school districts in Multnomah County have agreed to flag these students in the county-wide electronic student information system (eSIS).
- **Ninth-Grade-Counts Participation (preferred):** Students who did not participate in Ninth Grade Counts but otherwise meet the other eligibility criteria may participate in the program. However, it is incumbent upon Contractor to verify eligibility with the resident school district.
- **Multnomah County:** Reside in and attend a public school (including alternatives and charters) in one of the following districts: Centennial, David Douglas, Gresham-Barlow, Parkrose, Portland Public or

Reynolds.

Recruitment and Selection:

1. Contractor shall develop marketing materials to describe program services and enlist student participation. Per Deliverables schedule, these materials shall be submitted to City for approval prior to beginning student outreach.
2. Contractor shall conduct outreach in coordination with the resident school districts to students who meet the eligibility criteria. Outreach plans should account for the fact that students of color and students of poverty are disproportionately represented among the academic-priority population. The City will work with each school district to secure a list of academic-priority students that have previously participated in Ninth Grade Counts programming and provide that list to Contractor. The Contractor shall also utilize existing relationships to identify eligible students.
3. Contractor shall assist C³ Program applicants in completing a City provided C³ Program application.
4. Contractor shall verify C³ Program eligibility based on criteria listed above and notify C³ Program applicants as to whether or not they are accepted into the program. For C³ Program applicants who are not on the list of previous participants in Ninth Grade Counts, Contractor shall verify eligibility with the resident school district.

Program Components:

Contractor shall design and execute a program of career- and college-readiness activities. Contractor shall ensure that the C³ Program schedule allows students who need credit recovery to participate in these credit recovery activities. The C³ Program must include, but is not limited to the following activities:

1. Self-assessment
2. Job-preparation skills
3. Post-secondary planning
4. Development of an individual career plan
5. Off-site experiential component that explores a particular career pathway/industry focus (e.g. Volunteer experiences, service learning project, career/college site visits)

Data Tracking, Evaluation and Reporting:

1. Contractor shall track individual C³ Program participant data in a format to be supplied by City. Relevant data elements include student demographics, activities, attendance, case notes, and outcome data. Contractor shall include this information in the final narrative report.
2. Contractor shall track the disbursement of monthly TriMet Youth transit passes to C³ Program participants in a format to be supplied by City.
3. Contractor shall administer pre- and post-survey assessments to C³ Program participants as provided by the City. Contractor may administer these surveys via online or via paper format.
4. Contractor shall compile testimonials, photos, and videos that can be used by City in program advocacy and marketing. Contractor shall obtain a media release for any student featured in a testimonial, photo, or video.
5. Submit invoices, reports and other deliverables as specified in Deliverables and Progress Payments section below.

Performance Measures

Contractor shall develop a C³ Program that will meet or exceed the following goals for performance measures. To the extent that services are not directly provided by the Contractor, the Contractor must ensure compliance of any sub-contractors to the intent and outcomes below.

Performance Measure	Goal
Percentage of participants who have a 90% or better attendance rate in the C ³ Program	85%
Percentage of participants who complete Personal Career Plan	85%
Percentage of participants reporting that involvement in the program was a positive experience for them	85%
Percentage of participants reporting positive changes in their sense of preparation for the next year of high school, expectations to graduate, and awareness of career and college opportunities	85%

Statistically significant gains in the percentage of participants who show a positive increase in their perceptions of their career- and college-readiness as measured by pre/post assessments	TBD after the pre-assessment survey
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Deliverables:

Contractor shall submit to City's Project Manager ("City's PM") the following deliverables for review, comments, and/or approval by the due date specified:

1. **Curriculum Plan:** Contractor shall submit a Curriculum Plan to City's PM for review, comments, and approval. The Curriculum Plan must identify the scope, sequence, and projected time students will spend in various activities/learning objectives. It shall provide a brief description of each learning objective and activity, include a proposed calendar/schedule, and a general overview of how the project will unfold over the summer. Please note that most school districts will require a Curriculum Plan before deciding whether to award credit for students participating in C³ Program. (Due: April 1st)
2. **Recruitment Materials:** Contractor shall submit all Recruitment Materials to City's Project Manager for review, comments, and approval prior to distribution to students and families. Recruitment Materials include any direct mail piece or flyer representing the C³ Program. As a courtesy, the City PM will share this information with the affected school district liaison. All marketing materials must include the C³ Program logo as provided by City. (Due: April 15th)
3. **Schedule of Activities.** Contractor shall submit a finalized Schedule of Activities specifying the time, date and place of C³ Program activities. Contractor shall notify City of any changes to the Schedule after submission to City. (Due: May 15th)
4. **Survey Results Tabulation:** Excel spreadsheet tabulating survey results in a format provided by City (Due: August 31st).
5. **C³ Program Participant Roster:** Excel spreadsheet of participant's data in a format provided by City and must include the following data: (Due: August 31st)

Name	eSIS #
DOB	High School enrolled
Program attendance	Race/Ethnicity (optional)
Completion status	Gender
Home address	
6. **Final Report:** Narrative report in a format provided by City, which will include the following: (Due: September 30th)
 - Summary of actions
 - Lessons learned
 - Summary of results
 - Examples of youth produced work and testimonials
 - Recommendations for future program development
7. Regular attendance of C³ Program Manager at the C³ Program coordination meetings. The City's PM will advise of these dates, along with their time and location.

