

Investing in Portland's Future

PDC

PORTLAND DEVELOPMENT COMMISSION

REQUEST FOR PROPOSALS #09-23:

**FINANCIAL SYSTEMS CONSOLIDATION ASSESSMENT
AND
LAWSON PROJECTS & ACTIVITIES MODULE
IMPLEMENTATION STRATEGY**

Proposals Due: December 11, 2009
by 2:00 PM (Pacific Time)

**Direct all questions and submit one (1) original, six (6) color photocopies
and one (1) electronic proposal (on CD-R) to:**

Daniel Spero, CPPB
Senior Procurement Specialist
Professional Services
Portland Development Commission

222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-3291 (voice)
(503) 865-3738 (fax)
SperoD@pdc.us (email)
<http://www.pdc.us/> (www)

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

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I. REQUEST FOR PROPOSALS SUMMARY

Request for Proposals Title: **Financial Systems Consolidation Assessment and Lawson Projects & Activities Module Implementation Strategy**

Solicitation Number: **RFP # 09-23**

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

Contact Information: **(503) 823-3291** (voice)
(503) 865-3738 (fax)
SperoD@pdc.us (email)

Proposal Delivery Location**: **Portland Development Commission**
Attn: Daniel Spero, Professional Services
222 NW 5th Avenue
Portland, OR 97209

*** This is the sole point of contact for this RFP. Direct all questions regarding this RFP 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 (this "RFP"), the **Portland Development Commission** ("PDC"), the urban renewal agency for the City of Portland, Oregon, is seeking competitive proposals from qualified and experienced firms or teams ("Proposers" or "you(r)") for the provision of professional information technology consulting services to: 1) conduct a thorough business assessment of PDC's financial systems; 2) make recommendations for PDC to consolidate its various financial systems; and, 3) provide an implementation strategy for the Lawson Software Projects & Activities Module. 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	November 17, 2009
Pre-Proposal Meeting***	<i>Not applicable</i>
Deadline for Questions and Requests for Changes	December 1, 2009
Proposal Due Date and Time (no later than)	December 11, 2009 by 2:00 PM (Pacific)
Finalist Presentations and Interviews (<i>tentative</i>)	January 5-7, 2010
Evaluation Period, Ending (<i>tentative</i>)	January 8, 2010
Notice of Intent to Award, Issued (<i>tentative</i>)	January 12, 2010
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Contract Effective Date (<i>tentative</i>)	February 1, 2010

***** No pre-proposal meeting is scheduled for this RFP.**

III. PDC AND PROJECT BACKGROUND

A. ABOUT THE PORTLAND DEVELOPMENT COMMISSION

Created by a vote of Portland citizens in 1958, PDC serves as the urban renewal agency for the City of Portland, Oregon. In 2008, PDC celebrated its 50th anniversary. Throughout the past five decades, PDC has played a key role in making 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, project management, economic and community development, architecture, law and other specialties 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 development; 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 key 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.

For more information, visit the PDC website at <http://www.pdc.us>

B. ABOUT THE PROJECT

In July 2000, PDC implemented Lawson Software (“Lawson”) General Ledger, Accounts Payable, Cash Ledger, Projects & Activities, Procurement, Payroll and Human Resources (to support of payroll only), enterprise-wide.

In December 2007, PDC adopted an Enterprise Resource Planning (“ERP”) strategy that is centered on the continued use and roll-out of additional functionality of Lawson. As a result, PDC intends to invest in Lawson to meet the evolving needs of PDC. The first project towards that end was the build-out of the Lawson Human Resources module which went live in August 2008. Additionally, an Enterprise Architecture (“EA”) was created to roadmap future business applications to meet PDC needs around that time.

In May 2008, PDC determined that its Lawson applications, systems foundation and user interface would be upgraded to the most recent version to ensure integrity of the system and to establish a foundation to build out additional functionality. PDC also determined that its chart of accounts should be restructured in conjunction with the upgrade to sustain Lawson maintenance and reporting needs. The “Lawson 9 Plus” project kicked off in October 2008 and went live at the end of June 2009.

In August 2009, PDC issued an RFP for consulting services to develop a Business Intelligence Strategy and to implement the Lawson Time Management module. PDC awarded this work to CIBER, Inc. This project is currently underway and is scheduled to be completed in April 2010. Proposers should know that PDC will not grant CIBER, Inc. any special consideration during the evaluation phase of this RFP if they choose to submit a proposal in response to this RFP. All proposals will be given equal consideration and will be evaluated on their merits.

Currently, the PDC Lawson system interfaces with multiple other software systems, databases, and data warehouses in order to accomplish PDC’s financial business. There are currently three (3) non-Lawson third-party software systems that house, track and provide financial functionality for PDC: Mitas, Encompass, and ACT! In addition, there are approximately ninety-five (95) databases, with roughly ten (10) reports per database, as well as two (2) data warehouses that also house, track and provide financial functionality for PDC. PDC would like to consolidate the financial systems into the Lawson system, as appropriate, and streamline the financial functionality of PDC.

At the present, PDC is using the Lawson Projects and Activities Modules in a limited way and would like to determine the best strategy as to how to build out this module for the purposes of tracking full project cost accounting across PDC.

PDC is issuing this RFP to select a Firm (the “Selected Firm” or “Contractor”) to provide consulting services for a portion of the next phase of PDC’s ERP strategy: the “Financial Systems Consolidation Assessment and Lawson Projects and Activities Module Implementation Strategy” project (this “Project” or “project”).

