

Investing in Portland's Future

PDC

PORTLAND DEVELOPMENT COMMISSION

**REQUEST FOR PROPOSALS #07-20
FOR
LAWSON SOFTWARE HUMAN RESOURCE MODULES:
BUILD-OUT AND CONSULTATION**

Proposals Due: Friday, February 1, 2008 at 3:00 PM (PST)

Solicitation Coordinator:

Daniel Spero
Contracts Coordinator
Purchasing & Contracting Services
Portland Development Commission

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PDC encourages the participation of certified minority-owned, women-owned and emerging small businesses in this solicitation.

REQUEST FOR PROPOSALS (RFP) INFORMATION

Request for Proposals Title: **Lawson Software Human Resource Modules: Build-out and Consultation**

Solicitation Number: RFP #07-20

Solicitation Coordinator*: Daniel Spero, Contracts Coordinator

Solicitation Coordinator Phone: (503) 823-3291 (office)

Solicitation Coordinator Fax: (503) 865-3738 (fax)

Solicitation Coordinator Email: sperod@pdc.us

Date of RFP Issuance: Friday, December 28, 2007

Proposal Due Date/Time:** **Friday, February 1, 2008 at 3:00 PM (PST)**

Proposal Delivery Location:** **Portland Development Commission
222 Northwest Fifth Avenue
Portland, OR 97209**

*** Please direct all questions regarding this RFP to the Solicitation Coordinator identified here.**

**** To be considered for evaluation, Proposals must be received by the PDC by the day and time listed here at the above-listed location.**

The PORTLAND DEVELOPMENT COMMISSION (“PDC” or “Commission”) is seeking Proposals from qualified firms for the provision of the following services related to PDC’s-owned Lawson Software suite, including, but not limited to: (1) the implementation and deployment of the Portal user interface; (2) the implementation and integration of several Human Resource functionalities; (3) the creation of standard Human Resource reports; and (4) the provision of project management services for the project. PDC intends to award one (1) exclusive contract to the selected firm in connection with this RFP.

SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

The following dates are for reference only; PDC may change these dates at our sole discretion.

Request for Proposals Issued	December 28, 2007
Deadline for Proposer Questions/Requests for Change(s)	January 16, 2008
Deadline for PDC to Respond to Proposer Questions/Change(s)	January 24, 2008
Proposals Due	Friday, February 1, 2008 3:00 PM (PST)
Evaluation Period, Ending (<i>tentative</i>)	February 11, 2008
Anticipated Notice of Intent to Award (<i>tentative</i>):	February 11, 2008
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Date of Contract Execution (<i>tentative</i>)	February 29, 2008

NOTE: NO Pre-Proposal conference or meeting is scheduled for this solicitation.

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I. BACKGROUND

A. About the Portland Development Commission

For more than four decades, the Portland Development Commission (PDC), the urban renewal agency for the City of Portland, Oregon, has worked to enhance the Portland metropolitan area's livability. Created by City of Portland voters in 1958 and operating as a special purpose government, *PDC brings together resources to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, quality jobs and housing for all citizens.*

PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, project management, economic and community development, architecture, law, communications and other functions to meet our strategic objectives in three program areas:

1. Revitalization. PDC plays a key role in stimulating and supporting physical and economic development of the industrial, commercial and neighborhood districts throughout Portland in order to improve livability and expand opportunities for affordable housing and quality jobs. This is accomplished by assembling underused property and making it available for private developments; funding and oversight of new infrastructure (e.g., roads, transit, parks) as well as providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives.

2. Housing. PDC administers a variety of housing development and finance programs to help meet Portland's housing goals of providing a diversity of affordable housing types throughout the City that help



support broader area and neighborhood development objectives, as well as accommodate a growing population.

3. Jobs. PDC is responsible for developing and implementing strategies and programs that facilitate retention, growth and diversification of businesses in the City that offer quality jobs. PDC offers a variety of technical and financial assistance programs to attract new businesses to the City, as well as retain and support expansion of existing businesses.

In carrying forward our mission over the years, PDC has played a major role in some of Portland's most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Classical Chinese Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail. In neighborhoods throughout the City, PDC has assisted over 14,000 homeowners repair or purchase their homes over the past 30 years, and provides financing for over 2,000 units of affordable rental housing annually. In the past five years, PDC economic development programs have helped create or retain more than 10,300 jobs and various business loan programs have assisted more than 400 local business owners.

