

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

CONTRACT NO.

**SHORT TITLE OF WORK PROJECT:
Cultural & Gender Specific Services
For Underage and Adult Sex Workers**

This contract is between the City of Portland ("City," or "Bureau") and LifeWorks Northwest, hereafter called Contractor. The City's Project Manager for this contract is Commander Mike Lee.

Effective Date and Duration

This contract shall become effective on December 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 \$140,000 (One Hundred and Forty Thousand Dollars) (USD) 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): LifeWorks, Northwest

Address: 14600 NW Cornell Road, Portland, OR 97229

Employer Identification Number (EIN) 93-0502822

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business License # 687292

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.

TERMS AND CONDITIONS

1. Standard of Care: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date 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 corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. 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.

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, the 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) Commercial 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (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:

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.

- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not 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.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

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 promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. 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 Contract.

20. Prohibited Conduct

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

(a) The City 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 paragraph 22. 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 Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

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

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☐ / Applicable ☒ / Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Contractor's Personnel: ☐ / Applicable ☒ / Not Applicable

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK: The Consultant shall develop and provide a program which provides treatment and education methodologies designed to provide alternatives to prostitution. The Consultant shall provide treatments and services, and employ personnel who shall, at a minimum, accomplish the following:

1. Develop a program model and approach which provides clients with a pathway to establish alternative life styles to prostitution.
2. Provide drug and alcohol treatment;
3. Provide counseling services for trauma, victimization, and self-esteem issues;
4. Provide counseling services to remove barriers to employment, education, housing, or integration into the community;
5. Utilize a collaborative, problem solving approach to treatment;
6. Have functional knowledge of youth-related issues;
7. Develop a process and outcome evaluation component;
8. Develop a plan on how to integrate and sustain services into their organization;
9. Provide clear, measurable program and performance outcomes; and a timeline detailing implementation timeframes.
10. Complete and include in the monthly invoice the required DOJ reporting elements. The necessary reports and forms are attached as Exhibit A.

CONTRACTOR PERSONNEL

The Contractor shall assign sufficient personnel to do the work in the capacities designated and at the rates stipulated:

ROLE ON PROJECT	RATE OF PAY (Per Hour in U.S. Dollars)
Chemical Dependency Counselor	\$12.46 - \$16.21
Recovery Mentor	\$11.65 - \$15.14
Dual Diagnosis Therapist / Clinical Supervisor	\$15.27 - \$20.62
Medical Services (psychiatry / NP)	\$36.59 - \$52.27 (MD: \$90.00 - \$125.00)
Acupuncturist	\$25.00 - \$30.00
Service Program Director	\$28.87 - \$39.30
Clinical Support / Front desk / Quality / Intake	\$12.46 - \$18.54

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
No Subcontractors will be utilized on this project	

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 maximum that the Contractor can be paid on this contract is \$ 140,000 (USD) (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including overhead, taxes, insurance and benefits add-on percentage rates. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Contractor may be less than the not to exceed amount.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days**Hourly Rates**

The billing rates shall not exceed those set forth in the table above for the designated positions.

Overhead and cost factors allowed as additions to the stated rates of pay for the designated positions:

Taxes, Benefits and Insurance – 28%

Overhead and Administrative costs (all inclusive) – 10.5%

Adjustment of Labor Rates Due to Inflation or Consultant cost increases

Annual adjustment of hourly rates will be considered upon written request from the Consultant. 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 before the one-year anniversary 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, hourly rates may not be increased.

Additional Required Reports and Deliverables

Specific reporting requirements necessary for the application of the grant funds which establish and allow for funding of this contract were set out in the City's Request for Proposal (Part 1 Section B.8) and are incorporated herein by reference: The City will fund the project with a \$140,000 grant from the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance FY11 Justice Assistance Grant (JAG) Program. Additional reports required include but are not limited to those Deliverables referenced in the City's Request for Proposal Part 1 Section 3(a-h). The City's Request for Proposal is attached as Exhibit B.

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants -- matching the subconsultant invoices. 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 bill, 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.

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 [Signature] Date 2/6/12 Entity LifeWorks NW

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.

