



**RFP No. AUD009**

**PROFESSIONAL, TECHNICAL AND EXPERT SERVICES**

---

City of Portland, Oregon  
October 21, 2008

**REQUEST FOR PROPOSALS**

for

**Flexible Services for  
TRANSLATION/INTERPRETATION SERVICES**

**PROPOSALS DUE: November 10, 2008 by 4:00 p.m.**

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

**Submit one (1) original and six (6) complete copies of the Proposal to:**

City of Portland  
Office of the City Auditor  
Attn: Andrew Bryans, Management Assistant  
1221 SW 4<sup>th</sup> Avenue, Suite 140  
Portland, OR 97204

**Refer questions to:**

Diane Betcher, Chief Deputy City Auditor  
Office of the City Auditor  
Phone: (503) 823-4567  
Fax : (503) 823-4571  
e-mail : [dbetcher@ci.portland.or.us](mailto:dbetcher@ci.portland.or.us)

## 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.

**ENVIRONMENTALLY PREFERABLE PROCUREMENT** - In accordance with the City's Sustainable City Principles and the City's Sustainable Procurement Policy, the City of Portland values the use of products or services that minimize the negative human health and environmental impacts of City operations. Therefore, proposers are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view the above City policies go to [www.portlandonline.com](http://www.portlandonline.com) and navigate to "Charter, Code & Policies Documents".

**INVESTIGATION**- The proposer shall make all investigations necessary to inform it 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 conference, 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 Bureau or Office managers, 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 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 shall be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the consultant'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 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 consultant shall obtain a current City of Portland Business License prior to initiation of contract and commencement of the work.

**WORKERS COMPENSATION INSURANCE** – the successful consultant shall be covered by Workers Compensation Insurance or shall provide evidence that State law does not require such coverage.

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER**- 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 the Bureau of Purchases, City of Portland, prior to contract execution.

**EQUAL BENEFITS PROGRAM** – 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 the Bureau of Purchases, City of Portland, prior to contract execution.

**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 contract 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 call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

**CONFIDENTIALITY** – All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). 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.

If a request to inspect the proposal is made, the City will notify the proposer of the request. 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 Purchasing Agent 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 Terms 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 City of Portland provides urban services to meet the public health and safety, transportation, environmental, recreational, planning, and neighborhood livability needs of its citizens and visitors. The City's mission is to be responsive and accessible to its citizens and to continually identify and seize opportunities to improve the quality of life in the community. The City's most important job is to provide service to its citizens and customers. It is imperative that service be provided in a number of different languages.

### 2. BACKGROUND

The City of Portland is seeking assistance with translation and interpretation services to better communicate with Portland residents and customers, and meet the needs of Portland's diverse and growing customer base. Customers frequently need assistance with having information interpreted or receiving translated information in languages other than English. During the last three years for these services, the City spent approximately \$43,000 per year.

The City intends to negotiate and, if successful, award up to three (3) 3-year contracts to provide translation and/or interpretation services for different projects within City bureaus on an as-needed basis. Each contract will not exceed \$50,000 for the three-year term. The anticipated cumulative total for all contracts awarded will not exceed \$150,000. As needed, one of the contracted Proposers will be requested to perform a project; if that contracted Proposer is unable to fulfill the project within the required time, it shall forfeit the project. There will be no guarantee that the maximum dollar limit of these contracts will be reached. Authorization to perform work on these resulting contracts shall be done through mutually signed, written Task Orders.

Translation is defined as expressing written words from one language into written words of another language, retaining the original meaning.

Interpretation is defined as accompanying a speaker by translating spoken words from one language to another in order to make spoken words understood by a group, audience, individual customer on the telephone, in a meeting room, or at a gathering of many people.

### 3. SCOPE OF WORK

The City of Portland is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in providing translation services on an as-needed basis for publication translation, presentation materials, signage, emergency translation, and interpretation services in person and by the telephone. Projects will generally range from a few hundred dollars up to \$5,000. Historically, the City has needs for translation and interpretation services in Vietnamese, Spanish, Russian, French, Somali, and Chinese; other languages that might be necessary to service the growing diversity of the City's customer base are also preferred.

