City of Portland, Oregon
PRIME CONTRACTOR DEVELOPMENT PROGRAM

A Manual for Participants

Prepared by the
Office of Management and Finance,
Bureau of Internal Business Services
Procurement Services

Christine Moody,
Chief Procurement Officer

2012

MESSAGE FROM THE CHIEF PROCUREMENT OFFICER, CHRISTINE MOODY

Dear Program Participant:

Welcome to the City of Portland's Prime Contractor Development Program! With the implementation of the Portland Plan, the City of Portland recognizes that advancing equity must be at the core of our plans for the future and must include a framework for equity to improve City operational and business practices, support actions that promote accountability, close disparity gaps and increase access to opportunities to advance well-being and achieve full potential of its citizens.

This program has been developed in response to the 2009 Disparity Study where there was evidence of disparities in the utilization of minority and women as prime contractors on City construction contracts. Our goal is to foster the growth of a contractor's ability to increase capacity and become better equipped to perform on larger public improvement projects with the City and other governmental entities. Those contractors that hold a State of Oregon Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Emerging Small Business (ESB) certification and are licensed and are willing to commit to work as a prime contractor in the areas of sewer construction, water construction, street improvements or building alteration and building construction are eligible to participate in this program.

This manual is designed to illustrate program standards and processes and help answer some frequently asked questions. We look forward to working with you throughout the program and in the future.

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CHAPTER I

OVERVIEW

Mission: *Provide strategic responsible public contracting services to deliver the best value for our customers.*

On June 22, 2011 City Council adopted Resolution No. 36868 directing Procurement Services to work with the Fair Contracting Forum (FCF), other interested organizations, City bureaus and the Portland Development Commission (PDC) to review the guidance provided by the 2009 Disparity Study and bring forward recommendations that would expand and strengthen the City's equity programs.

Phase 1 of the Disparity Study Implementation Project began in August 2011 and continued through January 2012. This effort brought together various community stakeholders including contractors, consultants, and representatives from interested organizations, as well as City and PDC staff to develop program-specific recommendations on five programmatic areas: workforce training and hiring; good faith efforts; prequalification; and new small business programs for construction (formally Sheltered Market Program) and professional, technical and expert services. After many hours spent pouring over a myriad of documents, hearing from contractor groups, staff members and surety firms, recommendations came forward. From the work of these insightful people, we received recommendations that were impressive and far-reaching. Because of the work of the small business program workgroup, we are able to bring forward the new Prime Contractor Development Program.

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GOALS AND OBJECTIVES:

This program is for **Prime Contractors Only.** The goals of the Prime Contractor Development Program are to increase the participation and capacity of disadvantaged prime contractors, (including minority and women owned firms) to perform work on the City's public works and improvement projects; and to address and correct the historical underutilization of minority prime contractors on City projects. In working toward these goals, the City has two specific objectives: (1) develop an orderly and efficient method for awarding the work; and (2) provide educational, training and mentoring opportunities and technical assistance for the program participants. The Prime Contractor Development Program is not intended to sustain participants' businesses, thus participants are expected to bid on and work on other government agency and private industry projects.

AUTHORITY:

ORS §279A.100 (permitting contracting practices designed to promote affirmative action goals, policies or programs for disadvantaged or minority groups); Portland City Council Resolution No. 36944 (passed on June 28, 2012; authorizing the adoption of rules and procedures to implement the Social Equity Contracting Strategy including the Prime Contractor Development Program).

The Chief Procurement Officer shall have the authority to waive minor irregularities and make situational exceptions that may be in the best interest of the individual program participant or will provide the best outcome on behalf of the City.

PROGRAM OVERVIEW:

The City's new construction program involves a four-tiered approach for projects estimated up to and including $1 million. The goal of this Program is to move the contractors through the four tiers as their business is capable by providing them with educational opportunities and technical assistance coupled with comparable contracting experience with some City projects. The work to be provided by the City will be within four distinct work categories: sewer construction, water construction, street improvements or building alteration and building construction.

By applying to be a participant of this Program, the applicant is making the commitment to abide by the policies and procedures governing the operation of this Program and to operate in accordance with State law and City Code. The City will work to provide the necessary training, educational offerings and work opportunities to support the Prime Contractors (Contractors) as they matriculate through the Program. All

educational and training offerings and technical assistance are specifically tailored to be building blocks in order to better equip the Contractors in their work as prime Contractors and will be enrolled in a number of different training classes, some of which will be mandatory while others may be optional. Contractors must pay close attention to all communications coming from the City's Program Coordinator regarding programmatic offerings and requirements.