LifeWorks Northwest

BY: _____

Date: _____

Name: _____

Title: _____

Contract No. _____

Contract Title: Cultural & Gender Specific Services For Underage and Adult Sex Workers

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

APPROVED AS TO FORM

By: _____
Office of City Attorney*James H. Van Dyke*
CITY ATTORNEYDate: 2/10/2012

U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program
#2011-DJ-BX-2656
LifeWorks Northwest
Annual Performance Measures - Narrative Portion
October 1, 2011 - September 30, 2012

- 1. What were your accomplishments within this reporting period?**
- 2. What goals were accomplished as they relate to your grant application?**
- 3. What problems/ barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?**
None (common answer)
- 4. Is there any assistance BJA can provide to address any problems/ barriers identified in question #3 above?**
No (common answer)
- 5. Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer YES or NO and if no, please explain.)**
Yes (common answer)
- 6. What major activities are planned for the next six months?**
- 7. Based on your knowledge of the criminal justice field, are there any innovative programs/ accomplishments that you would like to share with BJA?**
Not at this time. (common answer)

PL000098 JAG 2011
BJA PMT Spreadsheet
October 1 - December 31, 2011

Portland's BJA/PMT quarterly questions
for operational JAG award - PL000098

(Questions updated from BJA PMT,
1/19/11)

Law Enforcement

Please answer yes or no. Was there grantee-level activity during the reporting period?
means no grant-level activity and no grant funds expended or incurred.

~~No~~ Do you use JAG funds for task force activities?

Population Served: Female, Male or N/A

Age Group served:

Population Area:

Data

Yes
No
Yes to Female & Male
Yes - over/under 18
Urban

Contractual Support - LifeWorks NW New Options for Women (NOW)

43 Number of hours paid with JAG funds for contractual support Output

a Number of hours paid with JAG funds for contractual support during the reporting period

PPB Fiscal to complete

44 Types of contractual support paid with JAG funds Output

a Indicate the types of contractual support paid with JAG funds during the reporting period

45 Percent of departments that report a desired change in efficiency Outcome

a Number of departments that report a desired change in efficiency during the reporting period

LifeWorks and PCT need to determine what the departments are. Just PPB? County agencies? Courts? Businesses? Stays the same for life a grant.

b Number of departments that received contractual support with JAG funds during the reporting period

c Percent (a/b) Auto-calculated by PMT

d Explain the impact on efficiency during the reporting period

Lifeworks NW and the NOW program provide social services to numerous prostitutes arrested and convicted. Drug, alcohol, and counseling services are documented to show whether compliance with the program is being followed through by the females who enter the program.

Update if necessary

Document Source: Program records

What are PPB's records? Who has the file?

EXHIBIT A2

PL000098 JAG 2011
BJA PMT Spreadsheet
October 1 - December 31, 2011

185153

Portland's BJA/PMT quarterly questions
for operational JAG award - PL000098

(Questions updated from BJA PMT,
1/19/11)

- 46 Percent of departments that report a desired change in program quality Outcome
- a Number of departments that report a desired change in program quality during the reporting period

LifeWorks and PCT need to determine what the departments are. Just PPB? County agencies? Courts? Businesses? Stays the same for life a grant.

- b Number of departments that received contractual support with JAG funds
- c Percent (a/b) Auto-calculated by PMT
- d Explain the impact on program quality during the reporting period

Document Source: Program records

What are PPB's records? Who has the file?

Outcomes for All Activity Areas (as they apply to grant-funded activities) - Prostitution Outreach and Prevention

Prevention program

- 84 Change in number of individuals arrested in a targeted group by crime type Outcome
- The purpose of this outcome indicator is to measure rates of individuals arrested in a targeted group by crime type. Appropriate for grantees in purpose areas that provide direct service to individuals with JAG funds.

- a The number of individuals (by related crime) arrested during the quarter before the start of the award (July 1 - Sept. 30, 2010)
- b Total number of individuals arrested (by related crime) during the reporting period (October 1 - December 31, 2011)
- c Please select one:

This needs to be checked w/ East.

East Precinct will need to provide these numbers.

