

Investing in Portland's Future

PDC

PORTLAND DEVELOPMENT COMMISSION

REQUEST FOR PROPOSALS #10-07 FOR Loan and Grant Management Software: Acquisition and Implementation

A voluntary pre-proposal meeting for this RFP will be held on **October 6, 2010 from 1:00 to 2:00 PM** at PDC offices (address below) and by conference call (see Section 1.5 of this RFP)

Proposals Due: October 22, 2010
by 2:00 PM (Pacific Time)

**Direct all questions and submit one (1) original, seven (7) color photocopies
and one (1) electronic proposal (on CD-R) to:**

Daniel Spero, CPPB
Senior Contracts and Procurement Specialist
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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1. REQUEST FOR PROPOSALS SUMMARY

1.1 REQUEST FOR PROPOSALS TITLE AND CONTACT INFORMATION

Solicitation Title: **Loan and Grant Management Software: Acquisition and Implementation**
Solicitation Number: **RFP #10-07**
Solicitation Coordinator: **Daniel Spero, CPPB; Senior Procurement Specialist**
Contact Information: **(503) 823-3291 (direct)**
(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

1.2 EXECUTIVE SUMMARY

Through this Request for Proposals (this “RFP”), the **Portland Development Commission** (“PDC,” “agency” or “we”), the urban renewal agency for the city of Portland, Oregon, is seeking competitive proposals from qualified and experienced companies (“Proposers” or “you(r)”) to provide a loan and grant management software solution and provide information technology consulting services to implement the proposed the software at PDC (this “Project”).

Key products, services and deliverables to be provided by the successful Proposer during this Project include:

1. Delivery of loan / grant management software application (the “Software”)
2. Project Management
3. Implementation and customization of the Software
4. Design, development, and testing of interfaces between identified applications
5. Training for staff and end-users

The proposed Software should be capable of handling the financial products offered by PDC and substantially meet the requirements contained in this RFP.

1.3 SOLE POINT OF CONTACT

The sole point of contact for this RFP is **Daniel Spero**, CPPB, Senior Contracts and Procurement Specialist for PDC. He can be reached by phone at (503) 823-3291 or email at SperoD@pdc.us. Direct all questions, comments and/or requests for clarification or change regarding this RFP or the anticipated contract to this individual.

1.4 PRE-QUALIFICATION OF PROPOSERS

Pre-qualification of Proposers is **not** a condition to respond to this RFP.

1.5 PRE-PROPOSAL MEETING

A voluntary pre-proposal meeting for this RFP will be held on **Wednesday, October 6, 2010 from 1:00 to 2:00 PM** (Pacific Time) at PDC offices at **222 NW 5th Avenue, Portland, Oregon** in the **Enterprise Conference** room. Upon arrival, all attendees must sign-in with PDC security. This meeting will also be held over a dial-in conference call at the same day and time. The number to call to participate by phone is **(800) 511-7985; Access Code: 428205**. Attendance at this meeting is recommended but not required. This RFP, the Project and PDC's procurement process will be explained at the pre-proposal meeting.

Attendees will also be given the opportunity to ask questions to PDC's program staff to help clarify PDC's expectations on this Project. Verbal comments or responses given by PDC staff at the meeting are not binding and will not serve to modify any portion of this RFP unless later confirmed in a written addendum to this RFP. PDC may request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing to PDC's sole point of contact for this RFP (see Section 6.4 below). Proposers are encouraged to bring a copy of this RFP to the meeting. Due to its length, extra copies will not be available. Proposers are responsible for all costs associated with attendance at this meeting.

1.6 SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change the following schedule for any reason. PDC may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of PDC's published changes to this RFP by checking the website for this RFP at this location: <http://pdc.us/rfp1007>

Request for Proposals Issued	September 24, 2010
Voluntary Pre-Proposal Meeting (see Section 1.5)	October 6, 2010 from 1:00 to 2:00 PM (PDT)
Deadline for Questions and Requests for Changes	October 15, 2010
PROPOSAL DUE DATE AND TIME* (no later than)	OCTOBER 22, 2010 BY 2:00 PM (PDT)
Finalist Interviews and Demonstrations (<i>optional</i> ; see also Section 6.14)	November 4 - 9, 2010
Notice of Intent to Award, Issued (<i>tentative</i>)	November 10, 2010
Deadline for Protest of Intent to Award	Seven (7) calendar days after issuance of Notice of Intent to Award
Anticipated Contract Effective Date (<i>tentative</i>)	December 15, 2010

*** TO BE CONSIDERED FOR EVALUATION, PROPOSALS MUST BE RECEIVED BY PDC NO LATER THAN THE DAY AND TIME LISTED HERE AT THE LOCATION LISTED IN SECTION 1.1 OF THIS RFP.**

2. PDC AND PROJECT BACKGROUND

2.1 ABOUT THE PORTLAND DEVELOPMENT COMMISSION

Created by Portland voters in 1958, PDC plays a major role in making Portland, Oregon one of America's most livable cities. As Portland's urban renewal and economic development agency, PDC is pursuing an aggressive strategy to create the most sustainable economy in the world, by connecting people and resources to achieve the city's vision of healthy neighborhoods, a vibrant central city, a strong regional economy, and quality jobs and housing for all. 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 goals:

- ❖ Strong Economic Growth and Competitiveness
- ❖ Sustainability and Social Equity
- ❖ Healthy Neighborhoods
- ❖ A Vibrant Central City
- ❖ Effective Stewardship over our Resources and Operations, and Employee Investment

PDC integrates business, economic and physical development to spark job creation and attract investments that provide a full range of employment opportunities and economic benefits to all residents in the region. 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); and providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives. In 2008-09 PDC spent almost \$16 million on infrastructure improvements, most notably Saturday Market in the Downtown Waterfront Urban Renewal Area, and Director Park in the South Park Blocks. And over the past five years, PDC loans and grants leveraged more than \$814 million in other funds – an average of \$163 million a year.

As the city's economic development agency, PDC helps existing and new businesses navigate a wide variety of public and non-profit resources; assists businesses in evaluating Portland as a viable and effective location where a company can thrive; and connects business owners with financial and technical resources that can give companies a competitive edge. Assistance includes location and site selection; incentives; financial services; retention, expansion and recruitment services; development assistance; regional partnerships; workforce connections; and industry cluster support. Through its business finance programs, PDC has loaned or granted \$63.8 million to more than 300 businesses over the past eight years.

PDC has played a key role in the creation of many of Portland's most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Lan Su Chinese

Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail.

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

2.2 HISTORICAL CONTEXT OF THIS PROJECT

In mid-1998, PDC implemented loan system software from The Mitas Group, Inc. ("Mitas") to support the loan servicing needs for the agency. Over the next two years, PDC developed databases to report and use loan information out of Mitas. In July 2000, PDC implemented Lawson Software ("Lawson") General Ledger, Accounts Payable, Cash Ledger, Projects & Activities, Procurement, Payroll and Human Resources, enterprise-wide.

In 2002, PDC underwent a loan systems assessment which led to an RFP to procure a loan servicing solution for the agency. This process resulted in no change in the installation and use of Mitas at PDC.

In December 2007, PDC adopted an Enterprise Resource Planning ("ERP") strategy that is centered on the continued use and roll-out of additional Lawson functionality with the knowledge that there will be other systems, such as the loan servicing system, which will need to exist outside of Lawson. Additionally, an Enterprise Architecture was created at this time to roadmap future business applications to meet PDC needs.

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

Currently, the PDC Lawson system interfaces with multiple other software systems, databases, and data warehouses in order to accomplish PDC business activities. PDC's second large project to implement its ERP Strategy is the "Enterprise Resource Planning, Phase II: Implementation" Project ("ERP Phase II") which includes multiple components. While this RFP will address one of the components of ERP Phase II, other parts include an enterprise-wide implementation based on an assessment of how PDC can consolidate its financial systems. That work is being done with external consulting services provided by The Revere Group as the result of a competitive process ([RFP #10-04](#)). The firm selected from this RFP will be working with The Revere Group to integrate the loan/grant management application within the Financial Systems Consolidation implementation effort.

