

REQUEST FOR PROPOSALS #09-01: PROJECT MANAGEMENT SERVICES

I. REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title: **Information Technology Project Management Services:
Applicant Tracking System**

Solicitation Number: **RFP # 09-01**

Solicitation Coordinator*: **Daniel Spero**, CPPB; Senior Procurement Specialist

Contact Information: **(503) 823-3291** (office)
(503) 865-3738 (fax to email)
sperod@pdc.us (email)

Proposal Delivery Location**: **Portland Development Commission
222 NW 5th Avenue
Portland, OR 97209**

* All questions regarding this RFP must be directed to the Solicitation Coordinator identified here.

** To be considered for evaluation, proposals must be received by PDC at the location listed above no later than the "Proposal Due" date and time listed below.

Through this Request for Proposals ("RFP"), the PORTLAND DEVELOPMENT COMMISSION ("PDC"), the urban renewal agency for the City of Portland, Oregon is seeking competitive proposals from qualified and experienced individuals or firms ("Proposers") for the provision of information technology project management services to oversee PDC's "Applicant Tracking System" project. PDC intends to award one (1) exclusive contract to the successful Proposer in connection with this RFP.

II. SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change the following schedule for any reason.

Request for Proposals Issued	July 15, 2009
Deadline for Proposer Requests for Clarification and Change(s)	July 23, 2009
Proposal Due Date and Time	August 6, 2009 by 2:00 PM (Pacific)
Evaluation Period, Ending (<i>tentative</i>)	August 17, 2009
Notice of Intent to Award, Issued (<i>tentative</i>)	August 18, 2009
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Contract Execution Date (<i>tentative</i>)	September 1, 2009

No pre-proposal conference or meeting is scheduled for this solicitation.

III. PDC & PROJECT BACKGROUND

A. About the Portland Development Commission

PDC was created by a vote of Portland citizens in 1958 to serve as the city's urban renewal agency. In 2008, PDC celebrated its 50th anniversary. Throughout the past five decades, PDC has played a key role in keeping Portland one of America's most livable cities. Our mission is to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy and quality jobs and housing for all. Today, PDC is internationally recognized as a model for urban renewal success and sustainable practices.

PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, 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.

B. About the Project

PDC currently uses [Careerbuilder.com](https://www.careerbuilder.com) supported by paper applications for its employment application process. This process has proven to be slow and consequently PDC believes it has lost quality applicants from applying for jobs.

PDC would like to implement an applicant tracking system to support online recruiting as well as compliance and affirmative action reporting as well. This implementation will also decrease the time necessary to recruit, screen, and select new employees. PDC would like the system to allow screening, monitoring, reporting and compliance as well as provide hiring managers direct access to applications during the applicant screening process to more easily

partner with the Recruiter(s) in screening and selection. Additionally, PDC would like the applicant tracking system to interface directly with PDC's Enterprise Resource Planning (ERP) system, Lawson Software.

PDC is issuing this RFP to contract with a Project Manager (or "Contractor") to provide consulting and project management services to lead the implementation of PDC's "Applicant Tracking System" project (the "Project"). Key work tasks and responsibilities under a contract awarded from this RFP include the provision of information technology Project Management Services up to forty (40) hours per week over a six (6) month period. The Contractor (or "Contractor's Key Personnel") selected from this RFP will serve as PDC's Project Manager, representing PDC's interests on the above-mentioned Project. Project teams will likely include PDC staff, contractors, consultants and vendors.

See Exhibit A of this RFP which includes information on PDC's technical environment.

Note that selection, design and implementation of an applicant tracking system is outside the scope of this RFP. PDC intends to solicit these services through a separate competitive proposal process sometime in the future.

Proposers may be aware that PDC recently issued a different RFP for IT Project Management Services ([RFP #08-36](#)). Be aware that RFP #08-36 and RFP #09-01 (this RFP) differ in a ways (e.g. submittal requirements and evaluation criteria, scope of work, etc.). Proposers who responded to RFP #08-36 may also respond to this RFP but should review this RFP carefully and must submit a new original proposal, four (4) copies, etc.

IV. SCOPE OF WORK & CONTRACT REQUIREMENTS

This section describes **at a minimum** what PDC expects of the successful Proposer under a contract awarded from this RFP (the "Selected Contractor").

A. Scope of Work

PDC is seeking placement of a highly-skilled individual to serve as the Project Manager for the efforts outlined in Section II (B) above. The selected individual is anticipated to be assigned for the entire Project.