C. PROJECT OBJECTIVES

The primary deliverables to be provided by the Selected Firm under a contract awarded from this RFP include:

1. A report that will recommend how PDC can best consolidate PDC's various financial systems (the "Assessment"). This Assessment must include the following:
 - a. PDC's baseline business and technical analysis of the current financial systems structure and capabilities
 - b. Proposed future state technical design and architecture model of consolidated financial systems that includes, but isn't limited to, the following:
 - i. Business and technical processes that best fit PDC
 - ii. Business and technical requirements and task identification
 - iii. Provide proof of concept (POC) on phase-out plan for non-Lawson systems (i.e. Mitas, Encompass and ACT!), databases and data warehouses
 - iv. Ability to meet financial requirements for corporate governance, legal, legislation and auditing
 - v. Capability to achieve and sustain ERP Strategy objectives
 - vi. Identify applications and modules in Lawson primarily, or any others if necessary, that will provide the tools PDC needs to establish and build out the future state
2. A report outlining PDC's best use(s) of the Lawson Projects and Activities module that includes:
 - a. An analysis of PDC's projects and activities cost accounting requirements and needs. Note this analysis should be consistent and integrated with any recommendations from the Assessment outlined above and below (Section IV.A.3).
 - b. A strategy for implementation and roll-out of the Lawson Project and Activities module including:
 - i. Recommended configuration changes to Projects and Activities module
 - ii. Recommended activity group and level structure to address requirements
 - iii. Logistics for transitioning from current Project and Activities configuration to new configuration
 - c. Required business process changes
 - d. Impact of changes on other Lawson and non-Lawson applications

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

IV. SCOPE OF WORK AND CONTRACT REQUIREMENTS

This section describes, at a minimum, PDC's expectations of the successful Proposer (the "Selected Firm") under a contract awarded from this RFP.

A. SCOPE OF WORK

Key services Selected Firm shall provide PDC under an awarded contract include:

- ❖ Project Management
- ❖ Baseline Business and Technical Design and Analysis
- ❖ Future State Business and Technical Design and Modeling
- ❖ Creation of a Lawson Project and Activities Module Implementation Strategy

Specifically, the Selected Firm will perform the following tasks and activities and provide PDC with the deliverables (or "Work Products") listed below:

1. Project Management

Selected Firm shall provide a part-time Project Manager to collaborate with PDC's full-time Project Manager to plan and manage this project throughout its lifecycle.

a. The objectives for project management are:

- i. The project will be completed on schedule, within budget, and within scope
- ii. The project plans and outcomes will align with project objectives and the business objectives of the PDC
- iii. The project will be managed through all phases

b. Selected Firm Project Management responsibilities:

- i. Lead and participate in the Project Initiation Call and Project Kick-off Meeting
- ii. Manage the Selected Firm's resources, budgets, and schedules
- iii. Attend and participate in project steering committee meetings for one hour every two weeks
- iv. Attend and participate in project status meetings for one hour every week
- v. Develop Selected Firm Project Status Report every two weeks that include prior two weeks accomplishments and planned future activities

c. PDC Project Management responsibilities:

- i. Lead the development of the Project Schedule, based on agreed-upon dates and deliverables
- ii. Establish the Project Management Plan that includes scope, project resources, roles, responsibilities, key deliverables and success criteria
- iii. Manage all PDC Project Team resources

- iv. Schedule and lead project steering committee meetings for one hour every two weeks
- v. Schedule and lead project status meetings for one hour every week
- vi. Management of any 3rd party vendor relationships and issues
- vii. Create a communication plan that encompasses the project team, key stakeholders and vendor
- viii. Develop Project Status Report every two weeks that include prior week accomplishments and planned future activities

d. Shared PDC and Selected Firm responsibilities:

- i. Determine and agree on timelines and major milestones
- ii. Develop, maintain and communicate a Project Schedule identifying tasks to ensure successful project implementation and monitor progress against the plan
- iii. Determine and manage risks which may jeopardize project success
- iv. Identify bottlenecks and work to resolve them
- v. Monitor and control project scope and progress against milestones
- vi. Manage project change, including scope, schedule, and cost control
- vii. Resolve and/or escalate issues in a timely manner

e. Deliverables to be provided by Selected Firm to PDC for the tasks and activities described in this section include:

- i. Project Initiation Call Agenda
- ii. Selected Firm's contributions to Project Management Plan for the Baseline and Future State Phases
- iii. Selected Firm's contributions to Project Schedule for the Baseline and Future State Phases
- iv. Selected Firm Project Status Reports

f. PDC and the Selected Firm will collaborate on the following products:

- i. Project Management Plan
- ii. Project Schedule
- iii. Project Team Organization Chart
- iv. Kick-off Meeting Agenda and Presentation
- v. Project Budget
- vi. Budget vs. Actual Reports
- vii. Project Steering Committee Meeting Agendas, Notes, and Updates
- viii. Project Status Meeting Agendas and Notes
- ix. Communications Plan
- x. Project Change Request Documents as needed

- xi. External Project Communications (those not listed in any of the included deliverables)
- xii. Project Status Reports every two weeks
- xiii. Risk Tracking Log
- xiv. Issue Tracking Log