It should be noted that effective on July 1, 2010, the housing functions of PDC were transferred to the new City of Portland Housing Bureau. As such, PDC is no longer directly involved in mortgage lending activities.

2.3 OVERVIEW OF PDC'S LOAN/GRANT ORIGINATION AND SERVICING PROCESSES

2.3.1 Loan Origination. PDC's current method of receiving loan/grant applications is through US mail, hand delivery or via email. Once an application is received, it is logged and sent to the appropriate staff to begin the loan/grant processing cycle. In very simple terms this cycle includes the following steps:

1. Application review and intake
2. Loan/Grant approval or denial
3. Underwriting and commitment
4. Loan/Grant closing
5. Fund disbursement

PDC deals with basically two types of loan/grant applications; one for new loans or grants and a second for modifications/extensions/assumptions/other of or to existing loans.

The current processing of both these application types is for the most part a manual process. The only information that is tracked online is date information, limited borrower data and the amount of the loan or grant request. Approximately ninety percent of the application data needs to be transferred to the loan servicing function. Presently, this transfer is strictly a manual process.

As with most loans or grants, a large number of documents are generated for the borrower(s) to sign at closing. PDC has developed a number of Microsoft Word based templates to produce these documents. Once again this is a manual and labor-intensive process where the same data has to be manually entered numerous times.

Funds disbursement is handled completely within PDC. Currently, checks come out of the Mitas system, but PDC would like to interface the loan/grant management system so that the checks come out of the Lawson ERP system. Simply, once a loan or grant application has been approved and documents signed, manual entries are input into Mitas for disbursement check(s). These checks are given to the borrower at closing time.

2.3.2 Loan Servicing. The current loan servicing system is really a highly customized version of Mitas software. Over the years PDC staff has requested modifications to Mitas that were provided by the vendor.

In order for the Mitas system and the Lawson ERP system to interchange data some rather intricate programs and routines have been written. These routines/programs are executed on a monthly basis to pass data between each system. PDC would like to change this process to operate daily and to be more efficient. Below is a brief description of this processing cycle:

1. Processing starts with staff entering either financial transaction data or maintenance transaction information into Mitas or Lawson.

2. At the end of each month these transactions are electronically gathered up and written to a file that is readable by the batch loan servicing system.
3. The batch system's job streams for that month are executed, reports generated and files created and used to update the online query system's database.
4. On the first day of every month the online query database is updated to reflect the changes made during the batch-processing step.
5. The whole process starts over again at the end of each month

2.4 FINANCIAL PRODUCTS AT PDC

A description of each financial assistance product PDC offers is located in EXHIBIT A.

2.5 PDC TECHNICAL ENVIRONMENT

A listing of the various software components and versions PDC has licensed or developed can be found in EXHIBIT B.

2.6 PURPOSE OF THIS RFP AND PROJECT OBJECTIVES

PDC is issuing this RFP to select a Proposer (the "Vendor" or "Firm") to propose and implement a loan/grant origination system and a loan/grant servicing system (the "Software"). The main business processing capabilities needed by PDC are the ability to track a potential borrower's loan/grant application, from receipt through funds disbursement, and the ability to service a loan, from funds disbursement through final payment. PDC would like these new systems to interface with each other as well as Lawson and PDC's Customer Relations Management ("CRM") system, ACT!.

The primary objectives for the Vendor under the Contract include:

- Deploy the Software across PDC with full functionality while working in collaboration with the implementation of the financial consolidation effort
- Enable data exchanges with appropriate systems by reducing manual data input into Lawson and other related systems for the Software
- Train all appropriate PDC users on the Software

Note that this RFP is for both a loan/grant origination and servicing system and the professional services necessary to implement the system, develop interfaces and train PDC staff on effective use of the system. As such, Proposers are encouraged to form teams with other firms or consultants to submit a comprehensive proposal that leverages individual organizational strengths if a Proposer lacks the capacity or ability to deliver all products and services that PDC seeks.

3. PRODUCT REQUIREMENTS AND STATEMENT OF WORK FOR SERVICES

This section describes, at a minimum, PDC's expectations of the successful Proposer (the "Vendor" or "Firm") under the contract awarded from this RFP (the "Contract"). The Vendor must deploy and configure a fully-functional loan/grant management software solution (the "Software").

All work will be performed directly by the Vendor in coordination with PDC business subject matter experts. When performing work under the Contract, the Vendor must meet the highest standards prevalent in the industry most closely related to the services described below.

3.1 PRODUCT REQUIREMENTS

3.1.1 Infrastructure Requirements

- 3.1.1.1 In order to minimize the overall cost of this acquisition it is required that any proposed system(s) be capable of running on PDC's existing computer system infrastructure. Below is listed the environment which is currently available for use by the proposed system(s).

Servers

- *Preferred Option:* New system running as Virtual Machine in a VMware vSphere 4.1 environment
- *Second Option:* Purchase a new Dell PowerEdge rack-mount server system, models include R610, R710 and R810, with 4-16 GB memory and dual processors

Desktop and Network

- Installed 3.0 GHz Dell desktop computers with 2 GB memory
 - Installed network-attached laser printers
 - Installed Category 6 network cabling
- 3.1.1.2 If the proposed Software will not operate on the available infrastructure or requires additional hardware, the proposal price must include the cost of any and all additional hardware required.
- 3.1.1.3 If the Proposer proposes a system that requires a new and different hardware environment, that hardware environment must comply with PDC's hardware standards. Proposals that include new or different hardware that does not comply with PDC's IT standards may be declared non-responsive may not be considered.

3.1.2 Software Requirements

- 3.1.2.1 PDC has a significant investment in its IT personnel and therefore would like to leverage the new Software with those personnel. As such the proposed Software must be capable of running in a Microsoft Windows XP and/or Microsoft Windows 7 operating system environment at the desktop level and Windows Server 2008 64-bit at the enterprise level. The system(s) must also be compatible with a Cisco switched Ethernet network.

- 3.1.2.2 PDC currently utilizes Microsoft SQL Server 2005 as its database management system and desires to continue using it until the upgrade to MS SQL 2008 has been completed. The current development environment is Microsoft SQL 2005. Any proposed system must be capable of supporting this DBMS environment.
- 3.1.2.3 The proposed Software should be compatible with productivity software suites including Microsoft Office 2007 and Microsoft Office 2010.
- 3.1.2.4 The proposed Software must conform to the PDC's IT Standards Proposals that include new or different software that does not comply with PDC's IT standards may be declared non-responsive and may not be considered.
- 3.1.2.5 PDC currently supports both Microsoft SQL Server Reporting Services and Crystal Reports 2008 as Enterprise reporting tools. Any proposed system must be capable of supporting report development in one of these platforms.

3.1.3 Acceptance Criteria

- 3.1.3.1 The acceptance criteria for Software are focused specifically and exclusively on the ability for the installed environment to be usable and functional by the anticipated users. Acceptance will not be based on the delivery of hardware (if any), software (if any), and documentation. Final acceptance will be based on the usability and functionality of the PDC-approved design of the system.

PROPOSERS MUST COMPLETE EXHIBIT E OF THIS RFP TO DEMONSTRATE HOW THEIR PROPOSED SOLUTION WILL FUNCTION WITHIN PDC'S EXISTING TECHNICAL INFRASTRUCTURE (SECTION 3.1 AND 3.4).