**The successful Proposer(s) is required to be able to provide six core languages (Vietnamese, Spanish, Russian, French, Somali, Chinese), and to make available other languages as required from time to time. Proposers must demonstrate or attest to this requirement or the City may reject, at the City's sole discretion, the Proposal as non-responsive. The City allows and encourages partnership with other firms as subconsultants to meet this minimum requirement.**

Translation and Interpretation Services will be necessary for the following services:

#### **Routine services**

The City requires translation services for routine correspondence, notices, surveys and reports.

### **Publications**

Some of the bureau's publications, mostly brochures, need to be translated and formatted.

### **Signage and Guides**

The City may require assistance with the development of signage and/or guides. The City may also require translation of text for websites.

### **Presentation Materials**

From time to time, the City may need to make presentations to various community and ethnic groups about services offered by the City regarding various rules and regulations. The City will need assistance creating PowerPoint presentations in different languages and assisting with these presentations.

### **Emergency Translation**

In the event of a catastrophic event or some other emergency, the City will require translation services to prepare notifications in the most commonly spoken non-English languages. The City may also require translators from time to time for planned and unplanned public meetings.

As part of translation, the City may also require the services of a successful Proposer(s) to teach foreign-language classes to field staff on a weekly basis.

The services for these projects required by the City are normally of short duration and specific in nature. The successful Proposer(s) will be required to enter into a not-to-exceed Professional, Technical, and Expert Services Contract with the City. There will be no guarantee of any expenditure on this contract, as services will be billed as provided and approved by the City.

Depending upon the scale of the project and its particular needs, successful Proposer(s) may need to demonstrate their ability to undertake such projects using in-house skills or with other sub-consultants as necessary.

## **4. TASK ORDERS**

Individual projects will be assigned as project needs are identified under the contract. Services provided under the contract will be authorized via a written Task Order (see attached Exhibit A) and must be approved by both parties. The using bureau (Bureau) will determine the scope of work for each project and each assigned project shall have a monetary limit, established in writing by the Bureau through negotiation with the contracted Proposer, prior to commencement of work. Such maximum amount may be exceeded only upon the approval of the Project Manager and only for verifiable circumstances unforeseen at the time the project was accepted, or for a necessary change in the scope of work as originally requested by the Bureau. As services are requested as the need arises, there is no guarantee that the total dollar limit of any contract will be reached. Any changes to the cost, scope of work or schedule affecting the specific Task Order must be agreed to by the contracted Proposer and the City in writing as an amendment to the Task Order.

In the event the Bureau and the contracted Proposer are unable to agree upon a maximum monetary limit for a specific project, the Bureau, at the bureau's sole discretion, may terminate negotiations and commence negotiations with the next contracted Proposer on the list and so on until a favorable agreement is reached. Continual difficulties in reaching an agreement on maximum monetary limits for specific projects may result in removal of a Proposer from the list and cancellation of the successful Proposer's contract with the City.

Following each approved Task Order, the City's Project Manager will work directly with the successful Proposer for the duration of the project unless otherwise noted in the Task Order. All work progress reports and invoices shall be submitted to the City's Project Manager.

**5. PROJECT FUNDING**

The anticipated cost for the services described herein is \$150,000 for all bureaus covered by the contract. 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.

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

Written proposals due at 4:00 p.m.	November 10, 2008
Selection committee recommendation	November 19, 2008
Contract negotiation with successful Proposer(s)	November 24, 2008
Notice to proceed – work begins	December 15, 2008