2. Baseline Technical Design and Analysis

Selected Firm shall provide application consultants who adequately understand the functional usage of Lawson modules at PDC as listed in EXHIBIT A of this RFP and those potentially necessary for this RFP.

a. The objectives for this project phase are:

- i. A documented technical baseline of current PDC financial systems structure and capabilities which includes PDC projects, loans, programs, contracts, and property records and reports. This baseline will also include:
 - a) Defined technical requirements and blocks of information with increased emphasis on the quality of data that PDC will track and report on
 - b) All tasks and technical processes required to run PDC's financial business will be identified and documented
 - c) An analysis of system fit and subsequent gaps
- ii. Identify high-level business goals, strategies and tactics to clarify description of business motivation and definition of importance.
- iii. Define business terms and model business facts to clearly define scope and project boundaries.
- iv. Discover and define data-related business rules to use for business-recognizable foundation for logical data models.

b. To complete this project phase, Selected Firm shall complete the following tasks and activities:

- i. Evaluate, analyze, and use current PDC existing business process mapping and workflows for baseline analysis
- ii. After an evaluation of PDC existing documentation and background, conduct interviews with PDC staff to understand the functional processes related to financial systems processes
- iii. After evaluation of PDC existing documentation, conduct technical requirements and task identification interviews with PDC staff
- iv. Evaluate current systems including Mitas, ACT!, Encompass, Real Estate databases (Real Property Transaction database and Real Estate Portfolio database), Project Portfolio (an internally-developed tool) and other existing databases and data warehouses
- v. Determine business need for two current warehouses (Loans and Financial) for future systems need and connectivity

- a) Identify data acquisition or source system data to reside in enterprise data warehouse
 - b) Identify data storage business requirements
 - c) Identify data delivery requirements
- vi. Determine required system settings and initial decision on optimal system settings
- vii. Determine any financial functionality needs PDC has that should be built into the future state as well as any existing functionality that PDC no longer needs that should not be included in the future state
- viii. Determine operational needs vs. analytical needs of PDC
- ix. Work with the PDC internal re-organization and organizational development work, as appropriate
- x. Analyze where program and project performance data should be housed
- xi. Provide both a visual financial flow of information mapping/schematics and a descriptive assessment report of the design and model

c. In support of this project phase, PDC will:

- i. Provide as-is process, workflow, and policy documentation including, but not limited to the following:
 - a) Information Foundation project documentation and information relationships
 - b) Enterprise Content Management (ECM) workflows for loans and grants that were a part of the system deployment
 - c) Enterprise Resource Planning (ERP) Lawson 9 Plus project process mapping and documentation
 - d) Enterprise Architecture (EA) map and report
 - e) Enterprise Resource Planning (ERP) Strategy
- ii. Participate in technical process review, validation, and definition sessions
- iii. Perform technical system review
- iv. Be available for interviews regarding functional processes as well as technical requirements and task identification
- v. Provide timely review of all draft deliverables

d. Deliverables to be provided by Selected Firm to PDC for the tasks and activities described in this section include:

- i. Draft and Final Baseline Technical Design and Flow Model, in both a visual mapping and a descriptive assessment report
- ii. Draft and Final Define Business Terms at the atomic level definition (i.e. lowest level)
- iii. Draft and Final Analyze business concepts, analyze gaps in data model, and add missing concepts to data model
- iv. Draft and Final Analyze current source data, analyze gaps, and enhance current source data for gaps

PDC will provide timely review and feedback on the draft deliverable; Selected Firm will incorporate comments and feedback into the final Baseline Technical Design and Analysis deliverable.

3. Future State Technical Design and Modeling

Selected Firm shall provide application consultants who adequately understand the functional usage of Lawson modules at PDC as listed in EXHIBIT A and those potentially necessary for this RFP.

a. The objectives for this project phase are:

- i. A documented technical design and model of the future consolidated PDC financial systems structure and capabilities which includes PDC projects, loans, programs, contracts, and property records and reports. This design will also include:
 - a) All interfaces, conversions and enhancements required
 - b) All PDC financial tasks and processes
 - c) All Lawson modules PDC will need to purchase or further implement for future state technical design and model as well as outline the timing of implementation for these modules in conjunction with those PDC is currently implementing and will be implementing in the future

b. To complete this project phase, Selected Firm shall design the technical model and implementation process ("Proposed Structure") for a restructured, consolidated financial system based on PDC defined functional requirements. This Proposed Structure shall include the following activities:

- i. Evaluate the 'Budget Projector' and 'Payables Worksheet' Excel spreadsheets for requirements and incorporate into the future state process and model as applicable
- ii. Document decisions made and accept or modify recommendations
- iii. Create system design documentation and review with PDC
- iv. Document and resolve issues identified during review with PDC
- v. Determine how best to utilize the new features and functions available in existing Lawson software
- vi. Identify the differences between the current technical model and the future state technical model
- vii. Design new system processes as appropriate
- viii. Analyze loan transactions currently processed in Mitas for optimal configuration in the Proposed Structure
- ix. Provide proposed re-engineering of current systems including Mitas, Encompass, ACT!, Real Estate databases (Real Property Transaction database and Real Estate Portfolio database), Project Portfolio, and other existing databases and data warehouses including, but not limited to, the following:

- a) Evaluating the optimal configuration of all financial transactions and tracking, including Accounts Payable and payments on all loans, currently in the Mitas and ACT! systems
- b) Evaluating the optimal configuration of payment applications currently in the Mitas system
- c) Review the relationship of batch data currently in the Encompass system
- d) Evaluating the optimal configuration of end user reports, including those in Mitas, Lawson, and data warehouses
- e) Evaluating the optimal configuration of loan origination data, currently in Mitas
- f) Evaluating the optimal configuration of single family loans, currently in Mitas
- g) Evaluating the optimal configuration of eleven (13) financial assistance programs: [Development Opportunity Services](#) (DOS) (1), [Storefront Improvement Program](#) (1), [Signage and Lighting Improvements Program](#) (SLIP) (1), [Business Finance loans and grants](#) (7), [Enterprise Zone](#) (E-ZONE) (1) [Commercial Property Redevelopment Loan Program](#) (1) and [Community Livability Grant Program](#) (1) *(Follow web-links for background information on these programs.)*
- h) Evaluating the optimal configuration of tracking acquisition costs and real market values currently in the Real Estate database
- i) Recommended approach for conducting data clean-up of changed project codes
- j) Identifying functions that are not best housed in Lawson and/or should not be incorporated into the Proposed Structure at this time
- k) Evaluating other existing databases as appropriate
- l) Recommending where and how program and project performance data should be housed
- m) Evaluating the optimal configuration for the establishment of unique ID loan numbers and how they will be pushed into Lawson, Mitas, Encompass, and any other appropriate system
- n) Evaluating the optimal configuration and location of amortization schedules, payments, and payoffs for loan servicing
- x. Define business rules and unique identifications (IDs) that will support the future state
- xi. Evaluate how a consolidated financial model will interact with Enterprise Content Management (ECM) system, HP/Tower TRIM Context6, including workflow and contact management
- xii. Incorporate email notifications (Exchange 2007) and workflows (HP/Tower TRIM Context6 and Lawson Process Flow), as appropriate
- xiii. Recommend a strategy for potential phase-out and decommissioning of current non-Lawson PDC systems, databases, and warehouses

- xiv. Recommend a future state technical design and model that has the following characteristics:
- a) A defined, single source of information and input for data entry and information
 - b) A defined, single source for tracking for reviews, appraisals, and inspections
 - c) Fully integrates with existing and near term PDC Lawson system as well as interacts and connects with Lawson modules as appropriate, including the implementation of Business Intelligence
 - d) Supports reconciliation of accounts
 - e) Includes all financial information sources, flows, and storages
 - f) Supports transactional processes with pipeline scenarios for tracking and to track against budget in real time
 - g) Connects to Budget and Budget revisions to tracking of financials and project expenses
 - h) Provides balances of projects (budget vs. expenditures and proposed expenditures)
 - i) Manages multiple accounts for single loans and allows these to tie together for transactional processing
 - j) Complies with audit guidelines and regulatory compliance of the U.S. Department of Housing and Urban Development (HUD)
 - k) Allows for user role-based security layers for transparency
 - l) Supports business-user needed data for tracking of borrower information and loan terms
 - m) Allows for tracking of leases, work orders, payments, properties, invoices, holding costs, and receivables by month and by tenant
 - n) Allows for tracking of revenues and expenses for each property, Urban Renewal Area (URA), project, and parcel of land
 - o) Provides ability to manipulate and slice data by relocation, project, displacee, income, expenditure, and 3rd party contractors
 - p) Includes Environmental and Construction services costs
 - q) Connects, as appropriate, with Requisitions and Work Order systems
 - r) Connects with Property database geospatial data source
 - s) Supports more consistent inclusion of Property database fields
 - t) Allows for exporting to MS Excel and Access
 - u) Supports accessible and easy use for end users
 - v) Ensures that data quality is high and compliant with financial requirements for corporate governance, legal, legislation and audits

- w) Provides a controlled environment around financial information and transactions
 - x) Provides both a visual financial flow of information mapping/schematics and a descriptive assessment report of the design and model
- xv. Present the draft future state technical design and model to PDC leadership and technical teams

c. In support of this project phase, PDC will:

- i. Participate in future state strategy discussions.
- ii. Review and provide timely feedback to the Selected Firm on all drafts deliverables.
- iii. Approve deliverables once they have met PDC standards and needs.

d. Deliverables to be provided by Selected Firm to PDC for the tasks and activities described in this section include:

- i. Draft and Final Proposed Phase-Out Plan for current non-Lawson PDC systems, databases, and warehouses.
- ii. Draft and Final Future State Technical Design and Model, including Functional and Technical Requirements, in both a visual mapping and a descriptive assessment report.
- iii. Draft and Final Estimate of resources (labor, materials and equipment), both internal and external to complete the Phase-Out Plan and to implement the Future State Design.
- iv. Presentation of Draft Future State Technical Design and Model

PDC will provide timely review and feedback on the draft deliverable; Selected Firm will then incorporate changes and comments into final deliverables.