3.2 NEW SYSTEM FUNCTIONAL REQUIREMENTS

EXHIBIT F of this document describes the functional requirements of the desired Software. To make the requirements easier to understand they have been broken up into three (3) separate functional areas. The areas are: 1) Loan/Grant Origination, 2) Loan/Grant Servicing and 3) Interfaces. ALL PROPOSERS MUST COMPLETE EXHIBIT F AND SUBMIT IT ALONG WITH THE REST OF THE SUBMITTAL REQUIREMENTS LISTED IN SECTION 5 OF THIS RFP.

3.3 INTERFACES

3.3.1 Interface Requirements

PDC has the need to interface the proposed Software solution daily with its Lawson ERP system (See EXHIBIT C, Future Interfaces]. The following is a description of each of the interface that was identified as part of the Financial Systems Consolidation Assessment and Lawson Projects and Activities Strategy project. A table describing PDC's chart of account fields is in EXHIBIT D.

3.3.1.1 Loan/Grant Commitment

- 3.3.1.1.1 On a daily basis, provide new loan/grant applicant data as a vendor to the Lawson Accounts Payable (“AP”) system.
- 3.3.1.1.2 On a daily basis, provide loan/grant and attribute information data as an activity to the Lawson Activities (“AC”) module.
- 3.3.1.1.3 On a daily basis, provide loan/grant commitment data to the Lawson Requisition (“RQ”) module as a requisition.

3.3.1.2 Loan/Grant Closing

- 3.3.1.2.1 On a daily basis, provide data to the Lawson RQ module that will create a Purchase Order (“PO”) via Lawson Process Flow. Configuration of Process Flow is not being requested.
- 3.3.1.2.2 On a daily basis, provide data that will update the Lawson PO that was created in requirement 3.3.1.2.1

3.3.1.3 Loan/Grant Disbursements

- 3.3.1.3.1 On daily basis, provide data that will result in an invoice for payment to be created in the Lawson AP module.

3.3.1.3 Loan Payments

- 3.3.1.3.1 On a daily basis, provide data to the Lawson Cash Book (“CB”) module with information from loan payment receipts (i.e. principal, interests, escrow, etc.).

3.3.1.4 Month End

- 3.3.1.4.1 On a monthly basis, provide all adjusting and accrual transactions to the Lawson General Ledger (“GL”).
- 3.3.1.4.2 On a monthly basis, provide all other accounting journals not provided for in the specification above necessary to report loan balances correctly in the GL.

3.3.1.5 ACT!

- 3.3.1.5.1 On a daily basis provide information on the status of loans. Specifics of this interface will be determined in the analysis and design phase of the project.

3.4 SYSTEMS

3.4.1 Information System Services Requirements

PDC’s Information Technology (“IT”) division is responsible for the operation and maintenance of all hardware and software utilized by the staff of PDC. In order for PDC to get the most benefit from the proposed new system and be able to maintain it with in-house staff, the IT division requires the following:

- 3.4.1.1 Access to the source code of the proposed system. In order to best leverage the existing knowledge within the IT division and to allow that staff to be as efficient as possible, access to the source code of the new system is desirable. However, it is a requirement that PDC have

direct access to the underlying database structures and data, including data dictionaries, data schema and entity relationships.

- 3.4.1.2 Provide front-end security that can control who can access the system and – for those users that are allowed to access the system – to what level their access extends. PDC requires control access to information down to the data item level. If the proposed system does not have that capability, please describe the capabilities it does have and how it could be made to achieve PDC's requirement. PDC also requires Active Directory authentication on security. This way we can tie to our current network security and have single sign-on functionality.
- 3.4.1.3 Provide one (1) complete, printed set of system technical and user documentation. This documentation must be complete enough for PDC staff to use in maintaining the system.

3.5 CONSULTING SERVICES

Key services the Vendor shall provide PDC under the Contract include:

- ❖ Implementation of the proposed solution into PDC's existing technical infrastructure
- ❖ Provide project managements services for this Project
- ❖ Provide and lead onsite training sessions to PDC system administrators and key personnel and propose a training strategy for end-users

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

3.5.1 Implementation. Vendor shall implement the software solution for PDC. Services to include, but are not limited to:

- 3.5.1.1 Coordinate the implementation and integration of the Software with PDC business subject experts by performing gap-fit analysis, application configuration and, design modifications, development and testing.
- 3.5.1.2 Lead in the data migration and conversion of PDC's records from Mitas to new system; test to ensure no loss of records. Mitas data is stored in a Pervasive SQL v10 - Btrieve database. There are approximately 300 active loans currently in Mitas and approximately 20,000 records for all active and inactive loans.
- 3.5.1.3 Transfer technical knowledge to PDC system administrator for ongoing support once in production, including security
- 3.5.1.4 Configure the application(s) as needed
- 3.5.1.5 Develop test scripts and perform testing to verify to PDC that solution correctly with PDC hardware and other software
- 3.5.1.6 Design, develop and test outbound interfaces from the Software to PDC's Lawson ERP system based on specifications provided by PDC.

These interfaces are identified in sections 3.3.1.1 through 3.3.1.4 and listed in EXHIBIT C of this RFP, "Future Interfaces."

- 3.5.1.7 Design, develop and test outbound and inbound interfaces to and from the Software to PDC's CRM application, ACT!. Specifications for these interfaces will be developed during the analysis and design phase of the project. These interfaces are identified in section 3.3.1.5 and listed in EXHIBIT C of this RFP, "Future Interfaces."
- 3.5.1.8 Prepare cut over plan to convert to production environment.
- 3.5.1.9 Cut over to production environment.
- 3.5.1.10 Perform post-implementation review, testing and report for a period of 45 day after go live.

3.5.2 Project Management. Firm shall provide Project Management services and oversight of the implementation of the Software by providing professional services including, but not limited to, the following:

- 3.5.2.1 Develop a project plan in conjunction with PDC's Project Manager that shall include objectives, scope, assumptions, risks, a detailed project schedule, roles & responsibilities, human resource requirements, success criteria, and key deliverables.
- 3.5.2.2 Provide project management, coordination, and direction to complete the project plan on time and within the defined budget.
- 3.5.2.3 Develop and ensure adherence to project protocols and processes.
- 3.5.2.4 Ensure project is staffed with appropriate resources.
- 3.5.2.5 Resolve and/or escalate issues in a timely manner.
- 3.5.2.6 Conduct risk management for the project.
- 3.5.2.7 Work with PDC and Revere Group project managers as appropriate.

3.5.3 User Training. The ability to utilize the proposed system quickly and efficiently is of paramount importance to PDC. The following describes the training requirements of this RFP. As part of the proposed system's overall cost, in-depth training of existing end user and IT staff is required. This training should be vendor-led training sessions at the PDC location in Portland, Oregon. The proposal for the new system should include a discussion of what training is offered, what training is recommended to become proficient in the operation and maintenance of the proposed system and the cost of said training..

- 3.5.3.1 The Vendor shall provide basic system user training onsite to approximately sixty (60) PDC nontechnical staff. This training will be conducted in the PDC offices and be instructor led. PDC will provide a classroom setting to accommodate 12 computers. The proposal must include in-depth user training in at least each of the following areas:
 - Customer Service
 - Loan/Grant Origination (including document preparation)

- Collections
- 3.5.3.2 The Vendor shall provide training onsite for at least three (3) system administrators.
- 3.5.3.3 The Vendor shall provide all training materials and conduct classes at PDC provided facility using PDC-provided equipment

3.6 PERFORMANCE SCHEDULE

The activities described in the Statement of Work for this Project are expected to spread over an estimated nine (9) month duration with a hard go-live date of July 1, 2011. For planning purposes, PDC has made the following assumptions about Project phase durations:

- Planning and Initiation: January 2011
- Design: January to February 2011
- Development and Testing: March to May 2011
- User Training: May to June 2011
- Implementation: June to July 2011
- Go-live Support: July to September 2011

4. CONTRACT AND INSURANCE REQUIREMENTS

4.1 FORM OF AGREEMENTS

4.1.1 Consulting Services Contract. The Proposer selected for contract award from this RFP (the "Vendor") will be invited to enter into a Personal Services Contract with PDC (the "Services Contract") to provide the Consulting Services described in Section 3.5 of this RFP. The terms and conditions that will govern the Services Contract can be found in Section 7 of this RFP, "Terms of the Services Contract." PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. Any exception taken to or requested modifications of the terms of the Services Contract must be included with your proposal. PDC may but is not obligated to accept any requested modification to the Services Contract. The Services 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 Vendor.