Contract Opportunities for Firms Certified by the State of Oregon
Office of Minority, Women, and Emerging Small Business (OMWESB)

Portland Development Commission (PDC) is committed to providing contracting and purchasing opportunities to certified minority-owned (MBE), women-owned (WBE) and emerging small businesses (ESB) to promote economic growth, increase capacity of these firms and improve competition in the marketplace.

B. About the Project

Lawson Software was implemented at PDC in 1999. At the time of implementation, the Human Resources and Personnel suites were only implemented to the extent required to process payroll on the system.

In order to utilize Lawson's full Human Resources and Personnel functionalities, this project will focus on "building out" or completing the implementation of these software suites. This project is crucial for PDC's Human Resources Department to have a fully-functional HRIS system. Completion of this project without interruption to the current system is essential, as we will need to continue to produce employee paychecks on a bi-weekly basis, and perform related accounting functionalities. PDC also desires to implement the Portal user interface with this solicitation.

C. General Information on PDC's Technical Environment

PDC's current Lawson system consists of the following modules:

- Lawson Applications version 8.0.1.9
- Absence Management
- Accounts Payable
- Activity Management
- Asset Management
- Benefits
- Cash Ledger
- General Ledger
- Human Resources
- Inventory Control
- General Ledger Setup

- Matching
- Personnel
- Purchase Order
- Payroll
- Requisitions
- Lawson Environment version 8.0.3
- Lawson Microsoft Excel Add-ins version 2.0.4.0
- MKS Toolkit version 6.2
- Merant's Micro Focus Cobol Compiler

D. PDC's Application Server Information

- Operating System: Windows NT
- Process Suites: 8.1.0 MSP: 5
- Environment: 8.0.3.7 ESP: 7

II. SCOPE OF WORK

This section describes **at a minimum** what we expect of the selected Contractor under a contract awarded from this Request for Proposals.

A. Scope of Work

The firm selected for contract award, as a result of this RFP, is expected to implement and integrate the HRIS functionalities into PDC's existing Lawson Software suite. All work will be performed directly by the selected vendor in coordination with PDC business subject matter experts. It is expected that the rest of the functionality of the system will remain unchanged with the exception of necessary interfaces/integration points between the Payroll and Accounting Modules.

PDC currently uses Lawson Insight Desktop (LID), version 8.0.1.9 as the primary user interface to the applications. HRIS new hire entry is currently done through HR11, and subsequent entry is typically handled through personnel actions. However, many fields are changed on HR11 without utilizing a personnel action. HR data is limited to the amount necessary to complete a pay check, rather than the typical HR data stored in a fully-functioning HRIS system.

Specific tasks in this project include: 1) providing project management services for this project; 2) implementing and deploying Portal user interface (version 3.1.7.286); 3) implementing and integrating HRIS functionalities into the PDC's existing Lawson software suite; 4) creating standard reports through Lawson Add-Ins; and 5) implementing Manager Self-Service as described in Section II (A)(3)(c)(xvii) below.

1. Provide Project Management Services. Services to include, but are not limited to:
 - a. Develop a project charter in conjunction with PDC's project business lead that shall include objectives, scope, assumptions, high-level risks, high-level schedule, roles & responsibilities, human resource requirements, success criteria and key deliverables.
 - b. Ensure on-time completion of project and success criteria.
 - c. Develop and drive detailed project work plans.
 - d. Develop and ensure adherence to project protocols and processes.