Work Perform by the City:

The City will perform the following tasks:

- Work with each school district to secure a list of academic-priority students that have previously participated in Ninth Grade Counts programming and provide this list to Contractor
- Provide C³ Program participant application forms
- Purchase monthly TriMet Youth transit passes for all C³ Program participants
- Identify to Contractor a point person at each district to answer questions and coordinate district-related services
- Work with each school district to develop a process to enroll eligible C³ Program applicants in summer school
- Secure supplementary resources to support students in successfully completing credit-recovery activities

- Provide pre- and post-assessment survey for the C³ Program
- Provide certain formatted templates for Contractor's deliverable submittals
- Contract with a third-party evaluator to analyze participation and performance data

CONTRACTOR PERSONNEL

Contractor shall designate a C³ Program Manager who will participate in program coordination meetings with City and be the main point of contact for City PM. The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Polly Bangs	Program Manager
Nikki Hasandras	Program Coordinator
TBD	Instructor
Suzanne Washington	Deputy Director

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
NONE	

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

COMPENSATION

The City will pay Contractor up to the not to exceed amount of \$126,450.00. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. The Contractor is solely responsible for any errors in estimating the costs necessary to perform the work under this contract. The Contractor shall be paid based on the number of eligible students served at the Per Student Rate of \$562.00. The City will not pay for participants in C³ programming who do not meet eligibility criteria.

Progress Payments

Contractor shall submit four separate progress payment invoices to the City's Project Manager as follows:

Payment 1: 30% advance based on the number of students to be served and at the Per Student Rate. Contractor shall submit this invoice after the submittal of the Recruitment Materials (Due by April 15th). Payment term for this progress payment is Net 15 days from receipt of a valid invoice.

Payment 2: 30% payment based on number of eligible students Enrolled at Day 10 of the approved C³ Program and at the Per Student Rate. Contractor shall submit this invoice after the submittal of the Schedule of Activities (Due by May 15th), along with the list of C³ Program participants' attendance for the first 10 days of programming. **Definition:** Students are considered "Enrolled" if they have not withdrawn from the Program and their rate of attendance is greater than 80% (i.e. no more than 2 days absent).

Payment 3: 30% payment based on number of eligible students Completed the C³ Program and at the Per Student Rate. Contractor shall submit this invoice after the submittal of the C³ Program Participant Roster and C³ Program participants' attendance for the entire program (Due by August 31st). **Definition:** Students are considered as having "Completed" the Program if the rate of attendance is greater than 80% and they have completed their Personal Career Plan.

Payment 4: 10% payment based on the number of C3 Program participants who Completed the Program and at the Per Student Rate. Contractor shall submit this invoice after the submittal of the Final Report (Due by September 30th) and Survey results tabulation (Due by August 31st).

The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the progress payment number for which the payment is requested, and the applicable deliverable(s) required. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

PAYMENT TERMS: Net 30 Days, except for progress Payment 1.

C³ Program Per Student Rate: \$562.00

Adjustment of Rate Due to Inflation

Annual adjustment of per student rate will be considered upon written request from the Contractor. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted during the first year of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, rates may not be increased.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION: I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature

Date

Entity

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

CONTRACTOR SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Portland Impact, Inc. DBA Impact Northwest

BY: _____

Susan I. Stenberg

Date: _____

4/20/11

Name: _____

Susan I. Stenberg

Title: _____

Executive Director

Contract Number: 30002026

Contract Title: Career + College Connections (C³)

CITY OF PORTLAND SIGNATURES:

Approved:

By: _____
Mayor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

PRODUCER
Heffernan Insurance Brokers
P. O. Box 69038
Portland, OR 97239

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Phone No: 503-226-1320 Fax No: 503-226-1478

COMPANIES AFFORDING COVERAGE

INSURED

Impact NW
10055 E Burnside
Portland, OR 97216

INSURER A: Philadelphia Indemnity Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PHPK593363	07/01/10	07/01/11	EACH OCCURRENCE 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) 15,000
	GENERAL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE 3,000,000
A	AUTOMOBILE LIABILITY	PHPK593363	07/01/10	07/01/11	PRODUCTS - COMP/OP AGG 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				(Ea Accident)
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident)
	GARAGE LIABILITY				PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT
					OTHER THAN EA ACCIDENT
					AUTO ONLY: AGGREGATE
	EXCESS LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE				AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
					OTHER
					EL EACH ACCIDENT
					EL DISEASE - EA EMPLOYEE
					EL DISEASE - POLICY LIMIT
A	OTHER	PHPK593363	07/01/10	07/01/11	
	Professional Liability				Ea Incident 1,000,000
					Aggregate 3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/ VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL ITEMS

RE: As on file with the insured. City of Portland is named as Additional Insured on the General Liability per the attached form CG 2026 07/04. 10 day notice of cancellation will apply for Non-payment of premium.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

A CANCELLATION

City of Portland

1221 SW Fourth Avenue, Suite 340
Portland, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dawn St. Clair

Dawn St. Clair

**OREGON WORKERS COMPENSATION
CERTIFICATE OF INSURANCE****CERTIFICATE HOLDER:**

MULTNOMAH COUNTY
501 SE HAWTHORNE
STE 400
PORTLAND, OR 97214

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.	POLICY PERIOD	ISSUE DATE
925032	01/01/2011 to 01/01/2012	02/16/2011

INSURED:

PORTLAND IMPACT INC
IMPACT NW
PO BOX 33530
PORTLAND, OR 97292-3530

BROKER OF RECORD:

HEFFERNAN INSURANCE BROKERS
PO BOX 69038
PORTLAND, OR 97239

LIMITS OF LIABILITY:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	each employee
Body Injury by Disease	\$500,000	policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:**IMPORTANT:**

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

AUTHORIZED REPRESENTATIVE

Brenda JP Reddick

President and CEO

APPROVED AS TO FORM

Linda M. King
CITY ATTORNEY

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.373.8020

184541

Policy Number: PHPK593363

Named Insured: Impact NW

COMMERCIAL GENERAL LIABILITY

CG2026 07/04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
City of Portland
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.