LifeWorks and PCT need to determine the line

We expected number of individuals arrested to increase as a result of our efforts

We expected number of individuals arrested to decrease as a result of our efforts

We expected number of individuals arrested to remain stable (no change) as a result of our efforts

We had no expectations about changes in number of individuals arrested of crime as a result of our efforts

PL000098 JAG 2011
BJA PMT Spreadsheet
October 1 - December 31, 2011

Portland's BJA/PMT quarterly questions
for operational JAG award - PL000098

(Questions updated from BJA PMT,
1/19/11)

Not applicable for this reporting period

Document Source: Program records

EPPDS - Prostitution
Coordination Team

What are PPB's records? Who has the file?

- 85 Change in reported crime rates in a community by crime type Outcome
The purpose of this outcome indicator is to measure rates of related crimes in a targeted community.
Appropriate for grantees in purpose areas that provide direct service to communities or organizations
with JAG funds.

- a Number of reported crimes (targeted by JAG funds) during the quarter before the start of the award.
(July 1 - Sept. 30, 2010)
- b Total number of reported crimes (targeted by JAG funds) during the reporting period
(October 1 - December 31, 2011)
- c Please select one:

This needs to be checked w/ East.

East Precinct will need to
provide these numbers

We expected the crime rate to increase as a result of our efforts

We expected the crime rate to decrease as a result of our efforts

We expected the crime rate to remain stable (no change) as a result of our efforts

We had no expectations about the crime rate as a result of our efforts

Not applicable for this reporting period

Document Source: Program records

EPPDS - Prostitution
Coordination Team

What are PPB's records? Who has the file?

86 Type of crimes targeted

- a Homicides
- b Forcible Rapes
- c Robberies
- d Aggravated Assaults
- e Other. Please define

0

0

0

0

Prostitution - x Promoting Prostitution - x Compelling Prostitution - x

EPPDS - Prostitution
Coordination Team

PL000098 JAG 2011
BJA PMT Spreadsheet
October 1 - December 31, 2011

**Portland's BJA/PMT quarterly questions
for operational JAG award - PL000098**

(Questions updated from BJA PMT,
1/19/11)

System improvement activities are efforts to make desired changes in overall practice, policy, or procedures through activities like hiring personnel, providing training or technical assistance, purchasing equipment/supplies or new information systems or conducting research and/or evaluations.

Direct Service is defined as actual service with an individual or community and could take the form of mentoring, counseling, tutoring or investigations. The resulting outcomes of this service delivery may be preventative, interventional or rehabilitative in nature.

Direct Service applies to East Precinct's ARRA JAG project of prostitution prevention OT (now complete) and the LifeWorks contract. Also TOD/GET/OYVP's gang outreach program for ARRA JAG. Questions 84 - 86 apply.



RFP No. POL025

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon
September 30, 2011

REQUEST FOR PROPOSALS

for

**Cultural & Gender Specific Services
for Underage and Adult Sex Workers**

PROPOSALS DUE: October 14, 2011 by 4:00 p.m.

Envelope(s) shall be sealed and marked with RFP # and Project Title.

SUBMITTAL INFORMATION: Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)

Submit the Proposal to:

City of Portland
Bureau of Police
1111 SW 2nd Ave #1406
Portland, OR 97204

Refer questions to:

Commander Mike Lee
Phone: (503) 823-4850
Email: mike.lee@portlandoregon.gov

GENERAL INSTRUCTIONS AND CONDITIONS

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS – The City of Portland seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to ESBs. No goal is set for the use of M/WBE firms, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

CITY SUSTAINABILITY OBJECTIVES – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandonline.com/auditor/index.cfm?c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

ENVIRONMENTAL CLAIMS – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

INVESTIGATION – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL – Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposal given out by City bureaus, employees or agents to prospective Proposers shall not bind the City.

ADDENDUM – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

COST OF PROPOSAL – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

CANCELLATION – The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

LATE PROPOSALS – Proposals received after the scheduled closing time for filing will be rejected as non-responsive and returned to the Proposer unopened.