4.1.2 Licensing, Support and Maintenance Contract. The terms of the licensing, support and maintenance contract(s) for the Software will be on the Vendor's standard contract forms which must be submitted with the rest of the submittal requirements listed in Section 5 of this RFP. Proposers should note that PDC, as a public agency in the state of Oregon, is subject to certain statutory requirements and restrictions and may not or will not be able to consent to all of the successful Proposer's standard licensing, support and maintenance terms without modifications.

4.2 COMPENSATION AND PAYMENT

The total compensation and method of payment will depend on the Proposer's Price Proposal (See Section 5.7 of this RFP for details) and be subject to negotiations between the apparent successful Proposer and PDC. PDC payment terms: NET 30 DAYS.

4.3 PROJECT BUDGET

PDC's budget for the provision of the Software and related consulting services is approximately \$200,000 - \$400,000 (US dollars). PDC reserves the right to deem any proposal in excess of \$500,000 as non-responsive to this RFP.

4.4 CONTRACT COMPLIANCE

The Vendor must comply with the following before PDC will execute any Contract with that firm:

4.4.1 Legal Authority. Be a legal entity that has the authority to [transact business in the State of Oregon](#)¹

4.4.2 Business License. [Obtain a City of Portland Business License](#)²

4.4.3 Equal Employment Opportunity. [Certify as an Equal Employment Opportunity \(EEO\) employer](#)³

4.4.4 Insurance. Provide insurance documents consistent with the requirements immediately below

4.5 INSURANCE REQUIREMENTS

Prior to execution of any contract that may be awarded from this RFP, Vendor must furnish PDC with proof of the following types of insurance:

4.5.1 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.

4.5.2 Commercial General Liability (CGL) insurance with a combined single limit of not less than \$2,000,000, on an occurrence basis, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the Contract. 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 Vendor'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.**

4.5.3 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.

¹ <http://www.filinginoregon.com/business/index.htm>

² <http://www.portlandonline.com/omf/index.cfm?&c=29554>

³ <http://www.portlandonline.com/omf/index.cfm?&c=45665>

- 4.5.4 Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than **\$2,000,000** for liability claims arising from or due to the negligence in the performance of professional services under the Contract.
- 4.5.5 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 the Contract.

As evidence of adequate insurance coverage and prior to contract execution, the Vendor 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 certificate should be sent to the attention of the Solicitation Coordinator identified in Section 1.1 of this RFP. Insuring companies or entities are subject to PDC’s acceptance and must be licensed to provide insurance in the state of Oregon. Vendor’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.

5. 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. Include a “Table of contents” and organize your proposal in the order of the sections below. All submittal requirements listed as “**Mandatory**” in this section must be addressed in sufficient detail to demonstrate your understanding of the products and work requirements described in this RFP. PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE TO THIS RFP AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

Page Limit. PDC has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content. PDC expects all Proposers to use their best judgment in this regard.

5.1 COVER LETTER (Mandatory Submittal Requirement)

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 product(s) and services your firm proposes to provide PDC. Additionally, include the mailing address, phone number 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” in Section 5.10 below). If no recycled paper content is listed in the cover letter, PDC will assume it is 0%.

5.2 QUALIFICATIONS AND EXPERIENCE OF FIRM (Mandatory Submittal Requirement)

Provide a description of your firm's experience in providing the Software and Consulting Services similar to those described in this RFP. For this also include:

1. Total number of years your firm has been in operation, general scope of services provided and current principal areas of expertise.
2. Number of years your firm has been providing the proposed loan/grant management software system(s).
3. Number of years your firm has been providing implementation, project management and training services for the proposed software system(s) similar to those described in this RFP.
4. Description of your firm's qualifications and experience in providing the products and services described in this RFP.
5. Provide an overview of your firm's personnel infrastructure and capacity to provide implementation services and ongoing maintenance for the proposed Software.
6. Narrative description of your firm's organization and its relationship to any larger business entity, if applicable.
7. *References.* Provide the following for at least three (3) successful implementations of your proposed Software in the past three years. These implementations should be for organizations similar to PDC (e.g. approximate number of employees (for Fiscal Year 2011, PDC has 160.5 budgeted FTE), public sector, etc.):
 - Company name
 - Product implemented
 - Contact Person (including name, phone number and email address)
8. Disclose any and all judgments, pending or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization or warrant that no such conditions exist.
9. If Proposer has had a contract terminated for default during the past three (3) years, describe all such incidents. Termination for default is defined as a notice to stop work due to Proposer's non-performance or poor performance. For each, indicate whether or not the incident was (a) not litigated or (b) litigated and such litigation determined the Proposer to be or not be in default.

5.3 QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL (Mandatory Submittal Requirement)

Provide a short, but complete profile of each key individual proposed to perform specified tasks under the Contract (the "Key Personnel"). For each Key Personnel proposed, include information on their education, work history, qualifications, project management history, key responsibilities on past projects and relevant professional

licenses and certifications. 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. A description of each Key Personnel's proposed roles and responsibilities on this particular project
2. A description the Project Manager's experience with similar projects
3. An organization chart of the proposed project team (including any subcontractors or subconsultants, if applicable)

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.

5.4 PDC TECHNICAL REQUIREMENTS

(Mandatory Submittal Requirement)

Print, complete and return EXHIBIT E of this RFP, the "PDC Technical Requirements," along with the rest of the required submittal materials. A Microsoft Word version of EXHIBIT E is available on the PDC website at this location: <http://pdc.us/rfp1007>

5.5 PRODUCT FEATURES

(Mandatory Submittal Requirement)

Print, complete and return EXHIBIT F of this RFP, the "Product Feature Matrix," along with the rest of the required submittal materials. A Microsoft Word version of EXHIBIT F is available on the PDC website at this location: <http://pdc.us/rfp1007>

5.6 SERVICE PROPOSAL

(Mandatory Submittal Requirement)

Provide a clear and concise description of the approach and methodology your firm proposes to complete the services described in this RFP. For this section, include the following:

5.6.1 Consulting Services. For the implementation, project management and training services described in sections 3.5.1 – 3.5.3 of this RFP, describe your: 1) proposed work tasks and activities; 2) approach and methods that will be used to accomplish these tasks and activities; 3) time frame estimated to complete each phase of the project; and, 4) types of knowledge and skills and amount of PDC staff resources (as a percentage of FTE) you recommend are necessary for each phase of work. For Section 3.5.3 of this RFP, "Training," also detail a menu of available trainings options which PDC may choose from. Pricing for the menu of training options should be included in the Price Proposal section of the RFP.

5.6.2 Support Services

5.6.2.1 Describe what types of technical and end-user support will be available to PDC for a) a fee and b) at no additional cost through the life of the product, including:

- Days/hours/time zone(s) of telephone support

- Whether or not support services are available on holidays (if so or if not, which holidays)
- Who provides these services: your firm's personnel or subcontractors'?

5.6.2.2 Detail any web-based support options that are available.

5.6.3 Related Services

- 5.6.3.1 State whether or not you can meet the Performance Schedule for the Project listed in Section 3.6 of this RFP.
- 5.6.3.2 Describe how users are notified of software bugs and what steps the vendor normally takes to resolve software bugs.
- 5.6.3.3 What is your typical or established release schedule for new versions of your proposed solution? What level of support will be provided if PDC is not on the most recent version of the solution?
- 5.6.3.4 Does the application vendor maintain a user forum and/or listserv? If so, please state the URL address(es) in your proposal.
- 5.6.3.5 Describe the types of knowledge and skills, and amount of in-house PDC staff resources (as a percentage of a Full Time Equivalent (FTE) position) you recommend are required to successfully maintain the proposed software solution on an ongoing basis, with regard to a) systems administration, b) user management and administration, and c) end-user training after implementation.