The role of the PDC Project Manager is to plan, execute, monitor, control, and close the project according to defined objectives and overall project management best practices, which includes identifying needed project resources, coordinating the efforts of team members and third-party contractors or consultants in order to deliver the project on time and within budget. This includes management of project scope, schedule, budget, change control, issues and risk management.

The Project Manager will be expected to work with the appropriate business users, stakeholders and peers in order to properly define the overall Project. Additionally, the Project Manager will be expected to introduce and manage quality control throughout the project's life cycle.

Key **Project Management** tasks and activities include:

1. Direct and manage the full project life cycle from project initiation and planning to deployment until handed to the PDC production support team.
2. Refine project scope, PDC goals and deliverables that support business goals in collaboration with the PDC Project Management Office (PMO), senior management and stakeholders.
3. Use Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) accepted best practices and tools for project management.
4. Become familiar with PDC program and business system owners' current and future business requirements; assess existing IT infrastructure, business practices and business objectives to identify gaps and opportunities.

5. Develop and maintain full-scale project plans and associated communications documents. Project plans include the project schedule, charter, project management plan, and other identified key deliverables appropriate to the project.
6. Refine the estimate of the resources and participants needed to achieve project goals on a regular basis to include assessing the need for additional staff and/or consultants and make these recommendations to the PMO Manager to procure such resources.
7. Refine the draft project budget proposals and recommend subsequent changes to project budget(s) if necessary.
8. Liaise with project stakeholders on an ongoing basis.
9. Effectively communicate project status and expectations to team members and stakeholders in a timely, consistent and clear manner.
10. Set and continually manage project objectives, scope, and expectations with team members and other stakeholders.
11. Delegate tasks and responsibilities to appropriate project team members.
12. Take a proactive approach to the identification, management and mitigation of project risks and issues.
13. Identify, manage and status project schedule, dependencies and critical path throughout the project lifecycle.
14. Plan, schedule and track project timelines, milestones and deliverables using appropriate tools.
15. Develop and deliver progress/status reports every two weeks, including using PDC-approved Earned Value Management (EVM) for tracking and forecasting of the project to the PMO Manager, Project Sponsor and Project Steering Committee. Additionally, presentations and related project documentation may be requested in support of project progress and status.
16. Proactively manage changes in project scope, schedule and budget, identify potential problems and utilize best practice risk management.
17. Ensure timely issue identification, resolution and appropriate issue escalation and establish and monitor compliance with standards for documentation and data.
18. Conduct project closing “lessons learned” meetings and submit a project close report, including lessons learned and recommendations for improvement to the PMO Manager.
19. Ad hoc project management tasks as they relate to the project

B. Contract Requirements

1. **Form of Agreement.** The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the “Contract”) with PDC. The terms and conditions that will govern the Contract can be found in Section VIII of this RFP, “Standard and Special Contract Terms & Conditions.” PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties.
2. **Compensation and Payment.** The “Not to Exceed” value of the awarded contract will be based on the sum of all proposed costs, including personnel/hours and applicable billing rates. Contractor’s personnel expenses, up to the Not to Exceed value, will be payable on a time and materials basis, based on the proposed billing rates. Payment Terms: **Net 30 Days.** Any subsequent change of the billing rates, maximum compensation, and/or term will be implemented by written Amendment to the Contract, signed by both parties.
3. **Term.** The initial contract term shall be for a period six (6) months which may be extended upon the mutual written agreement between the parties to the Contract.
4. **Compliance.** Before PDC will execute any Contract awarded from this RFP, successful Proposer must:
 - a) Be a legal entity that has the authority to [transact business in the State of Oregon](#);
 - b) [Obtain a City of Portland Business License](#);

- c) [Be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland;
- d) Provide adequate proof of insurance, as set forth in Section VII of this RFP, “Insurance Requirements.”

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. The conditions in this Section IV (B) (4) apply only to the successful Proposer and are not a condition to submit a proposal in response to this RFP.

V. 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 the proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the Proposer’s understanding of the requirements described in Section IV of this RFP, “Scope of Work.” See also Section VI (B) of this RFP, “Instructions to Proposers,” for overall proposal preparation and submission instructions. 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 considered for contract award.**

Multiple Key Personnel: Proposers may propose more than one (1) key personnel to complete the services required in Section IV of this RFP. If more than one key personnel are proposed in the same proposal, Proposer must respond to Sections V (C), (D) and (E) below for each proposed key personnel. PDC will have the option of selecting one of Proposer’s key personnel to perform the work.