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the City and a Proposer may be

cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless of how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

CITY OF PORTLAND BUSINESS LICENSE – Successful Proposer shall obtain a current City of Portland Business License prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE – Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EQUAL AFFIRMATIVE ACTION EMPLOYER – Successful Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

EQUAL BENEFITS PROGRAM – Successful Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [City of Portland Resolution #36260]

CONFLICT OF INTEREST – A Proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this Request for Proposal has participated in the contact negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

PUBLIC RECORDS – Any information provided to the City pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192.410 to 192.505). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4) and/or ORS 646.461 et seq. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the city for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

The Chief Procurement Officer has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Proposal "General Instructions and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be

or may become available under ORS Chapter 279.

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

The Portland Police Bureau's Prostitution Coordination Team is a program designed to reduce crime and improve the lives of people caught in the cycle of addiction and criminality. This comprehensive strategy combines resources from the Portland Police Bureau, the Multnomah County District Attorney's office and treatment providers.

The Prostitution Coordination Team (PCT) has added services and strategies to help sex workers to seek alternative means of support and/or to address any drug, alcohol, or other issues. The PCT's efforts extend to both adult and underage sex workers. This program seeks to balance the need for protective services, enforcing laws, and addressing root causes of criminal behavior.

2. BACKGROUND

The Prostitution Coordination Team is a multidisciplinary partnership, which includes: police, the district attorney's office, and treatment service providers. Representatives from each of these organizations meet to discuss chronic offenders at an individual level. This close collaborative effort is changing lives for the better and is an example of how diverse organizations can work together collectively to improve our community.

The successful applicant for the RFP will become part of this collaborative team and will address the needs of sex workers who are chronic offenders or arrestees; and will provide services to help them seek alternatives to sex work, cope with the underlying causes of their criminal behavior, and address their addiction issues.

3. SCOPE OF WORK

The City of Portland, Bureau of Police is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in providing culturally and gender specific services to underage and adult sex workers, and proposes to engage the successful Proposer for the following services: provide treatment and education methodologies designed to provide alternatives to prostitution.

The successful applicant will submit a proposal for a prostitution avoidance program model that will address the needs and criminality of sex workers. Proposals must include:

1. a description of the program model and approach;
2. demonstrated experience working with prostitution, sex workers, government agencies, police, and other parts of the criminal justice system;
3. capacity to provide drug and alcohol treatment;
4. capacity to provide counseling services for trauma, victimization, and self-esteem issues;
5. counseling services to remove barriers to employment, education, housing, or integration into the community;
6. a collaborative, problem solving approach to treatment;
7. knowledge of youth-related issues;
8. a process and outcome evaluation component;
9. a plan on how to integrate and sustain services into their organization;
10. clear, measurable program and performance outcomes; and
11. a timeline detailing implementation timeframes.

4. PROJECT FUNDING

The City will fund the project with a \$140,000 grant from the U.S. Department of Justice (USDJ), Office of Justice Programs (OJP), Bureau of Justice Assistance FY11 Justice Assistance Grant (JAG) Program, which was awarded to the City and the Police Bureau on August 16, 2011. The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work.

5. TIMELINE FOR SELECTION The following dates are proposed as a timeline for this project:

Written proposals due at 4:00 p.m.	October 14, 2011
Announcement of short list Proposers	October 28, 2011
Selection committee recommendation	November 11, 2011
Contract negotiation with successful Proposer	November 18, 2011
Notice to proceed	January 1, 2012

The City reserves the right to make adjustments to the above noted schedule as necessary.

SECTION B

WORK REQUIREMENTS

**1. TECHNICAL OR
REQUIRED SERVICES**

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

1. Develop a prostitution treatment program with a successful modality track record. This program must specifically address sexual trauma/Post-Traumatic Stress Disorder, and have a mental health and cognitive/teaching program to explain life choices.
2. Utilize evidence-based practices or a plan to move toward the utilization of evidence-based best practices.
3. Utilize recognized assessment tools that are based on evidence-based best practices.
4. Integrate employment readiness and job search services into the treatment model.
5. Develop and maintain close ties to transitional housing services (to include wet and dry housing) to aid in offender's sustained recovery.
6. Monitor clients to assure they have successfully engaged into the treatment model.
7. Provide up to six months of continuing care following residential treatment either directly or through referral to community resources.
8. Provide aftercare assistance to include reuniting families, mothers/children, as appropriate and as a high priority.
9. Meet regularly with the Prostitution Coordination Team.
10. Provide mental health and medical care referrals for those clients with those specific needs.