The City anticipates accepting applications on an annual basis, but reserves the right to open the application process earlier as needs arise. Further, the number of applicants accepted into the Program will be at the sole discretion of the City.

PROGRAM PERFORMANCE MEASURES:

The following performance measures will be tracked in the Prime Contractor Development Program:

1. Number of applications received during open enrollment (Goal is 30)

2. Number of minority contractor applicants accepted into Tier 1 (Goal is 15) and Tier 2 (Goal is 10)

3. Number of women-owned contractor applicants accepted into Tier 1 (Goal is 5) and Tier 2 (Goal is 5)

4. Number of projects placed into Tier 1 and Tier 2 of the Program compared to projects of the same dollar value not in the Program based on availability

5. Number of minority and women contractors obtaining contract(s) in Tier 1 and Tier 2 (Goal is 50%)

6. Number of Tier 2 contractors successfully completing the Interise StreetWise 'MBA'™ Program compared to those contractors that entered the StreetWise 'MBA'™ Program (Goal is 2/3 of the participants)

7. Number of participants reporting an increase in their gross annual receipts after one year in the Program (Goal is 10%)

8. Number of contracts obtained by Program participants from other sources (other government agencies or private industry) (Goal is 20%)

EQUITY LENS:

In conjunction with the City's focus on Social Equity in Contracting, an Equity Lens is added to the review of the Prime Contractor Development Program and will be used to review the Program in the years to come. The City will review its progress and mitigate any issues that arise as the program progresses.

1. Does the Program expand opportunity for minority and women contractors?

2. Does the Program effect systemic change?

3. The 2009 Disparity Study provided evidence of disparities in the utilization of minority and women as prime contractors on City construction contracts. Does the Program address this disparity?

4. Does the Program have any unintended consequences for certain populations and/or communities? Are there strategies to mitigate any negative impacts?

CHAPTER II

STANDARDS AND PROCESSES

GENERAL APPLICATION REQUIREMENTS:

To be eligible for the Prime Contractor Development Program, all applicants shall:

1. Be identified by the State as a general contractor within one of the City's four (4) specific categories (sewer construction, water construction, street improvements and building alteration/construction)

2. Hold a State of Oregon MBE, WBE or ESB certification

3. Have been in business a minimum of three (3) years

4. Be able to provide the necessary financial statements to the City's third-party consultant and be found financially solvent in order to be awarded a place within the Program

5. Be able to pass the City's Commercially Useful Function Review

APPLICATION PROCESS:

Consideration for admission to the Prime Contractor Development Program is limited to those Prime Contractors meeting the above requirements. The City's application process is a multi-step process designed to provide the necessary information about the Applicant, his/her business and the areas in which the applicant might need to concentrate.

A. Written Application: The written application is divided into eight (8) distinct sections as follows:

1. Construction Equipment – Provide the answers as indicated. Please keep in mind there is no one "right answer" as there are different ways to manage the on-going need for construction equipment.
2. Experience of Company Owners/Principals – It is helpful to know and understand the depth and breadth of experience provided by a firm's principals.
3. Bonding – The City requires payment and performance bonding capacity for all construction bids on projects with an estimated value greater than $150,000; therefore it is important the applicant include a copy of the letter from their surety company that indicates the Prime Contractor's bonding limits. The City will not grant bidding limits in excess of the "per project" bonding amount stated within the letter from your surety firm.
4. Banks, Equipment Suppliers and Material Suppliers – Provide the names, addresses of the banks and equipment and material suppliers with whom the firm has previously worked with on a majority of the projects conducted over the past three (3) years. Also, provide the name of the contact person for each of the bank/suppliers. DO NOT include any bank account numbers, etc.
5. Experience Questionnaire – Project history is an important predictor of the future therefore, an experience questionnaire has been provided. Applicants are to identify project history that reflects experience in one of the four classes of work covered under this Program. Project history references must have been performed by the applicant's own work force. Be sure to include a contact name and phone number for each project.
6. Business Entity Information – Applicant will need to identify the business entity information that suits their firm; all others may be left blank. Be sure to answer the questions following this section as they pertain to the Applicant's firm.
7. Additional Business Information – Applicants must complete this section and if any explanation or response is required, feel free to include additional pages. Be sure to identify the Section and question in any attachments.