5.7 PRICE PROPOSAL

(Mandatory Submittal Requirement)

5.7.1 Pricing of Software and Services. Propose the total estimated cost to provide PDC with all requested Software and Consulting Services described in sections 3.1 - 3.5 of this RFP as well as maintenance and support services for the Software. The total estimated cost must include the following information:

- 5.7.1.1 **Licensing Fees.** Provide a detailed fixed price quote for the Loan/Grant Management software solution you are proposing to PDC. If you are proposing more than one product/module, you may also submit a bundled cost in addition to the separate individual costs. Explain how licensing fees are calculated (e.g. per user, per server, per year, etc.) and any quantity price breaks. For the purposes of evaluation only, product licensing and maintenance costs must be based on a five-year period.
- 5.7.1.2 **Support and Maintenance Fees.** Provide detailed pricing for the provision of ongoing support and maintenance services to support the proposed Software solution in future years. Explain how support and maintenance fees are calculated (e.g. a fixed annual fee, a percentage of licensing fees, etc.). If various support services are offered, what levels of service are available for different prices. For

the purposes of evaluation only, product maintenance costs must be based on a five-year period.

- 5.7.1.3 **Test Environment.** In addition to the production product line, PDC also wishes to use a “test” environment of the proposed Software solution. It is expected that the test environment will mirror the production environment’s configuration. Detail any licensing costs and/or support and maintenance fees that will apply for the use of such a test environment.
- 5.7.1.4 **Consulting Services Fees.** Submit a Consulting Services Fee Proposal that addresses all services described in the Consulting Services section of this RFP (Section 3.5). PDC anticipates that payment of consulting fees will be based on a time and materials-based payment model (“T&M”). If this is the case, include a table listing the hourly rates by name and title for each Key Personnel proposed or by role or title alone for unnamed personnel. Break the cost proposal down by each deliverable in the Statement of Work. For each of deliverable, estimate the total cost of that deliverable by factoring the hourly rates of Proposer personnel and the number of hours of each Proposer personnel is anticipated to work to complete the deliverable, plus any other reimbursable costs (see “Reimbursement of Travel Expenses” in Section 5.7.4 below).

While PDC anticipates the Price Proposal will be based on a T&M pricing model, Proposers may propose pricing on any desired pricing model, including: (a) services provided for a fixed fee, (b) services provided on a T&M basis, (c) services provided using a combination fixed fees and T&M, or (d) some other method of payment. In any event, provide sufficient information to allow PDC to estimate the total contract price for the services described in Section 3.5 of this RFP. If payment of services is proposed in a model different than T&M, then that Proposer must comply with the following:

- If some or all services will be provided for a fixed fee, identify those services to be provided in this manner as well as the cost and the names/titles of each Proposer personnel proposed to perform those services
- If some or all services will be provided using a combination fixed fees and T&M, identify those services, a break-down of costs as well as the names/titles of each Proposer personnel proposed to perform those services
- Identify any other anticipated expenses, direct or indirect, that will affect cost.
- Provide sufficient information about any additional expenses so that PDC may estimate the total cost of those expenses

5.7.2 General Pricing Instructions

While quoting the costs for the Software and Services, Proposer must observe the pricing instructions:

- A RANGE OF HOURLY RATES OR FIXED FEE COSTS IS NOT ACCEPTABLE. ALL PRICING MUST BE FIRM.
- To facilitate evaluation, the Price Proposal should be itemized by the major section headings in Section 3 of this RFP
- All unspecified costs shall be borne by the Vendor
- Proposed product Software costs and Consulting Service fees will be compared to pricing proposed by competing firms and compared with information regarding current market costs for comparable services.

5.7.3 Adjustment of Contract Pricing

Annual adjustment of contract pricing will be considered upon written request from the Vendor to PDC. Notwithstanding any agreement to the contrary, all such cost increase requests will be subject to the following limitations:

- Approval of the request for cost increase is solely within PDC's discretion and PDC is under no obligation to approve such a request
- No increase will be considered within the first twelve months of the Contract effective date
- No more than one increase will be considered per year the Contract is in effect
- All requests must include verifiable documentation that clearly demonstrates increased costs to the Vendor
- Requests for cost increases shall only be proposed in proportion to increases in the Vendor's costs
- If the cost increase request is approved, the parties will agree to the approved increase by a written amendment to the Contract, prepared by PDC. If the cost increase is not approved, PDC will explain the reason for declining the cost increase request.
- The price increase will be effective only upon execution of the Contract amendment
- Cost increases will not be retroactive

5.7.4 Reimbursement of Travel Expenses

If travel will be required to complete the services on a Contract awarded from this RFP, propose a summary of such travel. This summary must include:

- Destination(s)
- Name(s) and/or title(s) of Vendor personnel traveling
- Travel days, plus days onsite
- Cost per Vendor personnel
- Method of local travel and
- Total estimated travel cost

PDC will reimburse Vendor's travel expenses only when the travel is essential to the performance of Vendor's obligations under the Contract. Under the Contract, Vendor must receive prior written authorization from PDC for all such travel. Except for meals, Vendor must provide PDC with receipt copies of all travel expenses for which reimbursement is sought. Vendor 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
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Rental vehicles must be limited to economy or compact-sized rented vehicles*
- Hotel stay must be at a moderate standard room rate
- Meals and incidental expenses must be calculated using the current U.S. General Services Administration ("GSA") per diem rate for Portland, Oregon (the GSA per diem rate for Portland, Oregon for the period of October 1, 2010 through September 30, 2011 is \$66.00 per day)
- Automobile travel using Key Personnel's privately-owned vehicles ("POV") to an from an airport will be reimbursed at the current GSA rate for POVs and the lesser of: a) the distance from the Key Personnel's residence to the airport or b) the distance from the Key Personnel's place of business to the airport; local ground travel using Key Personnel(s)' POV will be reimbursed at the same rate
- Travel costs will be reimbursed at direct cost (i.e. without mark-up)

* Proposers should note that Portland, Oregon has an excellent [regional public transit system](#)⁴, 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.

5.8 License and Maintenance Terms

(Mandatory Submittal Requirement)

Along with the rest of the submittal requirements, include a copy of your standard license and maintenance terms and conditions for the proposed Software solution. Note that PDC is a public agency in the state of Oregon, is subject to certain statutory limitation and may not or will not be able to agree to all terms and conditions of the license and maintenances contracts without modification.

⁴ <http://trimet.org/>

5.9 PROMOTION OF M/W/ESB FIRMS IN SUBCONTRACTING OPPORTUNITIES (Mandatory Submittal Requirement)

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 the participation of and utilizing 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](#)⁵.

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

- View the [OMWESB website](#)⁶ for a list of M/W/ESB firms
- Attend an [Oregon Association of Minority Entrepreneurs](#)⁷ (OAME) Architects, Engineers, Professionals and Technical (AEPT) meeting
- Contact PDC's M/W/ESB Coordinator, John Classen, at (503) 823-3667 or visit [our website](#)⁸ to learn more about some of the resources available to assist you in identifying potential subcontractors or subconsultants for your team

Note: Proposers must respond to this submittal requirement in some way to be considered responsive to this RFP, even if they have not previously subcontracted work to M/W/ESB firms and/or do not intend to create any subcontractor relationships with these firms for the work described in this RFP. Failure to do so will make your proposal non-responsive to this RFP.