**2. WORK PERFORMED BY
THE CITY**

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed. Specific duties the City will perform include:

- Identification and referral of chronic arrestees with a criminal history involving prostitution.
- Sub-recipient monitoring.

**3. DELIVERABLES AND
SCHEDULE**

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

Deliverables and schedule for this project shall include:

- a. Monthly reports of intake activities.
- b. Monthly progress reports, including program progress, success, problems encountered, and budget.
- c. Monthly reports of participants' progress, including successes, subsequent arrests and

- program expulsion.
- d. Monthly Sub-consultant Payment and Utilization Report submitted by the 15th of each month with invoice (reference Part II, Section C.5 of the RFP).
- e. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) registration.
- f. Documentation as required by City of Portland Office of Management and Finance Financial Planning Division Grants Office.
- g. Quarterly online performance measurements through the Bureau of Justice Assistance website.
- h. Annual performance narrative measurements submitted to the Police Bureau Grants Office.

All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Contractor and any Subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

Definition of sub-recipient: a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a Federal awarding agency (e.g., 10 CFR part 600, 10 CFR part 420, OMB Circulars A-21, A-87, A-122, A-133, the Recovery Act, National Policy Assurances, National Environmental Policy Act, Davis-Bacon/Buy American Act, and flow-down provisions).

4. PLACE OF PERFORMANCE

Contract performance will take place primarily at the successful Proposer's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location or any combination thereof.

5. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work by December 1, 2011.

6. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

7. INSURANCE

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice, or a 10-day written notice for non-payment from the successful Proposer or its insurer(s) to the City.

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

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 the City of Portland, and its agents, officers, and employees are Additional Insureds but only with respect to the successful Proposer's services to be provided under this Contract.

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.

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 negligent acts, errors or omissions 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.

Certificates of Insurance: As evidence of acceptable insurance coverage, the successful Proposer shall furnish insurance certificates to the City at the time signed contracts are returned to the City. The certificate will specify all of the parties who are Additional Insureds and will include a 30-day cancellation clause and a 10-day non-payment clause as identified above. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Special Definition of Term: For all terms and provisions written in paragraphs and subparagraphs 8, 9-9.5, and 10 below, the term "Provider" is used based on the assumption that the successful Proposer for this solicitation will be engaged to perform the work described in this RFP.

8. ACCOUNTS, RECORDS AND INSPECTIONS

8.1 ACCOUNTING

Federal funds used to support work performed in whole or in part may be used in conjunction with other funding sources as necessary to complete projects. However, tracking and reporting on federal funds must be separate to meet the reporting requirements of Office of Management & Budget OMB Guidance. No part of federal funds, as identified by City, shall be commingled in deposits or accounts with other funds or used for a purpose other than that of making payments for costs allowable for federally funded projects. Provider shall implement and revise its financial and accounting systems as necessary to segregate, track and maintain the federal funds apart and separate from other revenue streams. Provider's separate, distinct set of accounts, records, documents, and other evidence must show and support: all allowable costs incurred; collections accruing to Provider in connection with the work, other applicable credits, negotiated fixed amounts, and fee accruals; and the receipt, use, and disposition of all Government property coming into the possession of Provider. Provider is responsible to maintain and may be required to submit backup documentation for all expenditures of funds such items as timecards and invoices. Provider shall provide copies of backup documentation at the request of City.

8.2 INSPECTION AND AUDIT OF ACCOUNTS AND RECORDS

As work performed will be funded, in whole with federal funds, books of account and records relating to the Contract shall be subject to inspection and audit by City, the Federal Government, or their designees at all reasonable times, before and during the period of retention provided for below, in subsection 8.4 below, and Provider shall afford City or the Federal Government proper facilities for such

inspection and audit.
8.3 DISPOSITION OF RECORDS

Except as agreed upon by City, the Federal Government and Provider, all financial and cost reports, books of account and supporting documents, files, data bases, and other data evidencing costs allowable, collections accruing to Provider in connection with the work under the Contract, other applicable credits, and fee accruals under the Contract, shall be available for inspection by City and/or, in any event as City shall direct upon completion or termination of the Contract and final audit of accounts hereunder.