**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(s) shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

- Ability to assist graphic designers with font issues.
- Ability to provide language translations in side by side columns or another format of English and the foreign language, in order to facilitate the work of the graphic designer to layout a brochure in the designer’s software.
- Ability to provide routine translation of materials with a ten (10) day turnaround.
- Ability to provide emergency translation services within twenty-four (24) hours of the request from the City.
- Ability to provide interpretation services at public meetings on-site within twenty-four (24) hours of the request from the City.
- Ability to provide interpretation services on-site upon request from the City on an emergency basis within two (2) hours.
- Ability to provide interpretation services by telephone within two (2) hours of the request from the City.
- Ability to provide these translations in Microsoft Word format, as well as a PDF, Adobe Acrobat 5.0 format with all fonts embedded.
- Have access to the technical equipment and necessary programs to perform work in Microsoft Word, and Adobe Acrobat 5.0 with all fonts embedded.
- Provide services (translation and interpretation) in languages including Vietnamese, Spanish, Russian, French, Somali, Chinese, and possible other languages. Proposers shall provide a list of language capabilities with submitted proposal.

**2. DELIVERABLES AND SCHEDULE**

Deliverables shall be considered those tangible resulting work products, which 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(s) 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. Translated materials are to be in double column Word format and PDF Acrobat 5.0 (all texts embedded and no security) format.
- b. Interpretation at public meetings on-site, or via telephone, as required. Assist with translation of meeting notes, corresponding meeting flip charts, and consultation with meeting facilitators, as required.
- c. Deliverables and schedule for each specific project or task shall be agreed upon prior to a Task Order being issued.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

**3. PLACE OF PERFORMANCE**

Contract performance will take place at the Proposer's facility, at a City facility, at a third-party location or any combination thereof.

**4. PERIOD OF PERFORMANCE**

The City anticipates having the successful Proposer(s) begin work as soon as possible, with submittal of final deliverables to the City occurring by June 30, 2012. The City will have an option to renew these contracts for up to an additional two (2) years.

**5. 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 employees and agents of the successful Proposer(s) 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 employees and agents of the successful Proposer(s) to be escorted to and from any public office, facility or work site if national or local security appears to require it. The successful Proposer(s) is required to sign a Confidentiality Agreement for work performed for the Revenue Bureau, attached as Exhibit B.

**6. 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 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 the insurance coverages, the successful Proposer shall furnish acceptable 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 the 30-day cancellation 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.

## SECTION C

### 1. INDEX

## ATTACHMENTS

Exhibit A      Sample Task Order  
Exhibit B      Sample Confidentiality Agreement

### 2. SAMPLE CONTRACT

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>.

### 3. PROJECT DATA

Samples of some of the publications that will need to be translated can be viewed online at:

- <http://www.portlandonline.com/shared/cfm/image.cfm?id=93020> (Outdoor Projects)
- <http://www.portlandonline.com/shared/cfm/image.cfm?id=93021> (What Plans)
- <http://www.portlandonline.com/shared/cfm/image.cfm?id=93026> (Woodstoves)
- <http://www.portlandonline.com/shared/cfm/image.cfm?id=92732> (Permit Night)

## 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 e-mail or fax, to the person listed below. **The deadline for submitting such questions/clarifications is November 3, 2008.** 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.

Diane Betcher, Chief Deputy City Auditor  
City of Portland  
Office of the City Auditor  
1221 SW 4<sup>th</sup> Avenue, Suite 140  
Portland, OR 97204

Phone: (503) 823-4567  
Fax: (503) 823-4571  
e-mail: [dbetcher@ci.portland.or.us](mailto:dbetcher@ci.portland.or.us)

### 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 10 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. 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

## 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 addresses

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

#### BUSINESS COMPLIANCE

The Proposer 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**

All Proposers must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. Failure to receive EEO certification prior to the date and time of bid opening may result in delaying the award of the contract. Details of certification requirements are available from the Bureau of Purchases, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com/omf/purchasing>

##### **Non-Discrimination in Employee Benefits (Equal Benefits)**

Proposers are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to contract award; otherwise your proposal may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

Fill out the form properly. You may call the Bureau of Purchases at 503-823-6855 to ensure you correctly complete the form. You may also call the contact listed on the front page of this solicitation document for assistance.

There are five options on the Worksheet/Declaration Form to pick among. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non

Compliance. Select the option that is true of your company's standing at the time you submit your proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.