4. Creation of a Lawson Projects & Activities Module Implementation Strategy

Selected Firm shall provide application consultants who adequately understand the functional usage of the Lawson Projects and Activities module and those potentially necessary for this RFP.

a. The objective for this part of the project is to create a strategy for the functional implementation of the Lawson Projects and Activities module that includes:

- i. Defining what PDC's business requirements are satisfied by implementation of the modules' functionality, including project management and cost accounting
- ii. Developing a strategy document that will drive how the functionality will satisfy PDC business requirements and how the module will be rolled out to PDC

b. To complete this part of the project, Selected Firm shall complete the following tasks and activities:

- i. Review previously-completed design work on possible usage of the Project and Activities Module
- ii. Evaluate the tie-in to PDC's internally-developed Project Portfolio application

- iii. Provide recommendations for integration and/or interfaces to the Project Portfolio application
 - iv. Provide recommendations for integration with possible future implementation of Lawson Budget and Planning (LBP).
 - v. Document a modified or new design document which can be used as a road map for revising the implementation of Lawson Project and Activities at PDC.
 - vi. Determine potential impact on other applications and systems (Lawson and non-Lawson) including time keeping-issues and budget tracking issues between GL and AC
- c. In support of this project phase PDC will:**
- i. Make staff resources available for interviews regarding business requirements and functional processes
 - ii. Review and provide timely feedback to the Selected Firm on all drafts deliverables
 - iii. Approve deliverables once they have met PDC standards and needs
- d. Deliverables to be provided by Selected Firm to PDC for the tasks and activities described in this section include:**
- i. Draft and Final business requirements for Lawson Projects and Activities implementation effort
 - ii. Draft and Final Lawson Projects and Activities roll-out strategy.
 - iii. Presentation on draft Lawson Projects and Activities roll-out strategy.

PDC reserves the right to modify, add and/or remove certain tasks and activities prior to contract execution; or through equitable amendment to the contract, after contract execution.

B. PERFORMANCE SCHEDULE

Work is expected to be performed and deliverables provided to PDC in accordance with the following schedule. For the purposes of this RFP, all dates are tentative and subject to further review and revision, unless stated otherwise.

PERFORMANCE SCHEDULE	
Deliverables	Estimate Deliverable Due Date
Anticipated Contract Execution Date	See Section II of this RFP
Project Initiation Call Agenda	No later than five (5) calendar days after contract execution
Project Initiation Call	No later than ten (10) calendar days after contract execution
Selected Firm's contributions to Project Management Plan	No later than fifteen (15) calendar days after contract execution
Selected Firm's contributions to Project Schedule	No later than fifteen (15) calendar days after contract execution
Selected Firm Project Status Reports	Every two weeks starting fourteen (14) calendar

	days after contract execution
Draft Baseline Technical Design and Flow Models	No later than forty five (45) calendar days after contract execution
Draft business requirements for Lawson Projects and Activities implementation effort	No later than forty five (45) calendar days after contract execution
Final Baseline Technical Design and Flow Models	No later than sixty (60) calendar days after contract execution
Final business requirements for Lawson Projects and Activities implementation	No later than sixty (60) calendar days after contract execution
Proposed Phase-Out Plan	No later than eighty (80) calendar days after contract execution
Draft Future State Technical Design and Model including Functional and Technical Requirements	No later than eighty (80) calendar days after contract execution
Draft Lawson Projects and Activities roll-out strategy	No later than eighty (80) calendar days after contract execution
Presentation of Draft Future State Technical Design and Model	No later than eighty (80) calendar days after contract execution
Presentation on draft Lawson Projects and Activities roll-out strategy	No later than eighty (80) calendar days after contract execution
Final Future State Technical Design and Model including Functional and Technical Requirements	No later than ninety (90) calendar days after contract execution
Final Lawson Projects and Activities roll-out strategy	No later than ninety (90) calendar days after contract execution

C. 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 the “Terms of the Contract” section of this RFP. 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; commencement of work will be ordered upon PDC’s issuance of a Notice to Proceed to the Selected Firm.
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 as well as reasonable reimbursable expenses, including travel expenses. Firm’s personnel and reimbursable expenses, up to the Not to Exceed value, will be payable on a time and materials basis, based on the proposed billing rates and reimbursable rate schedules. 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. **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 the "Insurance Requirements" section 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. **The conditions in this section apply only to the successful Proposer and are not a condition to submit a proposal in response to this RFP.** Web addresses for the links provided in this and other sections can be found in EXHIBIT C of this RFP.

4. **Contract Budget.** PDC's budget for a contract awarded from this RFP is \$200,000 - \$400,000. PDC reserves the right to deem any proposal in excess of \$500,000 as non-responsive to this RFP.

D. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC by Selected Firm under an awarded contract shall be in electronic format on CD-ROM, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (ex. Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations)
- 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
- Web quality (standard resolution) PDF documents suitable for posting on our website

All draft, interim and final documents shall be sent in Microsoft Word, where possible. When requested by PDC, Firm will also provide up to three (3) hard copies of any document, preferably on recycled paper.

V. SUBMITTAL REQUIREMENTS AND 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 your understanding of the requirements described in 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 WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

A. COVER LETTER

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

In a one or two page cover letter, provide a summary of your proposal. This cover letter should include a brief history of your firm and the services your firm proposes to provide PDC. Additionally, include the mailing address, phone and fax numbers and email address of your firm's primary point of contact for this RFP. Finally, if your proposal is printed on recycled paper, state the post-consumer waste recycled paper content of the proposal (see "Sustainability of Proposal" section below).