- e. Ensure project is staffed with appropriate resources.
 - f. Manage day-to-day activities of project team.
 - g. Resolve and/or escalate issues in a timely manner.
 - h. Manage project change, including scope control in coordination with PDC business lead.
 - i. Conduct risk management for the project.
 - j. Devise and execute communication plan.
 - k. Perform post-implementation review and report.
2. Implement and deploy Portal user interface (version 3.1.7.286). Proposer should indicate in their Proposal what their approach to accomplish this task will be, which PDC resources will be required and a project timeline. Services to include, but are not limited to:
- a. Transfer technical knowledge to PDC Lawson administrator for ongoing support of the Portal once in production, including security and maintenance.
 - b. Assist PDC in updating existing test scripts or developing new scripts with the portal interface.
3. Implement and integrate the following HRIS functionalities into the PDC's existing Lawson software suite. Proposer should indicate in their Proposal what their approach to accomplish this task will be, which PDC resources will be required and a project timeline. Services to include, but are not limited to:
- a. Lead the team through the creation of an application blueprint, including functionality, configuration and processes.
 - b. Assess and recommend security profiles for system access within the current Lawson security framework of our version.
 - c. Implement the following functionalities:
 - i. Review and Update Job Codes. (Currently 13 used)
 - ii. Create and implement Positions Codes and Position Rules utilizing fill default features. (Implementation of this feature is expected to set up system for position management/position control to be implemented at a later date.) (1:1 ratio employee to position codes, approx. 225 codes)
 - iii. Create and implement Supervisor Code Tables. (approx. 50 Codes)
 - iv. Create and Apply Union Codes and provide consultation on creating union dues deductions. (currently 1 union, approx. 130 members, currently no dues deductions in place at this time)
 - v. Create and Apply Salary Structures. (2 main structures, 2 minor structures total 225 employees)
 - vi. Review, Update, Create and Implement Personnel Actions for new functionalities.
 - vii. Implement and Upload Employee Dependent Data in HR13.
 - viii. Restrict Data Attributes on HR11 by implementing necessary personnel actions and applicant tracking (pa31.1).
 - ix. Create and Implement additional Employee Status Codes for Leave of Absence tracking. (Create 2 new codes)
 - x. Create and update employee groups as needed. (at least 2 new groups)

- xi. Create and Implement a system to add temporary outside contractors to Lawson, ensuring appropriate compliance reporting and restriction to No Pay and No Benefits Statuses.
 - xii. Review and Update automated benefit plan enrollment rules for Life, AD&D and LTD.
 - xiii. Create and Implement Grievance Tracking.
 - xiv. Implement EEO-4 Reporting.
 - xv. Implement Performance Evaluation Tracking System. (Cycles: 6 months post hire, annually every July thereafter.
 - xvi. Implement System for tracking FMLA and OFLA hours through Absence Management Plans.
 - xvii. Implement Manager Self Service with the following functionalities:
 - 1. View Employee Data;
 - 2. View Employee Performance Reviews that are due;
 - 3. Preparation for deployment of Lawson's Time Keeping functionalities.
 - d. Assist PDC in updating existing and developing new test scripts.
 - e. Lead PDC through user acceptance and integration testing.
 - f. Assist PDC in updating and/or creating procedures as appropriate based on implemented features.
 - g. Lead team through the development and delivery of training in the following areas, as needed. There are a total of 35 existing users in the system, throughout the various modules.
 - i. Accounting;
 - ii. Payroll;
 - iii. HR;
 - iv. Purchasing;
 - v. Budget;
 - vi. Manager Self Service (50 Managers in addition to the 35 users).
 - h. Lead the cut over to the production environment.
 - i. Perform post-implementation support.
4. Create twenty-five (25) standard reports through Lawson Add Ins that can be utilized by the HR Team. Proposer should indicate in their Proposal what their approach to accomplish this task will be, which PDC resources will be required and a project timeline.

PDC reserves the right to modify, add and/or remove principal services. Payment to the successful Proposer(s) for services will be based on a maximum Not To Exceed contract value based on an established hourly fee schedule and payable upon actual work performed.

B. Resources Provided by PDC

- a. PDC will provide approximately 1.0 FTE to support this project.
- b. PDC will provide the hardware and software to support the work as listed in this RFP.

- c. PDC will provide the vendor with an on-site work space which will include a personal computer connected to the network and access to networked printers.
- d. If requested, PDC will provide remote access to the vendor via GoToMyPC. No VPN connection will be available.
- e. PDC will provide the vendor with any information they request regarding system configuration and intended functionality.
- f. PDC has built several applications that interface with Lawson. PDC will make all of the necessary changes to the interfaces. The Vendor will not be responsible for Lawson code customizations.
- g. PDC Lawson application users will be available to perform user testing.

C. Project Timeline

All contract work resulting from this solicitation is expected to be completed and accepted by June 30, 2008.

III. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. Please organize your Proposal corresponding to the order of the sections below. Responses should be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the project and scope of work described in Section II of this RFP.

All submittal requirements listed as “**Mandatory**” below *must* be addressed in sufficient detail in a Proposal submitted in response to this RFP. **Proposals that do not address all mandatory submittal requirements of this RFP will be considered non-responsive and will not be evaluated.**

See also Section IV (2) of this RFP, “Instructions to Proposers,” for overall Proposal preparation and submission instructions.