8.4 PRESERVATION OF RECORDS

Except as otherwise provided in the Contract, all other records in the possession of Provider relating to the Contract shall be preserved and retained by Provider for a period of six years after the later of: termination of the Contract, receipt of final payment under the Contract or otherwise disposed of in such a manner as maybe agreed upon in writing by City and Provider.

8.5 REGISTRATION REQUIREMENTS

If Provider is registered in the federal Central Contractor Registration database (<http://www.ccr.gov>), Provider will provide City with its CCR registration number and legal name as entered into CCR. If the Provider is not currently registered, it must do so. In order to register in CCR, valid Data Universal Numbering (DUNS) Number is required. The DUNS Number is assigned by the Dun & Bradstreet, Inc. (D&B)

9. FALSE CLAIMS

Provider shall promptly refer to City for transmission to the funding, federal agency or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor or other person has submitted a false claim under the federal False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

SECTION C

1. INDEX

2. SAMPLE CONTRACT

ATTACHMENTS

Exhibit A First Tier Subconsultant Disclosure Form (submit with proposal)

The Professional, Technical and Expert Services Contract is the City's standard contract and will be used as a result of this selection process. A sample contract can be viewed at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=27067>.

PART II**PROPOSAL PREPARATION AND SUBMITTAL****SECTION A****PRE-SUBMITTAL MEETING/CLARIFICATION****1. PRE-SUBMITTAL MEETING**

There will be no pre-submittal meeting or site visit scheduled for this project.

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is October 7, 2011 by 4:00 p.m.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Commander Mike Lee
Bureau of Police
Portland Police Bureau-East Precinct
737 SE 106th Ave.
Portland, Oregon 97216

E-mail: mike.lee@portlandoregon.gov
Phone: (503) 823-4850

SECTION B**PROPOSAL SUBMISSION****1. PROPOSALS DUE**

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the Proposer. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

2. PROPOSAL

Proposals must be clear, succinct and not exceed twenty(20) pages. Section dividers, title page, and table of contents do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the proposer shall submit: one (1) original printed copy and twelve (12) additional printed copies. If the proposer requests redactions

please submit one (1) unbound printed Redacted Copy. If no redactions are requested please state that in the Cover Letter portion of your submittal. The entire proposal submittal must be received at the place and on or before the time and date specified on the cover page of this RFP document.

REDACTION FOR PUBLIC RECORDS: Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. Proposers are required to submit a redacted copy of their proposal and all attachments. "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

When preparing a redaction of your proposal submission, a proposer must plainly mark, but leave readable, the redactions by highlighting the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the proposal submission (summary is not included in page limitations). **If a proposer fails to submit a redacted copy of their proposal as required, the City may release the proposer's original proposal without redaction.** If the entire proposal is marked as constituting a "trade secret" or being "confidential", at the City's sole discretion, such a proposal may be rejected as non-responsive.

Unless expressly provided otherwise in this RFP or in a separate written communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. The City agrees not to disclose proposals until the City has completed its evaluation of all proposals and publicly announces the results.

Please refer to the GENERAL INSTRUCTIONS AND CONDITIONS for more information about confidential information within public records.

4. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Diversity in Employment and Contracting Requirements
6. Proposed Cost
7. Supporting Information
8. A completed First Tier Subconsultant Disclosure Form (refer to Part II.C.5)

SECTION C

EVALUATION CRITERIA

1. COVER LETTER

By submitting a response, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP) and the Standard Contract Provisions of the Professional, Technical and Expert Services contract.

The Cover Letter must include the following:

- RFP number and project title

- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email address
- statement that no redactions are requested, if applicable

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

BUSINESS COMPLIANCE

The successful Proposer(s) must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

Certification as an EEO Affirmative Action Employer

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of certification requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com>. To apply for certification go to our website at: www.ebidexchange.com/cityofportland.

Non-Discrimination in Employee Benefits (Equal Benefits)

The successful Proposer(s) must be in compliance with the City's Equal Benefits Program as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: www.portlandonline.com. To apply for certification go to our website at: www.ebidexchange.com/cityofportland.