B. QUALIFICATIONS AND EXPERIENCE OF FIRM

(Mandatory Submittal Requirement: **15 Points Maximum**)

Provide a description of your firm's experience in providing services similar to those described in this RFP. For this section, also include the following information:

1. Number of years proposer's firm has been in operation and number of years proposer's firm has been providing IT consultation and assessment services as described in Section IV of this RFP
2. PDC prefers a partner with experience in Lawson, finance, loans, real estate, and government for this project; state whether or not proposer is Lawson-certified
3. Brief description of similar projects performed in the past five (5) years that best characterize firm's capabilities
4. Describe firm's quality assurance and cost control methods in relation to the Scope of Work as described in Section IV of this RFP
5. 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
6. List similar services firm has provided to other public agencies
7. Any other information that Proposer believes makes the work they propose to perform on PDC's behalf superior to that of other firms or information about Proposer's specialty or particular skill to perform a requested task.

C. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

(Mandatory Submittal Requirement: **20 Points Maximum**)

Provide a short but complete profile of each key individual you propose to perform specified tasks under a contract awarded from this RFP (the "Key Personnel"). For each Key Personnel proposed, provide information on their education, work history and professional certification(s) as well as their experience with Lawson software, finance, loans, real estate and government (limit: one page per person). Personnel résumés may be used for this section, but are not required. For this section, also provide the following:

1. Description of the proposed Project Manager's experience with similar projects
2. An organizational chart of the proposed project team

Proposer's designated personnel are expected to be available for the duration of an awarded contract. Any replacement, substitution and/or addition of proposer's designated personnel shall be subject to the PDC's written approval.

D. PREVIOUS RELATED PROJECTS AND WORK PRODUCTS
(Mandatory Submittal Requirement: **15 Points Maximum**)

Provide a list and summary of your firm's previous project work history, using project of similar scope and scale as that described in the "Scope of Work" section of this RFP. For each of the projects listed, provide the following:

1. Short summary of project, highlighting scope and other similarities
2. Key personnel involved and their responsibilities
3. Delivery timeline
4. Work products generated
5. Reference information (see below)

Provide **no more than five (5)** summaries of previous projects and related work products.

References. For at least three (3) of the related projects provided for this submittal requirement, list reference information for PDC to contact regarding the quality of work products, as well as cost, scope and schedule control. Include the name of the client, 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.

E. PROJECT APPROACH AND METHODS
(Mandatory Submittal Requirement: **25 Points Maximum**)

Provide a clear and concise description of the approach and methodology your firm 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; b) approach and methods that will be used to accomplish these tasks and activities; c) specific personnel assigned to project tasks and activities; d) proposed Work Product(s) or deliverable(s) that will result from each task or activity; e) time frame estimated to complete each phase of the project
2. Describe how financial data control and security of PDC's financial information will be addressed in your work
3. Describe how quality control and risk mitigation will be addressed in your work and that of subcontractors (if applicable)
4. List, **in table form**, any additional PDC resources (staff, materials, network access, etc.) that are necessary for Selected Firm to complete this project

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

F. PRICE PROPOSAL

(Mandatory Submittal Requirement: **20 Points Maximum**)

Propose the total estimated cost to effectively complete the work and requirements described in the “Scope of Work” section of this RFP.

Total estimated cost must include:

1. **Hourly rates of each Key Personnel** assigned to perform work under an awarded contract as well as the **estimated number of hours** each personnel will be expected to complete each task. A RANGE OF HOURLY RATES IS NOT ACCEPTABLE. ALL PRICING IS FIRM.
2. Any direct or indirect **reimbursable expenses**, including travel expense (see below) and those of subcontractors. State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage.

To facilitate evaluation, the Price Proposal should be itemized by the major task headings in the “Scope of Work” section of this RFP. Proposers may complete EXHIBIT B, but are not required to. All unspecified costs shall be borne by Selected Firm. Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services.

Travel Expenses. If travel will be required to complete services on a contract awarded from this RFP, propose a summary for such travel. This summary shall include: 1) destination(s); 2) name(s) and/or title(s) of Selected Firm personnel traveling; 3) travel days, plus days onsite; 4) cost per Firm personnel; 5) method of local travel; and, 6) total travel cost. Under a contract awarded from this RFP, Selected Firm must receive prior written authorization from PDC for all such travel. All travel expenses will be billed to PDC at direct cost (i.e. without mark-up). Except for meals, PDC may request Firm provide PDC with receipt copies of all travel expenses for which reimbursement is sought. PDC will reimburse Selected Firm’s travel expenses only when the travel is essential to the normal discharge of Selected Firm’s obligations under the Contract. Selected Firm shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. Additionally, limit proposed travel expenses in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles*
- Hotel stay must be at moderate standard room rate
- Meals and incidental expenses (M&E) will be calculated using the current U.S. General Services Administration (GSA) [per diem rate](#) for Portland, Oregon
- Mileage for privately-owned vehicles (POV) will be reimbursed at the current [GSA mileage rate](#)

* Proposers should note that Portland, Oregon has an excellent [regional public transit system](#), including light rail transportation from the Portland International Airport (PDX) to downtown Portland. PDC strongly encourages the use of public transportation for all local transit in the performance of work under a contract awarded from this RFP.

G. PROMOTION OF M/W/ESB FIRMS IN SUBCONTRACTING OPPORTUNITIES
(Mandatory Submittal Requirement: **20 Points Maximum**)

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. 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 projects.
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](#).