1. **Cover Letter:** In a one (1) page cover letter, provide a summary of your Proposal. This cover letter should include a brief history of your firm, a short biography of the lead or primary person servicing PDC and a brief description of the services your firm proposes to provide PDC.

Mandatory Submittal Requirement – 0 Points

2. **Qualifications and Experience of Firm:** Provide a description of your firm’s experience in providing services similar to those described in this RFP. For this section also include:

- Number of years Proposer’s firm has been in operation;
- Similar projects performed in the past five (5) years that best characterize your firm’s capabilities;
- Quality assurance and cost control methods in relation to the scope of work described above;
- Similar services your firm has provided to other public agencies.

Additionally, list four (4) current or immediate past professional references for PDC to contact regarding your capacity to perform the services described in the RFP, ability to satisfy client needs and any other relevant information. Please include your reference’s name and a contact person with phone number and email address. PDC reserves the right to use any

information or reference we may discover, including information based upon our own experience, in evaluating any Proposal.

Mandatory Submittal Requirement – 22 Maximum Points

3. **Qualifications and Experience of Personnel:** Provide a short but complete profile for each personnel you propose to perform the specified tasks under an awarded contract—including their education, work history and other pertinent professional qualifications and certifications. Personnel résumés may be used for this section, but are not required. Describe how the proposed personnel specifically relate to the scope of work above. Additionally, include the following: extent of Proposer’s principal’s involvement in this project and project manager’s experience with similar projects.

All Proposer personnel initially assigned to provide services through a contract awarded through this RFP and listed in Proposer’s Proposal are expected to be available during the term of the contract. By submitting a Proposal in response to this solicitation, Proposer warrants that no Proposer personnel shall be replaced during the contract term without prior written consent from PDC.

Mandatory Submittal Requirement – 23 Maximum Points

4. **Project Proposal:** Provide a clear and concise description of the services your firm proposes to provide PDC under a contract awarded from this RFP. Your project proposal must adequately describe how you intend to fulfill the tasks detailed in Section II of this RFP, Scope of Work.

For each phase of work described in Section II of this RFP, include the following:

- Describe your proposed work tasks and activities, your approach and methodology that will be used to accomplish tasks; and the personnel assigned to specific tasks on this project;
- Describe the proposed work products that will result from each task or activity;
- Describe how you intend to meet all milestones described in the Project Timeline;
- Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors (if applicable);
- Describe intended utilization of subcontractors on this project, including a description of their specific role;
- List any resources (staff, materials, access, etc.) anticipated to be provided by PDC.

Mandatory Submittal Requirement – 25 Maximum Points

5. **Price Proposal:** Propose the total estimated cost for all services to be provided under a contract awarded through this solicitation, irrespective of PDC’s anticipated cost. This cost must include the hourly rates of each Proposer personnel assigned to perform work under an awarded contract as well as the estimated number of hours each Proposer personnel will be expected to work on each task. **A range of hourly rates is not acceptable.** Costs must include any direct and indirect costs and reimbursable expenses, based on the expected hours and billing rates for all staff involved. To facilitate evaluation, the budget should be itemized according to the major task headings in the scope of work of this RFP. **Proposers may complete Exhibit A for this section, but are not required to.** All unspecified costs shall be borne by Proposer.

If travel will be required to complete services on a contract awarded through this solicitation, provide a summary of such travel. The summary should include destination(s), names and titles of staff traveling, travel days plus days onsite, cost per staff and total travel cost. Airfare shall be calculated at the most cost-efficient round-trip coach rate. Hotel stay shall be at moderate

standard room rate. Meals and ground transportation shall be calculated using the [GSA per diem rate](#) for Portland, Oregon of \$49 per day.

Mandatory Submittal Requirement – 20 Maximum Points

6. **Promotion of Diversity in Contracting Opportunities:** The PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic success and growth. The PDC values diversity in its workforce and in the workforce of those who contract with PDC.

- Provide a narrative description of your firm's *past* experience in promoting participation of State of Oregon-certified minority-owned, women-owned and emerging small business (M/W/ESB) enterprises as partners, subcontractors and/or suppliers on previous contracts. Discuss any innovative or particularly successful measures that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- Provide a description of your firm's *proposed and future efforts* in promoting utilization of State of Oregon-certified M/W/ESB firms.