A. Cover Letter

(Submittal Requirement – **Not Scored, but Required**)

In a one (1) page cover letter, provide a summary of your proposal. This cover letter should include a brief history of your firm and the name and short biography of the Key Personnel designated to provide Project Management services under an awarded contract. **Additionally, include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm’s primary contact(s) for this RFP, if different.**

B. Management and Organization

(Mandatory Submittal Requirement – **10 Maximum Points**)

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

1. Number of years Proposer’s firm has been in operation and number of years Proposer’s firm has been providing project management service for IT consulting projects
2. Describe firm’s quality assurance and cost control methods in relation to the Scope of Work as described in Section IV of this RFP
3. Indicate the firm’s management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice

C. Qualifications and Experience of Key Personnel

(Mandatory Submittal Requirement – **35 Maximum Points**)

Provide the name and resume of the individual proposed to perform work under a contract awarded from this RFP (the “Key Personnel”). Address the Key Personnel’s experience in the areas listed below:

1. Experience with applicant tracking systems
2. Serving as an expert on one or more vendors/products that are listed in this RFP (see Exhibit A)
3. Planning and managing organization-wide application build, test and deployment projects
4. Identifying and monitoring interdependencies between various application implementation activities
5. Planning and establishing post-Go Live activities including ongoing application support
6. Brief description of similar projects performed in the past five (5) years that best characterize Key Personnel's capabilities
7. List similar services the Key Personnel has provided to other public agencies

PDC strongly prefers Key Personnel who are certified as a Project Management Professional (PMP) through the Project Management Institute (PMI). State whether Key Personnel has PMP certification.

Additionally, list three (3) current or immediate past professional references, for projects of similar scale and scope as described in this RFP for PDC to contact regarding the Key Personnel's capability to perform the services described in this RFP. Please include the reference's company name, a contact person with phone number and email address and a description of the services provided for this reference. References may or may not be contacted at PDC's discretion. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal.

D. Project Approach and Methods
(Mandatory Submittal Requirement – **25 Maximum Points**)

Provide a clear and concise description of the approach and methodology your key personnel proposes to complete all requirements listed in Section IV of this RFP, "Scope of Work."

For each phase of work described in Scope of Work of this RFP, include the following:

1. Describe your a) proposed work tasks and activities; and b) approach and methods that will be used to accomplish these tasks and activities
2. Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors (if applicable)
3. List any additional PDC resources (staff, materials, network access, etc.) that are necessary for Selected Contractor or Key Personnel to complete this project

PDC encourages creativity and innovation for all aspects of the proposed project approach and methodology.

E. Price Proposal
(Mandatory Submittal Requirement – **25 Maximum Points**)

Prove the following in your Price Proposal:

1. **Hourly billing rate** paid to Key Personnel
2. **Mark-up Percentage rate (%)** applied to Key Personnel by Selected Contractor
3. **Not to Exceed hourly billing rate** (inclusive of, but not limited to, Key Personnel's hourly rate, associated mark-up rate, taxes, other payroll expenses, etc.)

4. **Total cost**, based on forty (40) billing hours per week for six (6) months (assume twenty-four (24) billing weeks over the 6-month period)
5. **Buy-out fee** for “Key Personnel” that are hired by PDC as regular employees after three (3) months of service or at any other established interval(s)
6. Any necessary **reimbursable** expenses anticipated to be charged

A range of hourly rates is not acceptable. ALL PRICES MUST BE FIRM.

F. Promotion of M/W/ESB Firms in Subcontracting Opportunities
(Mandatory Submittal Requirement – **20 Maximum Points**)

PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (collectively, “M/W/ESBs”) in order to promote their economic success and growth. PDC values, supports and nurtures diversity and encourages any firm contracting with PDC to do the same. All Proposers must address the following in their proposal:

1. Provide a narrative description of your firm's experience in promoting participation of M/W/ESBs as partners, subcontractors and/or suppliers on previous contracts.
2. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
3. If applicable, list any M/W/ESB firms that will be used as subcontractors or subconsultants on a contract awarded from this RFP, including their [M/W/ESB certification number](#).

G. Sustainability of Proposal
(Submittal Requirement – **5 Maximum Points**)

PDC values and is committed to practices that satisfy present needs without compromising the ability of future generations to meet their needs. Accordingly, the materials and methods used to submit a proposal in response to this RFP should meet or exceeds the requirements listed in Section VI (B) (5) of this RFP, “Sustainability of Proposal.” This includes the use of double-sided printing, recycled paper and exclusion of ring binders, section dividers, plastic spines and other extraneous presentation materials.