5.10 SUSTAINABILITY OF PROPOSAL (Submittal Requirement)

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 below:

Do not use ring binders, section dividers, plastic or metallic spines or any other extraneous presentation materials. Submit your proposal in stapled sets, printed on recycled paper containing at least 40% post-consumer waste content. Double-sided printing is strongly preferred. State the post-consumer waste recycled paper percentage

⁵ <http://www4.cbs.state.or.us/ex/dir/omwesb/>

⁶ <http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>

⁷ <http://oame.org/default.cfm>

⁸ <http://www.pdc.us/mwesb/>

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.

5.11 PROPOSER CERTIFICATION (Submittal Requirement)

Detach, complete and return Section 8 of this RFP, "Proposal Certification," with your proposal.

Summary of Submittal Requirements and Evaluation Criteria for this RFP	
EVALUATION CRITERIA	MAX. POINTS PER CRITERION
➤ Qualifications and Experience of Firm	30 Points
➤ Qualifications and Experience of Key Personnel	35 Points
➤ PDC Technical Requirements (EXHIBIT E)	40 Points
➤ Product Features (EXHIBIT F)	60 Points
➤ Service Proposal	40 Points
➤ Price Proposal	40 Points
➤ Promotion of M/W/ESBs in Subcontracting Opportunities	30 Points
➤ Sustainability of Proposal	10 Points
Total Available Points	285 Points
OTHER SUBMITTAL REQUIREMENTS	
➤ Cover Letter	Not Scored
➤ License and Maintenance Terms	Not Scored
➤ Proposer Certification	Not Scored

6. GENERAL CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the terms and requirements of this RFP. All matters not specifically addressed in this RFP, or a subsequent contract entered into, will 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.

6.1 Reservation of Rights. PDC, in its sole discretion, reserves the right to change 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 submittal requirements and procedures described in this RFP; to waive minor informalities of any proposal; to obtain clarification or additional information necessary to properly evaluate a 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.

6.2 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.

6.2.1 Quantities of Proposals. Proposers must submit the following materials which must be received by PDC at the address listed in Section 1.1 of this RFP no later than the "Proposal Due Date and Time" listed in Section 1.6 of this RFP:

- **One (1) original** proposal
- **Seven (7) 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."

6.2.2 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
- Date and time proposals are due
- Name and address of PDC's Solicitation Coordinator for this RFP:

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

PDC shall not be liable for any lost, late or improperly marked proposals.

6.2.3 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.

6.3 Preparation Costs. Proposers responding to this RFP do so at their own expense and PDC will not reimburse any expenses 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.

6.4 Requests for Clarification or Change. All requests for clarification or change to any matter contained in this RFP (e.g., product features, Statement of Work for Consulting Services, procurement process, contract terms, insurance requirements, etc.) must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 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 1.6 of this RFP.

All such requests for clarification or change to 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

- 6.5 Changes to this RFP.** All clarifications and changes to any 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 Addendum into their final proposal. Failure to do so may cause the Proposer's proposal to be rejected.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to the PDC website for this RFP, <http://pdc.us/rfp1007>, 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, interested parties are ultimately responsible for being aware of any addenda issued by PDC and modifying their proposal accordingly.

- 6.6 Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the PDC Board of Commissioners or any PDC employee not specifically named in this RFP, except upon invitation by PDC in a formal interview. Doing so may be cause for proposal rejection. PDC will not hold "one-on-one" meetings with any potential proposer during the RFP process outside of a formal interview.

- 6.7 Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

- 6.8 Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192. Any portion of a proposal that a Proposer claims to constitute a "trade secret" must meet the requirements of ORS 192.501(2). All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

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

If a Proposer marks every page or includes a blanket statement that the entire proposal is "Confidential" or "Proprietary," the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed. PDC will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether

pursuant to ORS 192 or otherwise. After award, the Contract executed by PDC and the successful Proposer will be a public document subject to disclosure and no part of the Contract can be designated as "Confidential." Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until PDC has issued its Notice of Intent to Award.

- 6.9 Publicity.** Any publicity giving reference to the project described in this RFP, whether in the form of a press release, brochure, or other marketing material 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.
- 6.10 Information Submitted.** Proposers are cautioned that it is the your 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 your proposal. However, PDC may a) request a Proposer to submit additional information during or after the proposal evaluation period; or b) overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.11 Proposer Offer, Withdrawal and Modification.** By submitting a proposal in response to this RFP, Proposer agrees their proposal is a binding offer to provide the Software and perform the Services described in this RFP for a period of one hundred twenty (120) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless PDC agrees in writing.
- 6.12 Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, PDC may investigate the references, financial capacity, credit history and past performance of any Proposer, including service(s) provided to PDC, with respect to the Proposers' successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors and employees; and other factors described in ORS 279B.110. PDC reserves the right to use any information or reference that may be discovered. PDC may postpone issuance of a Notice of Intent to Award in order to complete its determination of responsibility.
- 6.13 Method of Evaluation.** After PDC opens all timely-received proposals, PDC will evaluate all responsive proposals in accordance with the evaluation criteria listed in this RFP. A "responsive proposal" is a proposal that substantially complies with all prescribed submittal requirements and procedures contained in this RFP. Evaluation will be based on the Proposer's written response as well as any relevant information that PDC may subsequently request or discover. PDC will then rank the Proposers to determine the "Finalist Proposer(s)." Finalist Proposer(s) will be those highest-ranked, responsive Proposers after evaluation.

- 6.14 Finalist Proposer Demonstrations and Interviews.** PDC intends to invite the Finalist Proposer(s) to demonstrate their proposed Software solution and interview with PDC. Onsite interviews and demonstrations are strongly preferred, though not required. If requested, attendance at such an interview/demonstration is mandatory and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. PDC will require a live demonstration of the full product (and proposed version) in production (i.e. not a presentation with screen-shots of the product). The PDC interview room will have a PC with internet access, digital projector and screen. Finalist Proposers are encouraged to bring their own computing equipment (including software and internet connectivity) if the full product cannot be demonstrated with PDC's equipment and configuration. Following the demonstrations and interviews, PDC may a) re-score the Finalist Proposer(s)' proposals or b) use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award decision based the overall strength of the Finalist Proposer(s)' proposal and interview. If demonstrations and interviews are not conducted, PDC will award the Contract to the highest-ranked responsive Proposer.
- 6.15 Selection Process.** PDC reserves the right to award the Contract to the Proposer that a) has submitted a responsive Proposal; b) is deemed responsible; and c) offers PDC the best overall value, benefit, convenience and service, 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.
- 6.16 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" the 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 by email, 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 identified in Section 1.1 of this RFP.
- 6.17 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 and corresponding solicitation number and conspicuously 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 as well as a statement of relief requested. The judgment used in scoring by individual evaluators is not grounds for protest. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.
- 6.18 Serial Negotiations.** After PDC has issued its Notice of Intent to Award and resolved all protests, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize product features, pricing, performance schedule, the services statement of work and other contractual matters. All such negotiations will be

minimal, expedited and completed by the anticipated Contract Effective Date. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or PDC cancels this RFP.

7. TERMS OF THE SERVICES CONTRACT

The following terms and conditions will govern the Services Contract (called the “contract” in this section) between PDC (called the “Commission” in this section) and the Vendor (called the “Contractor” in this section) for the provision of the consulting services described in Section 3.5 of this RFP. 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 Vendor. Any exception taken to or requested modifications of the terms of the Services Contract must be included with your proposal. PDC may but is not obligated to accept any requested modification to the Services Contract.

The contract(s) for licensing, support and maintenance of the Software will be on the successful Proposer’s standard licensing, support and maintenance forms and be subject to negotiations. Proposers should note that PDC, as a public agency in the state of Oregon, is subject to certain statutory requirements and restrictions and may not or will not be able to consent to all of the successful Proposer’s standard licensing, support and maintenance terms without modifications.