Mandatory Submittal Requirement – 10 Maximum Points

All Proposers are encouraged to do one or more of the following to learn more about the M/W/ESB-certified firms:

- a) View the [OMWESB website](#) for a list of State of Oregon OMWESB-certified firms.
- b) Attend the Oregon Association of Minority Entrepreneurs (OAME) Architects, Engineers, Professional & Technical (AEPT) meeting. For more information, see [OAME's website](#).
- c) Contact the M/W/ESB Team at PDC for assistance: John Classen at (503) 823-3637 or Priscilla Salvador at (503) 823-3271 or log on to [our website](#) to learn more about some of the community resources available to assist you in identifying potential subcontractors or subconsultants for your team.

7. **Proposer Certification:** Please read, detach, sign and return Section VIII of this RFP, Proposer Certification, with your Proposal.

Mandatory Submittal Requirement – 0 Points

Summary of Mandatory Submittal Requirements & Evaluation Criteria	
<u>Evaluation Criteria (Mandatory Requirements)</u>	<u>Maximum Points</u>
A. Qualifications and Experience of Firm	22 Points
B. Qualifications and Experience of Personnel	23 Points
C. Project Proposal	25 Points
D. Price Proposal	20 Points
E. Promotion of Diversity in Contracting Opportunities	10 Points
<u>Other Mandatory Submittal Requirements</u>	
F. Cover Letter	Pass / Fail
G. Proposer Certification	Pass / Fail
<i>Total:</i>	100 Points

IV. INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFP are subject to the provisions and requirements defined in this solicitation document. All matters not specifically outlined in this RFP, or a subsequent Contract entered into, shall be governed by the Portland Development Commission's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other pertinent rules concerning procurement and contracting at the Portland Development Commission.

1. **Reservation of Rights:** PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP; to reject any or all Proposals received in response to this RFP; to decide whether a Proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality or irregularity of any Proposal; and obtain references regarding any Proposer's past performance. Neither issuance of this RFP, nor evaluation of any or all Proposals obligates PDC to award of a contract.

2. **Proposal Preparation and Submission:** Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of PDC and the needs of the project described herein.
 - Proposers shall submit **ONE (1) ORIGINAL** of all Proposal pages and **five (5) photocopies** of the same pages which must be received by PDC by the Proposal Due Date and Time to the location listed on page two of this RFP. **The original Proposal must bear an original ink signature and shall be marked "ORIGINAL."**
 - Proposals shall be prepared in typewritten or printed form. No oral, email or facsimile Proposals will be accepted.
 - Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective Proposal, are not desired. Unless specifically required in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials are also undesirable.
 - In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your Proposal in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. **Please do not use ring binders, section dividers** or any other materials which cannot be easily recycled. Double-sided printing is preferred.
 - Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Solicitation Number and the date and time Proposals are due. PDC shall not be liable for any lost or late Proposals.

3. **Questions or Requests for Clarification or Change:** All requests for change or clarification regarding technical information, procedures, contractual requirements or any other matter regarding this solicitation must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for change or clarification **must** be received no later than the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" on page two of this RFP.

Requests for change or clarification of this RFP may be sent by mail, emails or fax and shall contain the following:

- RFP Solicitation Number and Title;
- RFP specification (or contract provision) being questioned;
- Request for change or clarification;

- Date submitted (not later than “Deadline for Proposer Questions/Requests for Change”).

PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, amend this RFP or issue an addendum to clarify this RFP.

4. **Changes to this Solicitation Document:** Any change or clarification to the Scope of Work, procurement process or to the terms and conditions of the contract terms which are contained in this RFP will be issued in the form of an written Amendment or Addendum to this RFP. Unless otherwise stated, Proposers are not required to return Addenda with their Proposal; however, Proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Amendment or Addendum into their final Proposal. Failure to do so may cause the Proposer’s Proposal to be rejected.

Regardless of statements made at any mandatory or non-mandatory pre-Proposal conference for this solicitation (see the “Schedule of Solicitation and Contract Award Events” *to determine if this applies*), Proposers are cautioned that RFP content will change only if confirmed by a written Addendum to this RFP.

5. **Restrictions on Communication:** After this RFP has been issued and before any ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract shall be directed to the Solicitation Coordinator identified on the cover page of this RFP. Additionally, during this solicitation process, Proposers are cautioned not to undertake activities or actions to promote or advertise their Proposals except upon invitation by PDC in a formal interview; or to make any direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members or other PDC employees not identified in this solicitation document.