H. Proposer Certification
(Submittal Requirement – **Not Scored, but Required**)

Please read, detach, sign and return Section X of this RFP, “Proposer Certification,” with your proposal.

SUMMARY OF EVALUATION CRITERIA	
<u>Evaluation Criteria (Mandatory Requirements)</u>	<u>Maximum Points</u>
1. Management and Organization	10 Points
2. Qualifications and Experience of Key Personnel	35 Points
3. Project Approach and Methods	25 Points
4. Price Proposal	25 Points
5. Promotion of M/W/ESB Firms in Subcontracting	20 Points
6. Sustainability of Proposal	5 Points
	=====
	Total: 120 Points

VI. INSTRUCTIONS TO PROPOSERS

All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically addressed in this RFP, or a subsequent contract entered into, shall be governed by PDC's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

- A. Reservation of Rights:** PDC, in its sole discretion, reserves the right to change, 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 of any proposal; to obtain references regarding any Proposer's past performance from any source; and to negotiate a contract with the successful proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates PDC to award a contract from this RFP.
- B. Proposal Preparation and Submission Instructions:** Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate the Proposer has a thorough understanding of the needs of the project described in this RFP.
- **Quantities of Proposals.** Proposers shall submit the following which must be received by PDC no later than the "Proposal Due Date and Time" for this RFP at the location listed above:
 - **One (1) original proposal**
 - **Four (4) color photocopies** of the same pages
 - **One (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word**The original proposal must bear an original ink signature and must be marked "ORIGINAL."**
 - **Packaging and Labeling.** Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, all such package or envelope must be **clearly marked** with the following:
 - RFP Solicitation Number
 - Proposer's name and address
 - Name of the Solicitation Coordinator
 - Date and time proposals are due

PDC shall not be liable for any lost, late or improperly marked proposals.
 - **Form of Proposal.** Proposals must be typewritten on 8.5" x 11" white paper in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted. Proposals should address the submittal requirements of this RFP in a clear, concise and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.
 - **Sustainability of Proposal.** Unless specifically required in this RFP, PDC strongly discourages the submission of elaborate artwork, corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled. Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing at least 40% post-consumer waste content. Double-sided printing is strongly preferred.
- C. Preparation Costs:** PDC shall not be responsible for any costs incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.

- D. Pre-Proposal Meeting:** No pre-proposal conference or meeting is scheduled for this RFP.
- E. Requests for Clarification or Change:** All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFP or a contract awarded from this RFP, must be submitted in writing to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for clarification or change must be received by the Solicitation Coordinator **no later than 2:00 PM (Pacific Time) on the** "Deadline for Proposer Questions/Requests for Change," listed in Section II of this RFP.

Requests for clarification or change of this RFP may be sent by mail, email or fax to the Solicitation Coordinator identified above and must contain the following:

- RFP Solicitation Number and Title
- RFP Specification (or contract or insurance provision) being questioned
- Date of request for change or clarification (*not later than the date and time to submit a request for clarification or change*)
- Request for change or clarification

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

- F. Changes to this RFP:** Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFP will be issued in the form of a written 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 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 meeting for this RFP (if applicable), or during any other contact with PDC staff, Proposers are cautioned that this RFP will change **only** if confirmed by a written Addendum to this RFP.

It is the responsibility of all parties interested in this or any other PDC contract opportunity to refer frequently to PDC's "[RFPs/RFQs and Bid Opportunities](#)" website to check for any addenda that have been issued for this or other contract opportunity, up to the solicitation closing time. PDC may make a courtesy effort to notify interested parties of any addenda issued for this RFP; though, PDC is not responsible to notify interested parties by email or by any other means in the event an Addendum is issued by PDC.

- G. Single Point of Contact:** After this RFP has been issued and before an ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract must be directed to the Solicitation Coordinator identified herein.
- H. Prohibition of Lobbying in Support of Proposals:** After this RFP has been issued and before any contract has been awarded, Proposers are cautioned not to undertake any activity or action 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 specifically identified in this RFP. Doing so may be cause for proposal rejection.
- I. 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 awarded from this RFP, upon PDC's finding that it is in the public interest to do so.

- J. **Recycled Products:** Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under an awarded contract.
- K. **Captions.** The captions or headings used in this RFP are for convenience and reference only and in no way modify the scope or intent of any provision contained in this RFP.
- L. **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 sections 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."**

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 the 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.