Business License

The successful Proposer(s) must be in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

If your firm currently has a business license, is in compliance with the Equal Benefits Program, and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number, a statement that your firm's Equal Benefits Application has been approved as well as your Equal Employment Opportunity (EEO) expiration date.

2. PROJECT TEAM

Proposers shall demonstrate that they have the qualifications and experience for performing the services outlined in Part I, Section B.

Describe team qualifications and experience with chemical dependency treatment and rehabilitation treatment for prostitutes, including:

- qualifications and relevant experience of primary provider
- qualifications and relevant experience of sub-consultants, if any
- direct work experience with chemical dependency and rehabilitation treatment for prostitutes.
- Names of key members who will be performing the work on this project, and:
 - their responsibilities on this project
 - current assignments and location
 - experience on similar or related projects
 - unique qualifications

- o percentage of their time that will be devoted to the project

Provide key personnel's resumes that demonstrate that the individual(s) meets the qualification and experience requirements for performing the work outlined in Part I, Section B.

3. PROPOSER'S CAPABILITIES

- Describe experience working with prostitution, sex workers, police and other parts of the criminal justice system.
- Describe capacity to provide drug and alcohol treatment.
- Describe capacity to provide counseling services for trauma, victimization, and self-esteem issues.
- Describe experience providing counseling services to remove barriers to employment, education, housing, or integration into the community.
- Describe knowledge of youth-related issues.
- Describe experience working with diverse clients.
- Describe similar projects performed within the last 5 years, which best characterize firm's capabilities, work quality and cost control in chemical dependency and prostitution rehabilitation.
- Describe similar projects with other government agencies.
- Describe firm's resources and facilities available to perform work for the duration of the contract.
- Describe firm's internal procedures and/or policies associated or related to work quality and cost control.
- Describe firm's management and organizational capabilities.
- Describe and provide an example of firm's reporting capabilities and how frequently Project Manager will receive such reports.
- Provide example of firm's success vs. recidivism rates on similar project in the last five (5) years.

4. PROJECT APPROACH AND UNDERSTANDING

The Proposer's approach and understanding of the project are important aspects of the RFP process. The Proposers should provide a clear and concise understanding of the project by describing and clarifying any major issues based upon project information provided in this RFP, including attachment materials identified in Part I, Section C. For each phase of work, the project approach should:

- Describe the proposed curriculum/treatment, the services model and methodology that will be used, and identify the team members who will perform the work.
- Describe or provide a detailed description of firm's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.
- Identify how you envision keeping PCT informed of program's activities, and your approach to working collaboratively with PCT and its partners.

5. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

The City is committed to increasing contracting opportunities for State of Oregon certified minority, women and emerging small business (M/W/ESB) enterprises. The City values, supports and nurtures diversity, and encourages any firm contracting with the City to do the same, maximizing M/W/ESB business participation with regard to all City contracts. As such, the City has established an overall 20% utilization goal in awarding PTE contracts to State of Oregon certified emerging small business (ESB) enterprises. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts. The City has assigned at least 15% of the total points available on this solicitation to this criterion to determine the award of this contract.

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB). Provide a copy of the State of Oregon certification letter confirming receipt of application, or a copy of the approval letter certifying your firm as a State of Oregon M/W/ESB (a copy of this letter does not affect the page-limit identified under Part II, Section B.2 of this document).
- b. Identify your current diversity of work force and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
 - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of State of Oregon certified M/W/ESB firms on this project. Include in your response:
 - Subcontracting opportunities your firm has identified in the scope of this project.
 - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?
 - Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.
 - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing State of Oregon certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal. In addition, **all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1** with their proposal, which requires Proposers to identify the following:
 - The names of **all** subconsultants to be used on this project with subcontracts greater than or equal to \$10,000.
 - The names of all State of Oregon certified MBE, WBE and ESB firms. If firms have more than one certification (i.e., ESB and MBE, and/or ESB and WBE) note that on the form so that proper credit can be given for the ESB goal and for

tracking MBE and WBE utilization.