6. **Preparation Costs:** PDC shall not be liable for any costs incurred by Proposers in the preparation of Proposals to this RFP; including any meetings, demonstrations, interviews or subsequent negotiations that may be requested or required.

7. **Recycled Products:** Proposers shall use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this solicitation.

8. **Public Records and Disclosure:** All Proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of Proposals for which the Proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a Proposal that the Proposer claims constitutes a “trade secret” must meet the requirements of ORS 192.501(2). All such pages in a Proposal must be **clearly** marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192."

Pricing information cannot be labeled a trade secret and shall be open to public inspection. If an entire Proposal is marked “Confidential,” at PDC’s sole discretion, such a Proposal may be rejected as non-responsive. PDC shall not be liable for disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFP is otherwise cancelled, Proposals and evaluation results will not be made a part of the public record until after the evaluation process is complete and PDC has issued its Notice of Intent to Award.

9. **Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories contained herein, and that PDC is under no obligation to request such information if it is not included within the Proposer's Proposal. However, PDC reserves the right to request individual Proposers to provide information to clarify

their Proposal or obtain additional information about specific point(s) of a Proposal. Failure by the Proposer to provide such requested information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.

10. **Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract ensuing from this solicitation if it is in the best public interest to do so. The PDC also reserves the right to review and approve any changes to selected Contractor's fee schedule during the course of a multi-year contract, unless the stated rates at time of initial contract execution will prevail.
11. **M/W/ESB Participation:** PDC strongly encourages the participation of certified minority-owned (MBE), women-owned (WBE) and emerging small businesses (ESBs) in this and all PDC projects, programs and services.
12. **Proposer Withdrawal or Modification:** By submitting a Proposal, Proposers agree to make their Proposal a binding offer to the PDC for a period of ninety (90) calendar days from the date Proposals are due. A Proposal may not be withdrawn or modified during this ninety day period unless agreed to by the PDC in writing; though Proposals may be withdrawn, if requested in writing to the Solicitation Coordinator identified on the cover page of this RFP, prior to the Proposal Due Date and time listed in the "Schedule of Solicitation and Contract Award Events" for this procurement.
13. **Investigation of References:** PDC reserves the right to investigate references, the financial capacity and the past performance of any Proposer, including service(s) provided to PDC, with respect to its successful performance on similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any Proposal. PDC may postpone the award or execution of the Contract before or after issuance of its Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any Proposal or to reject all Proposals at any time prior to PDC's execution of a Contract in the event Proposer's reference checks prove unsatisfactory.
14. **Evaluation, Post-Selection Review & Finalists:** After PDC opens all timely-received Proposals, unless this RFP is otherwise canceled, PDC will evaluate all responsive Proposals in accordance with the evaluation criteria set forth in this RFP. A responsive Proposal is one that complies with all material aspects of this RFP and with all prescribed bidding procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. PDC will rank the Proposals to determine the "Finalist" Proposers. Finalists will be those highest-ranked responsive Proposers after evaluation of the Proposals according to the evaluation and selection criteria set forth in this RFP.

At its sole discretion, PDC may invite Finalist Proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their Proposal and determine the overall suitability of Finalist Proposers for the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with the PDC within a reasonable timeframe will be grounds for Proposal rejection. Following the interview, PDC reserves the right to rescore the finalist Proposers as set forth in this RFP or to evaluate each Proposer on their overall suitability for the anticipated project.

PDC reserves the right to select the Proposer that, in the collective judgment of the evaluation committee, offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and standing alone, is not determinative of the best overall value, benefit, convenience and service to PDC.

After completion of the evaluation summary, PDC will name one or more apparent successful Proposer(s) and announce its Intent to Award contracts to these Proposer(s). Identification of the

"apparent successful Proposer(s)" is procedural only and creates no right in the named Proposer to contract award. All competing Proposers shall be notified in writing of PDC's Intent to Award, the identity of the apparent successful Proposer(s) and shall be given seven (7) calendar days to review the solicitation file and evaluation report in the PDC Purchasing & Contracting Services office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be received by the above-name Solicitation Coordinator within seven (7) calendar days of issuance of the Notice of Intent to Award.

15. **Negotiable Terms and Conditions:** After the PDC has issued its Intent to Award, PDC reserves the right to enter into limited negotiations with the successful Proposer(s) to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that any such negotiation shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to cease negotiations with that apparent successful Proposer and repeat this process with the next highest-ranked responsive Proposer(s).