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

- View the [OMWESB website](#) for a list of M/W/ESB firms
- Attend an [Oregon Association of Minority Entrepreneurs](#) (OAME) Architects, Engineers, Professional & Technical (AEPT) meeting
- Contact PDC’s M/W/ESB Coordinator, John Classen, at (503) 823-3667 or visit [our website](#) to learn more about some of the resources available to assist you in identifying potential subcontractors or subconsultants for your team

H. SUSTAINABILITY OF PROPOSAL
(Submittal Requirement: **5 Points Maximum**)

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 exceed the requirements listed in Section VI.B.4 of this RFP (“Sustainability of Proposal”). **This includes the use of a) double-sided printing and recycled paper and b) exclusion of ring binders, section dividers, plastic or metallic spines and other extraneous presentation materials.** State the post-consumer waste recycled paper percentage in the cover letter of the proposal. Other than identifying the recycled paper content in the cover letter, Proposers are not required to respond to this submittal criterion in writing.

I. PROPOSER CERTIFICATION
(Submittal Requirement: **Not Scored, but Required**)

Complete and return Section IX of this RFP (“Proposal Certification”) with your proposal.

SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP	
EVALUATION CRITERIA	MAX. POINTS PER CRITERIA
• Qualifications and Experience of Firm • Qualifications and Experience of Key Personnel • Previous Project and Related Work Products • Project Approach and Methods • Price Proposal • Promotion of M/W/ESBs in Subcontracting Opportunities • Sustainability of Proposal	15 Points 20 Points 15 Points 25 Points 20 Points 20 Points 5 Points
Total Available Points	120 Points
OTHER SUBMITTAL REQUIREMENTS	
• Cover Letter • Proposer Certification	Not Scored, but Required Not Scored, but Required

VI. TERMS OF THIS RFP

All proposals submitted in response to this RFP are subject to the terms 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 must 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 must submit the following which must be received by PDC no later than the "Proposal Due Date and Time" (See Section II of this RFP) at the location listed in Section I of this RFP:
 - **One (1) original** proposal
 - **Six (6) 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."

2. **Packaging and Labeling.** Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, the 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.

3. **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.

4. **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 meeting is scheduled for this RFP.

- E. **Requests for Clarification or Change.** All requests for clarification or change of the Scope of Work, procurement process, contract terms, insurance requirements or any other matter contained in 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 Questions and Requests for Changes," listed in Section II of this RFP.

Requests for clarification or change of this RFP must 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
- Specific request for change or clarification

- F. **Changes to this RFP.** Any change or clarification of the Scope of Work, procurement process, contract terms, 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.

THIS RFP WILL CHANGE ONLY BY A WRITTEN ADDENDUM TO THIS RFP.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to PDC's "[RFPs/RFQs and Bid Opportunities](#)" website to check for any addenda that have been issued for this RFP. PDC may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, PDC is not required to notify interested parties by email or by any other means in the event an Addendum is issued by PDC for this RFP for this RFP.

- G. **Single Point of Contact.** After this RFP has been issued and before an awarded Contract has been executed, direct all questions, comments and/or requests for clarification or change regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section I of this RFP.
- 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. **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.
- J. **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."

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.

- K. Publicity.** Any publicity giving reference to the project described in this RFP, whether in the form of a press release, brochure, photographic coverage, etc., shall only be made with the prior written consent of the PDC Public Affairs Department and then only in coordination with the PDC Public Affairs Department.
- L. 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 may request individual Proposers to provide information to clarify their proposal or obtain additional information about details in their proposal.
- M. 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 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.
- N. Investigations.** PDC reserves the right to investigate the references, financial capacity, credit history and 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 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.
- O. Method of Evaluation.** After PDC opens all timely-received proposals, unless this RFP is canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria provided in this RFP. 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, responsive Proposers after evaluation.

At its sole discretion, PDC may invite the 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 the Finalist Proposer(s) 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)' proposals or to use the original scores solely as the basis to

determine the Finalist Proposer(s) and make an award decision based on the overall strength of the Finalist Proposer(s)' proposal and interview.

- P. 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.
- Q. Notice of Intent to Award.** After completion of the evaluation process, PDC will name an "apparent successful Proposer" and issue a "Notice of Intent to Award" a contract to 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 at PDC offices. Appointments can be made by contacting the Solicitation Coordinator listed in Section I of this RFP.
- R. 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.
- S. 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 and other contractual matters. All such negotiations will be minimal, 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 Firm must furnish proof of the following types of insurance:

- A. **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.
- B. **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 as well as Selected Firm's employee dishonesty and theft. 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 Firm'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.**
- C. **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- 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.
- E. **Tail Coverage.** For Professional Liability written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, "tail" coverage will be required at the completion of the contract for a duration of twenty four (24) consecutive months. In lieu of "tail" coverage, continuous "claims made" liability coverage for a term of twenty four (24) consecutive months immediately following contract completion will be acceptable to PDC, provided the retroactive date of the coverage is on or before the effective date of this contract.

As evidence of adequate insurance coverage and prior to contract execution, the Selected Firm must provide certificates of insurance to PDC listing the Portland Development Commission at 222 NW 5th Avenue; Portland, OR 97209 as a certificate holder. The certificates shall provide that Selected Firm'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. Selected Firm'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. TERMS OF THE CONTRACT

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

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 L. 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.