8. Affidavit – Application Affidavit must be signed by the appropriate signatory and/or authorized party. This affidavit is verifying that the information provided in the Applicant's submittal is correct and true to the best of their ability.

An original copy of the application must be submitted to the City's Program Coordinator on or before the specified deadline date. Applications will not be accepted via fax or email transmission.

B. Committee Review: A committee made up of community and City staff members will be selected by the Chief Procurement Officer to review all applications to the Prime Contractor Development Program. The Committee will have the authority to review and assess the standing of any Prime Contractor applying for a position within the Program. Should the Committee require additional information, it may request additional information from the Applicant; if the information is deemed insufficient or not received by the Committee, the Committee may deny the Prime Contractor entrance into the Program. Applications will be evaluated based on experience of principal individuals in the company; project history representative of work to be performed in the PCDP; historically disadvantaged or underrepresented prime contractors (including racial and ethnic minorities and women); City of Portland business resident; business longevity; ownership and control; performance and integrity; applicants business goals.

C. Commercially Useful Function: All City of Portland Prime Contractors that apply and are accepted into the Prime Contractor Development Program must perform a Commercially Useful Function (CUF), and as such shall be subject to a CUF Review. A business performing a CUF is one that does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract
2. Carries out its obligation by actually performing, managing or supervising the work involved
3. Performs work that is normal for its business, services and function
4. Is not subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

The CUF Review will be performed by Procurement Services staff members by conducting on-site reviews as well as conformance with the written application. The City will determine compliance with the Commercially Useful Function requirement by applying the above principles. If the resulting contractual agreement erodes the ownership, control or independence of the Prime Contracting firm or does not meet the Commercially Useful Function requirements, the Prime Contractor will not be allowed to receive credit towards his contractual goal for that specific tier. Failure to pass the CUF Review at any time will render the contractor ineligible for participation in the Prime Contractor Development Program.

D. Third Party Review of Applicant's Financial Statements: All requested financial statements and the completed application will be reviewed by the City's third party reviewer. Upon review, the documents will be returned to the Prime Contractor. No financial documents will be received by, nor retained by the City. Failure to pass the Third-Party Review will render the contractor ineligible for participation in the Prime Contractor Development Program.

GENERAL PROGRAM REQUIREMENTS:

The Prime Contractor must remain in good stead throughout his/her involvement in the Prime Contractor Development Program. The following are the general requirements that must be maintained throughout the Prime Contractor Development Program:

1. The Prime Contractor must be licensed and committed to performing as a Prime Contractor.

2. The Prime Contractor must maintain State Certification as a MBE, WBE, or ESB firm.

3. The Prime Contractor must perform the full percentage of work that would be normal under industry standards and practices, typically beginning at 51% in Tier 1 and Tier 2. Unless otherwise specified in the bid specifications, a bid will be rejected as non-responsive if the percentage of work to be performed will be less than so specified.

4. The Prime Contractor must bid on three projects in their listed category of work within one calendar year.

5. The Prime Contractor shall adhere to the terms of the Oregon Administrative Rules (OAR); Section 445-050-0020 pertaining to the firm's independence from the use of non-MBE/WBE/ESB contractor's equipment and employees and any dependence on those firms.[1]

6. For all projects exceeding $150,000, the Prime Contractor will be required to provide a performance and payment bond for the amount of the bid.

7. Prime Contractors must comply with all State and local contracting laws, policies and procedures.

8. Prime Contractors must commit to soliciting bids from other M/W/ESB contractors for sub-contracting opportunities, and will be required to demonstrate and document its good faith efforts to utilize M/W/ESB contractors when appropriate.

9. The Prime Contractor must meet the business requirements and Terms and Conditions of all City of Portland contracts, including but not limited to:

   - Compliance with the Americans with Disabilities Act
   - City business license requirements
   - Equal Employment Opportunity certification requirements
   - Equal Benefits compliance
   - Warranty and maintenance bonding requirements
   - Insurance requirements (i.e., minimum commercial general liability coverage limit of $1 million, 2 years completed operations endorsement, the City of Portland named as additional insured, builder's risk or builder's risk installation floater, minimum auto liability coverage limit of $1 million, statutory worker's compensation limits)

PROGRAM BY TIER:

The goal of the Program is to provide increasing levels of work experience for the Prime Contractors through successful progression in four programmatic tiers. Work and activities for this Program will be determined by the tier to which each Prime Contractor is assigned. City projects will be incorporated into the tiers based upon the estimated construction value of each project. Prime Contractors will be evaluated annually for their eligibility and capacity to progress to the next higher tier. The review will be performed by the Prime Contractor Development Committee.