Option D is only used if you have an official waiver from the City. Waivers are only issued by the Bureau of Purchases.

The Form provides the City your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

### **Business License**

All Proposers 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. 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 and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number as well as the Equal Employment Opportunity (EEO) expiration date.

## **2. PROJECT TEAM**

The Proposer shall provide information relating to the firm's (and any subconsultant's) experience, capabilities and resources in relation to managing and performing translation and interpretation services and should describe things such as:

- Extent of company's principal member's involvement.
- Number of people on staff or available to be assigned tasks on an on-call basis to the City.
- Qualifications and relevant experience of prime consultant.
- Qualifications and relevant experience of sub-consultants, if any.
- Project manager's experience with similar projects.
- 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.

Describe or provide a detailed description of firm's approach to overall management and coordination of activities described by the scope of work, including management objectives and techniques that demonstrate how the work requirements will be met.

Please describe how the Proposer is prepared to respond promptly to requests for services from multiple City bureaus and how any problems or changes to scopes of work associated with a project will be handled.

**3. PROPOSER'S CAPABILITIES**

The translators for the successful Proposer(s) will preferably possess certification and/or accreditation from recognized organizations such as the American Translators Association (ATA) or a similar organization.

The successful Proposer(s) is required to be able to provide six core languages (Vietnamese, Spanish, Russian, French, Somali, Chinese), and to make available other languages as required from time to time. Proposers must demonstrate or attest to this requirement or the City may reject, at the City's sole discretion, the Proposal as non-responsive. The City allows and encourages partnership with other firms as subconsultants to meet this minimum requirement. Please provide list of all languages covered by Proposer with own staff and/or subconsultants.

Provide information relating to the firm's experience, capabilities and resources in relation to the project and describe such things as: experience with similar projects, resources available, internal procedures and/or policies relating to work quality, cost control and organizational management. If the Proposer can achieve cost efficiencies due to prior experience with translation projects, please advise.

Please provide three (3) examples of translation work product concerning similar projects performed within the last three years, and describe similar projects with other public agencies that best characterize capabilities, work quality and cost control, resources available to perform the work during the duration of the project and your firm's procedures related to work quality and cost control.

**4. PROJECT APPROACH AND UNDERSTANDING**

The Proposer's understanding and approach to the project is an important aspect of the RFP process. The Proposers should provide clear and concise understanding of the project by describing and clarifying any major issues based upon project information provided in this RFP. For work items described in Part I, Section B, the project approach should:

- Describe the methodology that will be used to accomplish the proposed work tasks and activities, and identify the team members who will work on each task.
- Describe the proposed work products that may result from each task or activity.
- Identify points of input and review with City staff.
- Identify typical time frames estimated to complete various tasks.
- Identify how rush jobs and emergency services might be managed and provided.

**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 and has assigned at least 15% of the total points available on this solicitation to determine the award of this contract. 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.

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).
- b. Identify your current diversity of workforce 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 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 certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals, and will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer.

## 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.

The proposal shall also include an estimate for the following for translations from English to Spanish, Russian, Vietnamese, French, Somali, and Chinese, as well as other languages, as required (may be translated from another language to English):

### Cost Breakout:

- Cost per word per language for publication translation
- Cost per word per language for presentation material translation
- Cost per word per language for guide and signage translation
- Cost per hour for translator's service on emergency basis
- Cost per hour for interpretation service on emergency basis

- Hourly cost for on-site interpretation services in 15 minute increments
- Hourly cost for telephone interpretation services in 1 minute increments

**Adjustment of Labor Rates:**

Each year the contract is in force, hourly rates may be adjusted annually to an amount not to exceed the average inflation rate for the Portland Metropolitan Area as determined from the US Department of Labor statistics and certified by the City of Portland Auditor. Other than the impact of inflation as described above, compensation rates may not be increased.

# 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	15
c.	Proposer's Capabilities	25
d.	Project Approach and Understanding	20
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	25
	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 of the committee members 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 evaluating proposals.