28. Key Personnel

Contractor acknowledges that Commission's award of this contract was made on the basis of the specialized background and abilities of the Contractor and subcontractor personnel originally identified in Contractor's competitive proposal (the "Key Personnel"). Contractor understands and agrees that unless Contractor obtains Commission's prior written consent, any attempted substitution or replacement of any Key Personnel, unless due to reasons outside Contractor's control (e.g. illness, termination of employment), 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. All new Key Personnel are subject to Commission's written approval. 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.

[Remainder of this page intentionally blank]

IX. PROPOSER CERTIFICATION

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

RFP 09-23, Financial Consolidation and Lawson Projects & Activities Implementation Strategy

1. The undersigned acknowledges receipt of Addenda Numbers ___ through ___ or ☐ N/A.
2. If awarded a contract from this RFP, prior to contract execution, Proposer agrees to satisfy all contract compliance requirements listed in Section IV.C.3 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 it has no business or personal relationships with any other company or person that could be considered an actual 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, commissioner 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 their 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 and Title: _____

Phone Number: _____ Email Address: _____

Proposer's Legal Business Name: _____

Proposer's Mailing Address: _____

EXHIBIT A. PDC'S TECHNICAL ENVIRONMENT

Current as of November 1, 2009

Lawson Application Information

- Process Suites: 9.0.1 MSP: 1
- Environment: 9.0.1 ESP: 3

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 95 databases with roughly 10 reports per database
- Two data warehouses – Loans and Financial

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

Mitas Application Information

- Release 2007 Three instances (Live, Test, Development)

Mitas Modules:

- Direct Servicing - DS
- Accounts Payable - AP
- Project Development - HS & PD
- Loan Origination - ML
- Master Servicing - MS
- Name and Address - NA
- General Ledger - GL
- System Setup - RCI & TK

Other Mitas Databases and Data Warehouses

- Approximately 30 databases with roughly 10 reports per database

One data warehouse -
pdc_LoanWarehouse

Supporting Software for Mitas

- Database: Pervasive SQL v9 - Btrieve
- Interface: AcuCobol - GT v7

Partner Applications with Mitas

- Encompass Version 3.0 - data stored in XML

Application & Data Base Servers

Server Model: Dell PowerEdge 2650

OS: Windows 2000 Server SP4

Memory: 2GB

Processor: Dual Intel® Xeon

Clock Speed: 2.8 GHz

ACT! Application Information

- Sage Premium for Workgroups
Version 9.0.0.175

ACT! Modules (Tabs):

- Business Finance
- Storefront/SLIP
- DOS
- Ezone
- Recruitment
- Retention
- Site Information

Other ACT Databases and Data Warehouses

N\A

Supporting Software for ACT!

- Database: SQL Server 2005
- Interface: MS Access 2007
- Excel

Application & Data Base Servers

Server Model: Dell PowerEdge 2650

OS: Windows 2003 Server R2 SP1

Memory: 4GB

Processor: Dual Intel® Xeon

Clock Speed: 2.8 GHz

EXHIBIT B. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal 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 the submittal requirements set forth in the “Price Proposal” submittal requirement of this RFP.

- A. 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 personnel costs and hours. A RANGE OF HOURLY RATES IS NOT ACCEPTABLE.

A. HOURLY RATE SCHEDULE				
Position Title	Personnel Name (Optional)	Hourly Rate	Est. Hours	Cost Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total Personnel Hours and Expenses				\$

See other requirements in the “Price Proposal” submittal requirement of this RFP.

- B. Reimbursable Expenses.** If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work under an awarded contract, quote the cost of such expenses in the space provided below. Include travel expenses in the Section C below. Proposer must also provide an estimated total cost for all such reimbursable expenses below. If a mark-up rate will apply to reimbursable expenses, Proposer must indicate a mark-up rate.

B. REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit
Mark-up Rate: At cost (0%) or cost plus x%			%
Total Estimated Reimbursable Expenses			\$

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

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

Method local transportation (public transit, rental car, etc.): _____

* Refer to Travel Expense instructions in the "Price Proposal" submittal requirement of this RFP

** Including days onsite

D. Additional Expenses or Cost Savings. In the space below, please describe any additional costs or cost saving opportunities not previously accounted for in the spaces provided above.

D. ADDITIONAL EXPENSES OR COST SAVINGS

E. Total Proposed Cost of Services. Propose the total cost for all services necessary to complete the Scope of Work section of this RFP, including total staff costs and all reimbursable expenses. All unspecified costs shall be borne by Proposer.

TOTAL PROPOSED COST OF SERVICES	
A. Total Personnel Expenses	\$
B. Estimated Reimbursable Expenses (<i>other than travel</i>)	\$
C. Estimated Travel Expenses	\$
D. Additional Expenses or Cost Savings	\$
E. Total Proposed Cost	\$

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

EXHIBIT C. WEB-LINKS IN THIS RFP

The following are the World Wide Web addresses embedded in this RFP:

City of Portland, Oregon; Business License Services

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

City of Portland, Oregon; Equal Employment Opportunity (EEO) Certification

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

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

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

Oregon Association of Minority Entrepreneurs (OAME)

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

PDC's Minority / Women / and Emerging Small Business (MWESB) Assistance

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

PDC's Request for Proposals (RFPs) / Request for Qualification (RFQs) and Bid Opportunities

<http://www.pdc.us/login/welcome.asp>

State of Oregon; Secretary of State, Corporation Division

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

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

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

END OF THIS RFP