The following tier structure shall apply to the Prime Contractor Development Program:

Table 1

[1] The City reserves the right to conduct its own investigation as to whether your company complies with City regulations and the Oregon Administrative Rules.

	TIER 1	***TIER 2***	***TIER 3***	***TIER 4***
Open to:	M/W/ESB	M/W/ESB	M/W/ESB	M/W/ESB
Previous 2 Years Gross Annual Receipt	< $1,700,000	>$1,700,000	TBD	TBD
Time in Tier Not To Exceed	3 years	2 years	TBD	TBD
Project Value Range in Tier	$5,000 to $150,000	$ 150,001 to $350,000	$350,001 to $500,000	$500,001 to $1,000,000
Minimum Self-performance Requirement	51%	51%	40%	35%

Tier 1:
Prime Contractors must meet all of the previously mentioned criteria and must have gross annual receipts of $1.7 million or less for the previous two (2) years.

- Must be certified by the State of Oregon as MBE, WBE, or ESB
- Must participate in mandatory training and any one-on-one technical assistance requested by the Program Coordinator
- The maximum time in this Tier is three (3) years
- May subcontract no more than 49% of the project work
- Shall participate in a rotation process for bidding depending on the number of projects available and the availability of contractor's to bid the work
- If there are 2 or fewer bidders for a particular project, the project may be opened to Tier 2 contractors, with Tier 1 contractors also allowed to bid

Tier 2:
A Prime Contractor's gross annual receipts must exceed $1.7 million and meet the State's certification requirements for M/W/ESB.

- Prime Contractors involved in Tier 2 will not be allowed to bid on Tier 1 projects, unless said projects have been waived into Tier 2 as provided above.
- Tier 2 contractors may also participate in a bid rotation
- May subcontract no more than 50% of the project work
- Must participate in mandatory training and any one-on-one technical assistance requested by the Program Coordinator
- Must participate in Interise "Street Wise" 'MBA'™ curriculum. Failure of the contractor's business owner(s) to participate in and complete this program shall be grounds for dismissal from the program
- The maximum time in this Tier is two (2) years

Tier 3: To be determined.

Tier 4: To be determined.

CRITERIA FOR SUSPENSION OR REMOVAL:

At the sole discretion of the City, a Prime Contractor may be temporarily suspended or permanently removed from the Prime Contractor Development Program for the following:

1. Is no longer a State Certified MBE, WBE or ESB firm

2. Failure to attend mandatory training

3. Violation of state and/or local contracting laws (i.e., failure to pay subcontractors for work performed on a project after receiving payment, violating any Oregon Administration Rule, etc.)

4. Failure to submit required reports (i.e., annual Federal Income Tax filings, equipment rental agreements, etc.)

5. Failure to accept technical assistance when requested by the City

6. Subcontracting work to others in excess of the allowable limit or in a division of work disclosed at bid time as self-performing

7. Failure to bid three (3) projects in their category of work in a one (1) year period if bid opportunities were available

8. Establishing a history of poor work performance

9. Failure to pass a CUF Review at any time throughout Contractor's participation in the Program

10. Failure, in the City's sole good faith judgment, to remain an appropriate or viable participant in the Program

Prior to the Prime Contractor's firm being suspended or permanently removed from the Prime Contractor Development Program, the Prime Contractor will be counseled regarding the issues at hand. If the issue persists, a Notice to Cure will be sent to contractor providing for correction within 30 days. If, over a period of 30 days, the issues have not in the sole judgment of the City improved substantially or been mitigated, the prime contractor will be notified in writing of its removal or suspension from the Program.

CHAPTER III

CLARIFICATIONS, APPEALS AND PUBLIC RECORDS REQUESTS

CLARIFICATIONS AND/OR APPEAL PROCESS:

Questions and clarifications:
Questions and clarifications may be sought by a Prime Contractor involved within the Program at any time. A Prime Contractor may also at anytime seek additional clarification or debriefing, request an opportunity to review their work within the Program with City staff or review bidding procedures with City staff. To request additional clarification or information, the Prime Contractor should contact the City's Program Coordinator.