- The proposed scope or category of work for each subconsultant.
- If Proposers will not be using any subconsultants that are subject to the above disclosure requirements, Proposers are required to indicate "**NONE**" on the First Tier Subconsultant Disclosure Form 1.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals. The City will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer, and the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent originally proposed and submitted in its proposal. The successful Proposer will not be permitted at any time to substitute or add a subconsultant without the prior written approval of the Chief Procurement Officer. ALL subconsultants, including M/W/ESB firms, and first tier subconsultants shall be reported on the Monthly Subconsultant Payment and Utilization Report as well as contract amounts and payments. For reference, a copy of this form may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

6. PROPOSED COST

The proposal shall include the Proposer's true estimated cost or fixed-price estimate for the proposed project approach irrespective of the City's anticipated cost. Additionally this cost shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task.

7. SUPPORTING INFORMATION

Supporting material must include a minimum of **three (3)** references, and may include other information pertinent to the project or work to be performed. References must include the contact person's name, agency, address, phone number, their role in the project (e.g., project manager, etc.), name of the project, and when the work was done.

PART III

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA SCORING

Each proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

Criteria		Maximum Score
a.	Cover Letter	0
b.	Project Team	20
c.	Proposer's Capabilities	20
d.	Project Approach and Understanding	25
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	20
g.	Supporting Information	0
Total Points Available		100

2. PROPOSAL REVIEW

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in the evaluation process.

The successful Proposer shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted written proposals.
- The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- The committee will require a minimum of 10 working days to evaluate and score the written proposals.
- A short list of Proposers, based on the highest scores, may be selected for oral interviews if deemed necessary. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the oral interviews.

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the Portland City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

NOTE: In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a

preliminary determination of whether its proposal will be rejected.

3. CLARIFYING PROPOSAL DURING EVALUATION

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this contract shall be a public record and not exempt from disclosure, including items redacted from the proposal. The form of contract shall be the City's Contract for PTE Services.

3. AWARD REVIEW AND PROTESTS

REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS:

Protests may be submitted to the Chief Procurement Officer only for formal solicitations resulting in contract(s) individually valued at or above the Formal Solicitation Process Dollar Threshold (reference www.portlandonline.com/omf/index.cfm?c=44169&a=74585), and only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the date the City's Notice of Intent to Award, Notice to Short List, or notification for non-responsiveness was issued. The protest must specifically state the reason for the protest and show how its proposal or the successful proposal was miss-scored, or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Chief Procurement Officer may waive any procedural irregularities that have no material effect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.

4. KICK-OFF MEETING

If requested by the City, the successful Proposer shall begin work by attending an orientation meeting to take place within **five (5)** days following execution of the contract. The successful Proposer shall then develop and maintain a comprehensive schedule for all elements of the project.

EXHIBIT A

CITY OF PORTLAND
PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES
FIRST TIER SUB-CONSULTANT DISCLOSURE FORM

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the use of sub-consultants on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal (RFP) requires submission by the Proposer of the First Tier Sub-consultant Disclosure Form. When the contract amount of a first-tier sub-consultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such sub-consultants:

- 1) The sub-consultant's contact information and Employer Identification Number (EIN or FED ID#)
- 2) State of Oregon M/W/ESB designation
(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>)
- 3) The proposed scope or category of work that the sub-consultant will be performing
- 4) The amount of the sub-consultant's contract
- 5) Report all amounts in United States Dollars (USD)

If the Proposer will not be using any sub-consultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

ATTACHMENTS: Form 1: City of Portland PTE First Tier Sub-consultant Disclosure Form

**CITY OF PORTLAND
PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM
(FORM 1)**

This Request for Proposal requires submission by the Proposer of the First Tier Sub-consultant Disclosure Form. When the contract amount of a first tier sub-consultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that sub-consultant.

Proposer Name: _____ Proposer's _____ Total Cost: _____

RFP Number: _____ Project _____ Name: _____

SUB-CONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
Firm Legal Name: Phone #: Email: Fax#: FED ID OR EIN # (No SS#):			\$

NOTE:

- 1) Report all amounts in United States Dollars (USD)
- 2) If the Proposer will not be using any sub-consultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 3) All sub-consultants with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*: <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>.
- 4) Do not enter social security numbers on this form.