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

[Section 4.5 in this 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 and Equal Employment Opportunity Certification

The Contractor shall obtain a City of Portland business license and certify as an Equal Employment Opportunity employer as required by PCC 7.02.300 and 3.100, respectively, 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.

8. PROPOSER CERTIFICATION

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

RFP #10-07, Loan and Grant Software System

- 8.1 The undersigned acknowledges receipt of Addenda Nos. ___ through ___ or ☐ N/A.
- 8.2 If awarded a contract from this RFP, prior to contract execution, Proposer agrees to satisfy all contract compliance requirements listed in sections 4.4 and 4.5 of this RFP.
- 8.3 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.
- 8.4 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.
- 8.5 Proposer certifies that it has no business or personal relationships with any other company or person that could be considered an actual 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.
- 8.6 The undersigned warrants that he or she is an authorized representative of the Proposer and has the authority to make a binding offer to PDC for the products and services described in this RFP; has read, understands and agrees to be bound by all RFP instructions, specifications, insurance requirements and contract terms and conditions contained in this RFP (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer's Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer's Mailing Address: _____

Proposer's Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____

EXHIBIT A. FINANCIAL PRODUCTS OFFERED BY PDC

Program/Product	Product Descriptions	Track
Business Finance Products		
Business Incentive Fund (BIF)	The Business Incentive Fund (BIF) is focused on the creation and retention of jobs in Portland's Urban Renewal Areas. Loans made from BIF are priced to encourage significant private investment in each project relative to the amount of public investment. By providing an incentive to increase the amount of private leverage in each transaction, BIF is designed to attract more investment into Portland businesses, and increase the number of jobs.	Leverage Jobs
Business Development Loan Fund (BDLF)	The main objective of the Business Development Loan Fund (BDLF) is to encourage job retention and growth in PDC's Target Cluster and High Growth businesses. The amount of funds available is dependent on the performance of the fund's portfolio of outstanding loans. Funds may also be used to provide insurance for a bank loan for an eligible borrower under PDC's Small Contractors Loan Insurance Program (SCLIP) (see below).	Jobs Growth
Small Business Loan Fund (SBLF)	The Small Business Loan Fund (SBLF) is designed to meet the specialized needs of small businesses citywide, with a focus on minority and women owned businesses. The primary objective is to build community wealth through local ownership of businesses and the creation and retention of jobs in Portland neighborhoods. The SBLF also seeks to bridge the gap in project costs not covered by private financing and increase the credit-worthiness of marginal clients so they can attain private sector financing.	Jobs Minority Women
Economic Development Administration (EDA)	The EDA Loan Fund is a U.S. Department of Commerce program designed to assist new and existing small businesses citywide. The EDA Loan Fund provides financial assistance to small businesses in the form of a loan with a reduced interest rate and longer term to retain and create new employment opportunities that pay competitive wages and benefits. The program achieves the objectives of 1) bridging the gap in project costs not covered by private financing, 2) increasing the credit-worthiness of marginal clients so they can attain private sector financing, 3) assisting in the creation of wealth within economically distressed communities, and 4) increasing minority and women ownership of businesses citywide.	Jobs leverage minority
Small Contractor Loan Insurance Program (SCLIP)	The Small Contractors Loan Insurance Program (SCLIP) is a credit enhancement program that provides partial insurance for lines of credit offered by private lenders to independent construction contractors, with a focus on contractors specializing in energy efficiency and green development projects, in the city of Portland.	

Development Products

Commercial Property Redevelopment Loan	The Portland Development Commission (PDC) makes loans to assist private partners with redevelopment, new development and tenant improvements that encourage property revitalization and wealth creation within urban renewal areas (URAs). The Commercial Property Redevelopment Loan Product will provide incentives for commercial or mixed use development.	Leverage Purpose
Community Livability Grant	The Community Livability Grant Program provides grants for capital improvement projects that implement community livability goals in the urban renewal areas ("URAs"). Eligible projects will vary from URA to URA, but generally include parks, open space, traffic calming, community facilities, and historic preservation and urban design projects.	Leverage Purpose
Development Opportunity Services Grant	The Development Opportunity Services (DOS) Grant Product provides a maximum of \$12,000 to businesses and property owners for technical assistance and resources to assess the feasibility of redeveloping property within Urban Renewal Areas (URAs). The DOS Grant assists by providing seed money to support owners and business tenants in their effort to evaluate possible uses and improvements for underutilized properties. The grant supports PDC's goals of revitalization by encouraging mixed-use or industrial development, enhancing the livability of neighborhoods, and bringing new jobs to Portland.	
Green Features Grant Program	The Green Features Grant Program provides grants for projects that promote sustainability. Eligible projects will vary but will include improvements that will result in an economic, social or environmental benefit.	Benefit
Retail Retention and Improvement Loan	PDC makes loans to assist retail businesses in order to encourage successful retail districts within Urban Renewal Areas (URAs). Retail businesses are sales and service firms that are involved in the sale, lease or rent of new or used products to the general public. Retail Retention and Improvement Loans are used to attract new destination retailers, attract key retailers to commercial corridors outside the downtown area, retain existing key retailers to a retail area, infill or improve the quality of retailers at catalytic locations (as defined in the Downtown Retail Strategy Update). This program is scheduled to terminate in the next 3 months.	Leverage Purpose
Signage and Lighting Improvements Grant	The purpose of the Signage and Lighting Improvements Program (SLIP) is to provide additional incentives for retail businesses to invest in business signs and store window lighting to improve overall commercial facade appearance and refresh the appearance of the retail district.	

**Storefront Improvement
Program Grant**

The purpose of the Storefront Improvement Program is to provide a matching grant of up to \$20,000 to assist property owners and lessees in rehabilitating their storefronts. A total incentive up to \$100,000 grant may be approved for clients who are delivering key projects that fulfill the vision of the 2009 Portland Downtown Retail Strategy. If the storefront grant is greater than \$20,000, additional match funds primarily to be used to increase street-level transparency, and other pedestrian oriented enhancements to the property, while meeting criteria regarding the type of retailer. Project proposals are evaluated on program goals such as commercial area revitalization blight elimination, project geography and synergism with surrounding projects, neighborhood livability enhancement, and physical condition of building

EXHIBIT B. PDC TECHNICAL ENVIRONMENT

Current as of September 1, 2010

Lawson Application Information

- Process Suites: 9.0.1 MSP: 1
 - Environment: 9.0.1 ESP: 5
 - LBI 9.0.3
 - Process Flow (PFI): 9.0.1.5
- 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
- Multi-Ledger
- Personnel
- Purchase Orders (service orders only)
- Payroll
- Requisitions
- Time Management

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 9.0.3.1
- MKS Toolkit version 9.1
- Merant's Micro Focus Net Express version 5 Cobol Compiler
- IBM Websphere Application Server ND version 6.1.0.21
- 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 2009 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

Supporting Software for Mitas

- Database: Pervasive SQL v10 - Btrieve
- Interface: AcuCobol - GT v7

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 C. FUTURE INTERFACES

Process	Source System	Target System	Type
Loan Commitment	Loan Mgmt	Lawson AP	Vendor
	Lawson AP	Loan Mgmt	Vendor Numbers
	Loan Mgmt	Lawson AC	Activity (Loan)
	Loan Mgmt	Lawson AC	Activity Attributes
	Loan Mgmt	Lawson RQ	Requisitions
Loan Closing	Loan Mgmt	Lawson RQ via Process Flow	Purchase Order
	Loan Mgmt	Lawson PO	Purchase Order
Loan Disbursements	Loan Mgmt	Lawson AP	Invoice
	Lawson AP	Loan Mgmt	Payments
Loan Payments	Loan Mgmt	Lawson CB	Cash Payments
Month End	Loan Mgmt	Lawson GL	Accruals
New Projects	Lawson AC	Project Portfolio	Activity
	Lawson AC	Project Portfolio	Activity Attributes
Pipeline	ACT!	Loan Mgmt	Determined during analysis phase of project
	Loan Mgmt	ACT!	Determined during analysis phase of project



Selected firm responsible providing target system requirements Selected firm responsible for design and development.