V. INSURANCE REQUIREMENTS

Prior to contract execution, any firm invited to enter into a contract with PDC as a result of this RFP will be required to furnish proof of the following types of insurance:

1. **Commercial General Liability** (CGL) insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. Additionally, **"The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees"** shall be named as Additional Insured with respect to the contractor's services to be provided under the contract. It is not enough to list the PDC, et al., in the description field of an insurance certificate, which confers no rights on its own. To satisfy this requirement, **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
2. **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.
3. **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for third-party liability claims arising from or due to the negligence in the performance of professional services under the contract between the PDC and Contractor.
4. **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of coverage listing the **"Portland Development Commission"** at 222 Northwest Fifth Avenue; Portland, OR 97209 as a certificate holder. The certificate shall provide that Contractor's insurance shall not be terminated or cancelled without thirty (30) days prior written notice to PDC. Insuring companies or entities are subject to PDC's acceptance and must be licensed to provide insurance in the State of Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or PDC shall not contribute to it.

VI. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC under a contract awarded from this RFP should be in electronic format on CD, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations, etc.);
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF documents suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft documents should be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document.

VII. STANDARD CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Professional Services Contract (contract) entered into by and between PDC and the successful Proposer(s). PDC reserves the right to change any term or condition of the contract prior to execution of the contract and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the selected firm(s). Proposers wishing to include supplemental terms and conditions must submit them at the same time as their Proposal. Proposers who take objection to any of the following terms and conditions must raise those objection, in writing, to the Solicitation Coordinator for this RFP and do so by the Deadline for Proposer Questions/Requests for Change listed in the "Schedule of Solicitation and Contract Award Events" set forth on page two of this RFP.

1. Access to Records

The Contractor shall maintain, and the Portland Development Commission ("Commission" or "PDC") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2. Audits

(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.

(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

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

6. Payment on Early Termination

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

7. Remedies

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

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission 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 contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this contract, Contractor shall comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

11. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

12. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

13. Insurance

EXHIBIT B [Section V in this RFP] is hereby referenced and made a part of this contract.

14. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the Commission.

15. Nondiscrimination

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

16. Counterparts

This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

17. 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.

18. 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.

19. Waiver

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

20. Errors

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

21. Governing Law, Venue and Consent to Jurisdiction

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendments

The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor.

23. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

24. Prohibited Interest

- (a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- (b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.
- (c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

- (a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.
- (b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.
- (c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

26. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

- (a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) the Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.
(c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

27. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

[Remainder of this page is intentionally left blank.]

VIII. PROPOSER CERTIFICATION

**Each Proposer must read, comply and sign this section.
Failure to do so may be grounds for Proposal rejection.**

1. By submitting a Proposal in response to this solicitation, Proposer expressly represents they have taken no exception to any term, condition, obligation or requirement contained in this solicitation document, or any addenda to this solicitation, which is not expressly stated in their Proposal.
2. If selected to go to contract, prior to contract execution, Proposer shall: 1) be a legal entity that is [registered to conduct business in the State of Oregon](#); 2) [obtain a City of Portland Business License](#); 3) [be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 4) provide adequate proof of insurance, as set forth in Section V of this RFP. Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term.
3. The undersigned acknowledges receipt of Addenda Numbers. ____ through ____ or N/A.
4. The Proposer certifies it is an independent contractor as defined in ORS 670.600 and under penalty of perjury is, to the best of its knowledge, not in violation of any local, state or federal tax law.
5. Proposer certifies this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Proposer has not induced any person, firm or corporation to refrain from proposing; and Proposer has not sought by collusion or fraud to obtain for itself any advantage over any other Proposer or over PDC.
6. Proposer certifies that the firm has no business or personal relationships with any other companies or persons that could be considered a conflict of interest or potential conflict of interest to the Portland Development Commission, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer or employee.
7. Proposer agrees to make their Proposal a binding offer to PDC for a period of ninety (90) calendar days from the date Proposals are due.
8. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, specifications, contract terms and conditions contained herein (including all addenda issued for this solicitation); that the information provided in this Proposal is true and accurate; that providing incorrect or incomplete information may be cause for Proposal rejection or contract termination; and, will provide its Federal Tax Identification Number (list in the space provided below).