The successful Proposer(s) shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of 7 working days to evaluate and score the written proposals.
- d. 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.
- e. 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 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 shall 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 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**

During the evaluation process, the City has the right to require any clarification or change its needs in order to understand the Proposer's view and approach to the project and scope of the work.

**SECTION B**

**CONTRACT AWARD**

**1. CONSULTANT SELECTION**

The City will negotiate and, if successful, will award a contract to the highest scoring Proposer and may, but is not required to, select up to two additional Proposers, based on their scores, for contract award as well. Should the City not reach a favorable agreement with the highest scoring Proposer(s), at the City's sole discretion, the City shall terminate negotiations and commence negotiations with the next highest scoring Proposer and so on until a favorable 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(s) may become a part of the final contract. 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 and meeting the requirements of ORS 192.501(2) 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 OF CONTRACT AWARDS:

Protests may be submitted to the Purchasing Agent only for contracts in excess of the formal limit established by the City Auditor (reference <http://www.portlandonline.com/omf/index.cfm?a=74585&c=27353>), and only from those Proposers who would receive the contract if their protest were successful.

Protests must be received by the Purchasing Agent within seven (7) calendar days UNLESS OTHERWISE NOTED following the date of the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. The contract award process will be put on hold until the protest has been resolved.

Timely protests 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 Purchasing Agent may waive any procedural irregularities that had no material affect 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 Purchasing Agent shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Purchasing Agent are final and conclude the administrative appeals process.







**CITY OF PORTLAND**  
 OFFICE OF MANAGEMENT AND FINANCE  
**Tom Potter, Mayor**  
**Kenneth L Rust, Chief Administrative Officer**

**Revenue Bureau**  
**Sue Klobertanz, Director**  
 111 SW Columbia St., Suite 600  
 Portland, Oregon 97201  
 (503) 823-6881

**Revenue Bureau Confidentiality Requirement for Agents/Contractors**

**As a condition of your access to the Revenue Bureau’s work space or other duties, you must read this information, have it explained to you, and acknowledge your receipt of related policies and materials and certify that you understand and will comply with their requirements and intent.**

The Revenue Bureau maintains confidential and sensitive data and files to perform its many functions. The following codes, rules and policies pertain to non-disclosure requirements that are required of all agents or contractors of the Revenue Bureau:

City of Portland                      7.02.230, 7.02.240, 7.05.250, 7.02.255, 7.02.730  
 Revenue Bureau Conflict of Interest Policy, Revenue Bureau  
 Confidentiality Policy

Multnomah County                12.230, 12.240, 12.250, 12.255, 12.730  
 ITAX Admin Rules 11-607, 11-608, 11-699

**Revenue Bureau Confidentiality Oath**

I have read the attached disclosure notices and policies and understand that I am prohibited from divulging, releasing or making known to any person any financial information or taxpayer identification number (including Social Security Number) contained in any account record, any business income tax, personal income tax, and/or business license application or return that I may have access to as part of my contract with the City of Portland or Multnomah County, unless that person is authorized to receive such information as provided by the Business License Law, the Business Income Tax Law, or the Personal Income Tax Law, or any other appropriate law or regulation.

I further understand that if I am found guilty of violating the confidentiality section of the City of Portland Business License Law, the Multnomah County Business Income Tax Law or the Multnomah County Personal Income Tax Law, I can be fined, imprisoned and/or have my contract terminated with the City or Count and will be ineligible for participation in any City or County contract for a period of five (5) years thereafter.

Additionally, I further understand that violating the Revenue Bureau Conflict of Interest Policy or using Revenue Bureau data, information or computer access in a manner damaging to the Bureau or division’s reputation or operating integrity, including the release of sensitive information such as social security numbers or driver license numbers may also result in contract termination.

\_\_\_\_\_  
 Agent Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Agent’s Name (Print)

\_\_\_\_\_  
 Explained by

Access Authorized:

City/County Business Income Tax Database	____ Primary	____ Incidental
City/County Personal Income Tax Database	____ Primary	____ Incidental
Utility Customer Services Database	____ Primary	____ Incidental
Other Access (please explain below):		