Appeals for Application Decision:
If a Prime Contractor's application is denied at any stage of the application process, the denial may be appealed as set forth herein. The applicant must submit a written appeal to the City within seven (7) business days after issuance of the City's notification denying the applicant. Appeals must include the basis for the appeal and be addressed and delivered to the Chief Procurement Officer. The Chief Procurement Officer will review all appeals and will issue a written decision. The decision of the Chief Procurement Officer is final and concludes any further administrative remedy.

Appeals for Temporary Suspensions:
Following receipt of the formal temporary suspension letter from the City, a Prime Contractor shall have seven (7) days after the issuance of the suspension letter in which to file a formal request for reconsideration. A Prime Contractor who feels they have been adversely affected or aggrieved by the action must submit a request for reconsideration in writing to the Chief Procurement Officer. The request for reconsideration must be specific and shall address the same issues identified within the suspension letter and may identify a circumstance or circumstances unknown to the City. The Chief Procurement Officer will review all requests for reconsideration and will issue a written decision. The decision of the Chief Procurement Officer is final and concludes any further administrative remedy.

Appeals for Permanent Removal:
Following receipt of the City's formal permanent removal letter, a Prime Contractor shall have seven (7) business days after the issuance of the removal letter in which to file an appeal. A Prime Contractor who feels they have been adversely affected or aggrieved by the action must submit a formal appeal in writing to the Chief Procurement Officer. The appeal must be specific and shall address the issues identified within the removal letter and shall put forth any additional information that may be pertinent to the appeal. The Chief Procurement Officer shall review any appeals for permanent removal and shall issue a written determination. Alternatively, the Chief Procurement Officer may forward the appeal to the Purchasing Board of Appeals. The decision of either the Chief Procurement Officer or the Purchasing Board of Appeals is final and concludes any further administrative remedy.

Board of Appeals:
In accordance with Portland City Charter Section 2-103, City Council created the Purchasing Board of Appeals to provide for the prompt, effective and efficient resolution of appeals and protests of Affected Persons in regard to City decisions. The City Council delegates its authority to conduct a hearing to the Chief Procurement Officer.

PUBLIC RECORDS:

The Prime Contractor's personal information may be made available to the Prime Contractor at anytime, however the personal records of other contractors will not be immediately open to inspection and will be subject to the Oregon Public Records Act and may be opened in a manner to avoid disclosure of contents to competing contractors. The City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act.

Prime contractors involved within the Prime Contractor Development Program shall designate the information they consider exempt or conditionally exempt from disclosure by stamping the word "Confidential" on such documents or by otherwise indicating the documents are considered to be

confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. However, the City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

Any information provided to the City shall be subject to the Oregon public records laws ORS §192.410 to 192.505and, except as provided above, shall be subject to public disclosure. See also PCC §5.33.470.

CHAPTER IV

EDUCATIONAL OPPORTUNITIES AND TECHNICAL ASSISTANCE

TRAINING AND EDUCATIONAL OPPORTUNITIES:

Training and education will prove to be valuable to the Prime Contractors involved in this Program. The mandatory listing of coursework is designed to further the Prime Contractor's knowledge and understanding within the contracting field. These courses are an important aspect in the Prime Contractor Development Program. Failure to attend a scheduled mandatory course will place the Prime Contractor's standing within the Program in jeopardy. The following listing of training/technical assistance classes may be provided to PCDP Contractors:

Tier 1:

- Project Management/Orientation meeting-Mandatory
- Bonding Education Program-Mandatory
- Oral and Written Communication Class -Mandatory

Course offerings will be subject to change.

Tier 2:

- Interise MBA Program-Mandatory
- Project Management/Orientation meeting-Mandatory

Tiers 3 and 4:

TBD

TECHNICAL ASSISTANCE:

In addition to the above listed mandatory training, the City may also provide the following unique assistance in the form of one-on-one training. Technical Assistance will not be considered an expectation but used as a way to provide a Prime Contractor with intensified training in one specific area where the Prime Contractor is challenged; not all Prime Contractors will need or require such assistance. The training may be provided as the need arises but may be limited by time, budgetary restraints, etc. Such training may include but not be limited to:

- Computer Training: Windows, Word, Excel, Outlook, MS Project, Power Point, Access and QuickBooks
- Bidding and Estimating assistance
- Project Management assistance
- Accounting/Bookkeeping, Certified Payroll, Scheduling, Record Keeping, and RFI & Change Order Training
- Other assistance/training deemed necessary

CHAPTER V

RESOURCES, REFERENCES, AND DEFINITIONS

RESOURCES:

EMAIL AND WEBSITE RESOURCES:

Procurement Services website address	www.portlandoregon.gov/purchasing
Posting of formal bids to Procurement Services' Website	www.ebidexchange.com/cityofportland
Equal Employment Opportunity information and Certification	www.ebidexchange.com/Default.aspx?cid=29130b54-1216-42e9-ba83-92eb13d1447e
Minority-owned, Woman-owned and Emerging Small Business (M/W/ESB) Information (to search for qualified Vendors, check status of a vendor)	www4.cbs.state.or.us/ex/dir/omwesb/

The following people are available to help Prime Contractors through the application and activities involved in the Prime Contractor Development Program:

Chief Procurement Officer	Christine Moody	503-823-1095
Procurement Manager	Barb Gibson	503-823-7665
Contractor Development Supervisor	Loretta Young	503-823-6850
PCD Program Coordinator	Eugene Jackson	503-823-9166

REFERENCES:

DEFINITIONS AND ABBREVIATIONS:

Affected Person	a person whose ability to participate in a procurement or public improvement contract is adversely affected by the City
Agent	one who is authorized to act for or in place of another; a representative.
Amend	to make right; to correct or rectify; to change the wording of; to alter formally by adding or deleting a provision or by modifying the wording.
Attachment	the act of affixing or connecting; something (i.e., a document) that is affixed or connected to something else.
Audit	A formal examination of an individual's or organization's accounting records, financial situation, or compliance with some other set of standards:
Authorized Representative	the owner of a sole proprietorship, a partner in a firm or partnership, or, a person authorized to bind a corporation's board of directors.
Cancel	to terminate a promise, obligation, right, or solicitation
Cancellation clause	a contractual provision allowing one or both parties to annul their obligations under certain conditions.
Certificate of Insurance	a certificate submitted by the consultant verifying that the consultant's insurance complies with the insurance requirements stated in the proposal and contract documents
Chief Procurement Officer	the individual in charge of the Procurement Services Division of the Office of Management and Finance, Bureau of Business Services
Closing	The date and time announced in the City's solicitation document as the deadline for submitting proposals or qualifications.
Commercially Useful Function (CUF)	A business performing a CUF is one that is responsible for the execution of a distinct element of the work of the contract: • Carries out its obligation by actually performing, managing or supervising the work involved • Performs work that is normal for its business, services and function • Is not subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices
Competition	an open process where at least three (3) or more proposers are given the opportunity to provide proposals or qualifications in response to the bureau's request for proposals, request for information or request for qualifications.
Competitive Bidding	a selection process that involves an advertised public notice, issuance of a written solicitation document inviting persons to submit written, signed,

	and sealed bids that are received in Procurement Services and publicly opened at a designated time and place
Contract amendment	a mutually agreed addition to, deletion from, correction or modification of a contract.
Contract execution	contract execution occurs when the contract is signed by any mark, work, or symbol, in ink, with the intent to be bound, by an authorized representative of a bidder or proposer and the City.
Cost	something of value received by a promisor from a promisee; consideration is necessary for an agreement to be enforceable.
Cost estimate	The City's most recent pre-bid, good faith assessment of anticipated contract costs, consisting of either the estimate of an architect, engineer or other qualified professional, or confidential cost calculation worksheets, where available, or formal planning or budgetary documents
Disqualification	the preclusion of a person from contracting with the City for a period of time in accordance with PCC Section 5.34.530 or this Manual.
Emergency	circumstances that: • Could not have been reasonably foreseen; • Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and • Require prompt execution of a contract to remedy the condition
Emerging Small Business	for purposes of this document, this includes only those firms certified as an ESB by the State Office of Minority, Women and Emerging Small Business (OMWESB). Current program participation is restricted to Oregon-based firms with 19 or fewer employees, with average annual gross receipts over the last three years not exceeding $1.7 million for construction firms and $300,000 for non-construction-related firms. An ESB must be properly licensed, legally registered, and independently owned Oregon firm.
Equal Employment Opportunity	a certification program administered by the City, certification by contractors is required in order to obtain most City contracts as required by PCC Chapter 3.100. Policies and procedures of the organization to ensure non-discrimination for all employees, especially women, minorities, and persons with disabilities. All contract provisions require non-discrimination in employment by contractors and sub-consultants**.**
Hold-harmless	to absolve another party from any responsibility for damage or other liability arising from the transaction.
Indemnification	to reimburse another for a loss suffered because of a third party's act or default; to give another party security against a loss.
Insurance	coverage by contract whereby one party undertakes to indemnify or guarantee another against loss by a specified contingency or peril.
Liability	the quality or state of being legally obligated or accountable; legal responsibility to another or to society, enforceable by civil remedy or