- M. **Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the submittal requirements contained in this RFP and 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 their proposal. Failure by the Proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
- N. **Proposer Offer, Withdrawal and Modification:** Any proposal submitted in response to this RFP will be regarded by PDC as a binding offer by the Proposer to complete the work described above for a period of ninety (90) calendar days from the date proposals are due. This period may be modified upon the mutual agreement between PDC and Proposer. Proposals may be withdrawn or modified prior to the date and time proposals are due by written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the date and time proposals are due unless agreed to by PDC in writing.
- O. **Investigation of References:** PDC reserves the right to investigate references, the financial capacity, credit history and the past performance of any Proposer, including service(s) provided to PDC, with respect to Proposer’s successful performance on other projects; compliance with specifications and contractual obligations; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference that may be discovered, including information based upon PDC’s experience, in evaluating any proposal. PDC may postpone issuance of a Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any proposal at any time prior to PDC's execution of a Contract in the event a Proposer’s reference checks prove unsatisfactory.
- P. **Method of Evaluation:** 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 herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed submittal procedures and requirements. PDC reserves the right to waive what are, in PDC’s judgment, minor informalities or discrepancies. Evaluation will be based on the written information

submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the Proposers to determine the "Finalist Proposer(s)." Finalist Proposer(s) will be those highest-ranked Proposers after evaluation.

At its sole discretion, PDC may invite the Finalist Proposer(s)' Key Personnel 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 Proposer(s)' Key Personnel to the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC reserves the right to re-score the Finalist Proposer(s) or to use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award determination based on the overall strength of the Finalist Proposer(s)' proposal and interview.

- Q. Selection Process.** PDC reserves the right to select for contract award the Proposer that 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 on its own, is not determinative of the best overall value, benefit, convenience and service to PDC.
- R. Notice of Intent to Award.** After completion of the evaluation summary, PDC will name an "apparent successful Proposer" and issue a "Notice of Intent to Award" for this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to contract award. All competing Proposers will be notified of PDC's Intent to Award in writing, the identity of the apparent successful Proposer and will be given seven (7) calendar days to review the solicitation file and evaluation summary at PDC offices. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP.
- S. Protest of Selection Process.** Any protest of PDC's selection process must be submitted in writing to the PDC Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of issuance of the Notice of Intent to Award. The protest letter and envelope must be clearly marked with Proposer's name, the corresponding solicitation number and identified as an "RFP Protest." The Proposer's written protest must specify the legal, procedural and/or factual grounds upon which the protest is based and a statement of relief requested. The judgment used in proposal scoring by individual evaluators is not grounds for protest. Protests not asserted or not properly asserted within the timelines described herein shall be deemed waived by the protester.
- T. Negotiable Terms and Conditions:** After PDC has issued its Intent to Award and resolved all protest matters, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers shall note that all such negotiations will 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 impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer.

VII. INSURANCE REQUIREMENTS

Prior to contract execution, Selected Contractor will be required to furnish proof of the following types of insurance:

- A. **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. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
- B. **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.
- C. **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.
- D. **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 liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of insurance listing the “Portland Development Commission” at 222 NW 5th Avenue; Portland, OR 97209 as a certificate holder. The certificate(s) shall provide that Selected 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.

VIII. STANDARD AND SPECIAL CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Personal Services Contract (the “contract”) entered into by and between PDC and the Selected Contractor. PDC reserves the right to modify any term or condition of the contract prior to execution and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the Selected Contractor. **Proposers who take objection to any of the following terms and conditions must raise those objections, in writing, to the Solicitation Coordinator for this RFP** and do so by the Deadline for Proposer Questions/Request(s) for Change(s) listed in the Section II of this RFP, “Schedule of Solicitation and Contract Award Events.”

Standard Contract Terms and Conditions

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. 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.

10. 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.

11. 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.

12. Insurance

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

13. Ownership of Work Products

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

14. 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 I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this contract.

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.

Special Contract Terms and Conditions

1. Key Personnel

Contractor acknowledges that Commission's award of this contract to Contractor was made on the basis of the specialized background and abilities of the key Contractor and subcontractor personnel originally identified in Contractor's proposal (the "Key Personnel"). Therefore, Contractor specifically understands and agrees that any attempted substitution or replacement of any Key Personnel, without the written consent of the Commission, shall constitute a material breach of this contract. In the event that Key Personnel of Contractor become unavailable at any time, Contractor shall replace the Key Personnel with personnel having substantially equivalent or stronger qualifications than the Key Personnel being replaced, as confirmed and approved by Commission in writing. Contractor shall remove any individual performing services under this contract if so directed by Commission in writing following discussion with Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement. Contractor represents and warrants that all Key Personnel are fully licensed and/or registered to perform the particular services assigned to them under this contract. All Key Personnel will be required to

sign a Confidentiality Agreement prior to gaining PDC network access or obtaining other sensitive information.