SIGNATURE BLOCK

Signature of Proposer's duly authorized representative:

_____ Date: _____

Printed Name and Title: _____

Legal Name of Proposer/Firm: _____

Federal Tax Identification Number (FEIN or SSN): _____

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal Worksheet (“Worksheet”) to propose their cost of services. If Proposers choose not to complete this Worksheet, they must provide pricing information in their Proposal which is at least as detailed as described in Section III (5) of this RFP, Price Proposal.

1. Hourly Rate Schedule.

Propose the hourly rates of each Proposer personnel expected to provide services under a contract awarded from this RFP. Additionally, estimate the number of hours each personnel will perform services under an awarded contract and Proposer’s total proposed staff costs and hours. **A range of hourly rates is not acceptable.**

1. HOURLY RATE SCHEDULE				
Position Title	Proposer Personnel (Name)	Hourly Rate	Est. Hours	Cost Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total Staff Costs and Hours				\$

All Proposer personnel initially assigned to provide services through a contract awarded through this RFP and listed in Proposer’s Proposal are expected to be available during the term of the contract. By submitting a Proposal in response to this solicitation, Proposer warrants that no Proposer personnel shall be replaced during the contract term without prior written consent from PDC.

2. Reimbursable Expenses.

If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work under a contract awarded from this RFP, Proposer shall provide a good faith estimate of such expenses in the space provided below. List travel expenses in Section 3 below. Proposer must also provide an estimated total cost for all such reimbursable expenses in the space below. If a mark-up rate will apply to reimbursable expenses, Proposer must indicate a mark-up rate.

Mark-up rate: At cost; or cost plus _____ %

2. REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit
Total Estimated Reimbursable Expenses			\$

If Proposer is awarded a contract through this RFP, note that such expenses may only be reimbursed by PDC with an adequate description of the expense and at a cost per unit not to exceed those listed above.

3. Travel Expenses.

If travel will be required to complete services on a contract awarded through this RFP, complete the following table:

3. TRAVEL EXPENSES*			
Itinerary (To / From)	Staff Traveling (Title)	Travel Days**	Cost per Staff
			\$
			\$
			\$
			\$
			\$
Total Estimated Travel Costs			\$

* Airfare shall be calculated at the most cost-efficient round-trip coach rate. Hotel stay should be at moderate standard room rate. Meals and ground transportation should be calculated using the [GSA per diem rate](#) for Portland, Oregon of **\$49 per day**.

** Including days onsite.

4. Additional Expenses or Cost Savings.

In the space below, please describe any additional costs or cost savings opportunities not previously accounted for in the spaces provided above.

5. Total Proposed Cost of Services.

Propose the total cost for all services to be provided under a contract awarded through this solicitation, irrespective of PDC’s anticipated cost, including total staff costs and all reimbursable expenses. All unspecified costs shall be borne by Proposer.

TOTAL PROPOSED COST OF SERVICES	
1. Total Staff Costs	\$
2. Estimated Reimbursable Expenses	\$
3. Estimated Travel Expenses	\$
4. Additional Expenses or Cost Savings	\$
Total Proposed Cost	\$

An MS Word version of this Worksheet is available upon request from the Solicitation Coordinator for this Request for Proposals.

EXHIBIT B. WEB ADDRESSES IN THIS RFP

The following are the internet <http://> addresses referenced in this Request for Proposals:

Page 4.

State of Oregon; Office of Minority, Women, and Emerging Small Business:

<http://egov.oregon.gov/DCBS/OMWESB/index.shtml>

Page 10.

U.S. General Services Administration; Domestic Per Diem Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

State of Oregon; Office of Minority, Women, and Emerging Small Business:

See above.

Oregon Association of Minority Entrepreneurs (OAME):

<http://www.oame.org/>

PDC's M/W/ESB Assistance:

<http://www.pdc.us/mwesb/mwesb.asp>

Page 11.

City of Portland; Sustainable Paper Use Policy:

<http://www.portlandonline.com/auditor/index.cfm?&c=26882&a=24498>

Page 19.

State of Oregon; Corporation Division, Business Registration Services:

<http://www.filinginoregon.com/business/index.htm>

City of Portland; Business License Services

<http://www.portlandonline.com/omf/index.cfm?c=29554>

City of Portland; Equal Employment Opportunity (EEO) Certification:

<http://www.portlandonline.com/omf/index.cfm?c=45665&>

Page 21.

U.S. General Services Administration; Domestic Per Diem Rates:

See above.