	criminal punishment for injuries caused by negligence; a financial or pecuniary obligation.
Local Contract Review Board	The Portland City Council, or designee
M/W/ESB	minority-owned, woman-owned, and emerging small businesses certified as such by the State of Oregon Office of Minority, Women and Emerging Small Business.
Minority owned business	for purposes of this document, this includes only those firms certified as a minority owned business by the State Office of Minority, Women and Emerging Small Business (OMWESB). A minority is defined to include African American, Hispanic American, Native American, Asian Pacific American, and Asian Indian American. The minority representative must own at least 51% of the firm and must have control of the management and daily operations of the firm. The firm must not be inextricably associated with a non-minority owned firm as described in OAR §445-050-0020.
Nonresident Bidder	a bidder who is not a resident bidder in the State of Oregon.
Notice of award	a written notification from the City to the successful proposer or offeror stating that there is an award of a contract in accordance with the solicitation document or proposal previously submitted, and that effective with receipt of the notice of award, the contractor shall proceed with obtaining the necessary insurance, documentation, etc.
Opening	the date, time and place announced in the solicitation document for the public opening of written, sealed offers
Ordinance	an authoritative law or decree (i.e., municipal regulation); municipal governments pass ordinances on matters that the state government has identified to be allowable and regulated at the local level.
Principal	one who authorizes another to act on his/her behalf as an agent.
Procurement Services	a division of the Office of Management and Finance, Bureau of Internal Business Services in the City of Portland
Protest	a formal statement or action expressing dissent or disapproval; a formal statement, usually in writing, disputing the legal of procedure or process.
Public Improvement	a project for construction, reconstruction or major renovation on real property by or for the City. Public Improvements do not include projects for which no funds of the City are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection or emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement
Qualification	the possession of qualities, capabilities, competencies or properties (i.e., fitness or capacity) inherently or legally necessary to perform a duty or function.
Reasonable or Reasonableness	fair, proper, or moderate under the circumstances; according to reason; having the faculty of reason.

Repair and Maintenance	ordinary repairs and maintenance necessary to preserve a public improvement; typically such repairs and maintenance do not prolong the lifespan of a public improvement nor increase its value beyond what was originally constructed
Resident bidder	a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" as this is defined
Responsible offeror, bidder or proposer	a person who has submitted an offer, bid or proposal and who meets the standard set forth in PCC §5.33.500 or 5.34.600, as applicable, and who has not been debarred, disqualified, or who has not failed to prequalify when prequalification is required by the solicitation document
Responsive offer, bid or Proposal	an offer, bid or proposal that substantially complies in all material respects with applicable solicitation procedures and requirements and the solicitation document
Scope of work	the range and attributes of the goods or services described in the applicable procurement document
Signature	any written mark, word or symbol that is made or adopted by a person with the intent to be bound to a contract
Solicitation	a request by the City for prospective contractors to submit offers;
Subcontract	a contract made by a party to another contract for carrying out the other contract, or a part of it.
Subcontractor	a person, other than the contractor's employee, hired by the contractor to perform a portion of the work required by the contract
Terminate	the act of putting an end to or bringing to an end; to conclude.
Value engineering	an independent analysis of the separate functions or tasks of a project, program, service, product, building, etc. as proposed by a consultant which is directed at improving performance, quality, safety, price, life-cycle costs, outcome or reliability.
Warranty	an express or implied promise that something in furtherance of the contract is guaranteed by one of the contracting parties.
Women owned business	for purposes of this document, this includes only those firms certified as women-owned businesses by the State Office of Minority, Women and Emerging Small Business (OMWESB); the woman representative must own at least 51% of the firm and must have control of the management and daily operations of the firm. The firm must not be inextricably associated with a non-woman owned firm as described in OAR §445-050-0020.