2. Employer Responsibilities

Contractor shall assume all legal responsibility as the employer of the Key Personnel, including responsibility for withholding, accruing and paying all income, social security and other taxes and amounts required by law for Contractor's employees, if any. Contractor shall also be responsible for all insurance and other benefits required by law for Contractor and Key Personnel and all other benefits promised to Key Personnel by Contractor, if any. Contractor will inform Key Personnel that they are not considered to be employees of the Commission and that the Commission has no present or future obligation to employ Key Personnel or provide Key Personnel with any compensation or employment benefits. Contractor shall be solely responsible for the acts of the Key Personnel and Key Personnel will conduct their activities at Contractor's risk, expense and supervision. The Contractor shall be responsible for the hiring, discipline and firing of all Key Personnel.

3. Professional Standards of Conduct

While performing work under this contract on Commission's behalf, Contractor's Key Personnel shall work and conduct themselves in a professional manner with Commission employees, clients and the general public. Neither Contractor nor Contractor's Key Personnel shall use any confidential information gained in the course of performing work under this contract for personal gain.

4. Use of Commission Property

Contractor's Key Personnel shall not use the Commission's equipment, including but not limited to any software and hardware that provides access to any computer network, including the Internet, for any reason other than when required to perform services under the contract, unless authorized in advance by Commission.

[Remainder of page intentionally blank]

IX. PROPOSER CERTIFICATION

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

RFP #09-01: IT PROJECT MANAGEMENT SERVICES

1. The undersigned acknowledges receipt of Addenda Numbers ___ through ___ or N/A.
2. If selected to go to contract, prior to contract execution, Proposer shall satisfy all contract compliance requirements as set forth in Section IV (B) of this RFP.
3. Proposer certifies it is an independent contractor as defined by ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state or federal tax law.
4. Proposer certifies this proposal is truthful, 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.
5. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to PDC, 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.
6. 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.
7. 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, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in this proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Signature: _____ Date of Proposal: _____

Printed Name & Title: _____

Phone Number: _____ Email Address: _____

Proposer's Legal Business Name: _____

Proposer's Mailing Address: _____

Proposer's Federal Tax Identification Number (FEIN): _____

EXHIBIT A. PDC'S TECHNICAL ENVIRONMENT

Lawson Application Information

- Process Suites: 9.0.1 MSP: 1
- Environment: 9.0.1 ESP: 2

PDC runs "vanilla" Lawson (i.e. no customization of code).

Lawson Modules:

- Absence Management
- Accounts Payable
- Project & Activity Accounting
- Asset Management
- Benefits
- Cash Ledger
- General Ledger
- Human Resources
- Inventory Control (limited usage)
- Attribute Matrix
- Report Writer
- Flex Budgeting
- Matching
- Personnel
- Purchase Orders (service orders only)
- Payroll
- Requisitions

Other Databases and Data Warehouses

- Approximately 1 database with roughly 10 reports
- Two data warehouses – Loans and Financial

Other modules PDC is expecting to implement during FY09-10

- Lawson Business Intelligence
- Microsoft Dynamics
- Lawson Process Flow Integrator
- Lawson Budget and Planning
- Lawson Time Management
- Lawson Billing and Revenue

Supporting Software for Lawson

- Lawson MS/Excel Add-ins version 2.0.5
- MKS Toolkit version 9.1
- Merant's Micro Focus Net Express version 5 Cobol Compiler
- IBM Websphere Application Server ND version 6.1.0.19
- MS/IIS version 6.0
- MS AD-AM (LDAP)
- Java version 1.5
- perl version 5.8
- Bouncy Castle version 1.38

Partner applications with Lawson:

- BSI Taxfactory version 8.0
- Flexform version 5.5

The operating system and backend database consists of:

- Windows Server 2003 R2 SP2
- SQL Server 2005

Five product lines (Prod, Test, Dev, Train and Sand); each database is 10 GB

Application & Data Base Servers

Lawson electronic sizing was performed in May of 2008 reporting adequate HW for growth.

Server Model: Dell PowerEdge 2950

Memory: 16 GB

Processor: Dual Quad Core Intel® Xeon

Clock Speed: 3.0 GHz

END OF THIS RFP