Selected firm responsible for design and development of interface based on specification provided by PDC.



Selected firm responsible for design and development of interface based on specification developed during analysis phase of project.

EXHIBIT D. PDC CHART OF ACCOUNTS STRUCTURE

Lawson Code	Lawson Max Length	PDC Current Usage	Additional Information
Accounting Unit (AU)	15 Alpha/Num Characters	9 Numeric designated 3 - Fund 3 - Program 3 - Cost Center	Fund, program and cost center codes can be stored in separated fields but must be concatenated together for record interfaces.
GL Account	6 Numeric	4 Numeric	
Sub Account	4 Numeric	Not used	
Project/Activity	15 Alpha/Num	6 Alpha/Num	These codes may be redefined to use up to 10 characters

Each of the above fields has a corresponding description field of 30 alphanumeric characters

EXHIBIT E. PDC TECHNICAL REQUIREMENTS

Proposers are to complete this EXHIBIT E so that PDC can understand how the Proposers' Loan Management Software will work within PDC's existing technical infrastructure.

DO NOT MODIFY THE FORM AND FORMAT OF THE FOLLOWING TABLE.

TECHNICAL REQUIREMENT		YES	NO	COMMENTS
1 - INFRASTRUCTURE REQUIREMENT				
In order to minimize the overall cost of this acquisition it is required that any proposed system(s) be capable of running on PDC's existing computer system infrastructure. Below is listed the environment which is currently available for use by the proposed system(s).				
1.1a	Server. Preferred Option: New system running as Virtual Machine in a VMware vSphere 4.1 environment			
1.1b	Second Option: Purchase a new Dell PowerEdge rack-mount server system, models include R610, R710 and R810, with 4-16 GB memory and dual processors			
1.2a	Desktop and Network. Proposed system compatible with 3.0 GHz Dell desktop computers with 2 GB memory			
1.2b	Proposed system compatible with network-attached laser printers			
1.2c	Proposed system compatible with Category 6 network cabling			

TECHNICAL REQUIREMENT		YES	NO	COMMENTS
2 – SOFTWARE REQUIREMENTS				
2.1	Proposed Software is capable of running in a Microsoft Windows XP and/or Microsoft Windows 7 operating system environment at the desktop level and Windows Server 2008 64-bit at the enterprise level.			
2.2	Proposed Software is capable of running in a Windows Server 2008 64-bit at the enterprise level.			
2.3	Proposed Software is compatible with a Cisco switched Ethernet network.			
2.4	Proposed Software is compatible with Microsoft SQL Server 2005 and MS SQL 2008			
2.5	Proposed Software capable of supporting 2.4 in DBMS environment.			
2.6	Proposed Software is compatible with productivity software suites including Microsoft Office 2007 and Microsoft Office 2010.			
2.7	Proposed Software is compatible with both Microsoft SQL Server Reporting Services and Crystal Reports 2008.			

TECHNICAL REQUIREMENT		YES	NO	COMMENTS
3 - Information System Services Requirements				
PDC's Information Technology ("IT") division is responsible for the operation and maintenance of all hardware and software utilized by the staff of PDC. In order for PDC to get the most benefit from the proposed new system and be able to maintain it with in-house staff, the IT division requires the following:				
3.1	If awarded the contract, Proposer can provide access to the source code of the proposed system – including direct access to the underlying database structures and data, including data dictionaries, data schema and entity relationships.			
3.2a	Security. Proposed Software has front-end security that can control who can access the system and – for those users that are allowed to access the system – to what level their access extends.			
3.2b	Proposed Software can control access to information down to the data item level. If the proposed Software does not have this capability, describe the capabilities it does have and how it could be made to achieve PDC's requirement.			
3.2c	Proposed Software supports Active Directory authentication on security.			
3.3	Proposed Software has a complete, printed set of system technical and user documentation complete enough for PDC staff to use in maintaining the system.			

EXHIBIT F. PRODUCT FEATURE MATRIX

Proposers must complete this EXHIBIT F to allow PDC to assess the Proposers' Loan Management Software capabilities. The following functions are identified as **Mandatory** or **Desirable** as part of the solution and **each Proposer must propose a product that performs the functions described for each component.**

1. For each feature listed in the following table, identify in the "**Vendor Product Feature**" column enter the code number of the corresponding answer (from table below) that describes this feature for the recommended product.

Code #	Answer
1	Feature is supported as delivered "out-of-the-box."
2	Feature is supported via user modification/customization of out-of-box product.
3	Feature can be provided only by vendor customization of product source code.
4	Feature is not currently supported, but will be in next release of product.
5	Feature is not currently supported, but planned for future release of product.
6	Feature is not supported

2. Please use the comments column to specify which software product or module handles the function described.
3. If clarification is needed for any answer, use the comments area adjacent to the function or attach on a separate page to this exhibit and identify by the Feature Number.

DO NOT MODIFY THE FORM AND FORMAT OF THE FOLLOWING TABLE.

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
1 - Loan/Grant Origination								
The functions performed within Loan/Grant Origination are those associated with an individual or business (prospective borrower/grantee or existing one) submitting an application for financial assistance in a certain amount of money from PDC, through the process of determining the eligibility of the individual or business, to the generation and signing of closing documents, and ends with the disbursement of loan/grant proceeds. Also, at PDC, the function of Collections of delinquent accounts is included under the Lending function. The term loan in the specifications below should be assumed to include both loans and grants.								
1.1 - Loan Origination Data Item Requirements and Definitions								
To begin with, the proposed system(s) must allow for the entry and storage of the following data items:								
Mandatory Features								
1.1.1	There must be a unique number identifying the loan. The system will need to allow for the specific designation of a loan/grant number based on the program type and have the option to provide for system assignment in sequence from a pre assigned starting number. The ability to assign attributes or otherwise associate a program id with the loan number is required. This number will not exceed 10 characters in length. Currently PDC uses a six (6) digit numeric sequential assigned loan number for most of its loans and grants. For some loans however PDC uses an 8 character (alpha numeric) code consisting of 5 numbers, a dash (-) and then a 2 digit numeric fiscal year designation. In either case the code must be unique.							

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1.1.2	The ability to capture all names and addresses associated with the loan and the ability to distinguish their relationship to the loan, i.e.: whether the individual is the borrower, guarantor, pledgor or other relationship as yet to be determined. Each name/address entry/line will have the ability of storing at least a 35 character name and a 35 character street address along with City, State and ZIP fields. The distinguishing relationship entry must be part of a predefined table and selectable from a drop down menu. The entry may be either the full word of the relation or a coded entry.							
1.1.3	The ability to capture a minimum of 10 or more social security numbers (SSN) for individuals or Federal Tax Identification Numbers (EIN) for businesses having a relationship to a loan. The SSN or EIN entry will have the ability to store the complete number as issued by the Federal Social Security Administration.							
1.1.4	The ability to capture home, work and cell phone numbers for individuals having a relationship to a loan. There shall be enough phone number entries to handle numbers for each individual associated with the loan or a maximum of 6 for each home, work and cell numbers. Each phone number will include enough digits to include area code (preferably as a separate field), and							

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	the phone number.							
1.1.5	The ability to capture email addresses of individuals having a relationship to a loan. There shall be the capability of storing a maximum of 10 email addresses for any loan. This field will have the ability to capture email addresses of at least 50 characters in length.							
1.1.6	The ability to indicate the status of a loan application as it progresses from the approval process to closing, funding and disbursement. This indicator must be a predefined selectable code The system should track date when status code was updated and who made the update. Current statuses that are tracked are: Approved, New, Denied, Inactive, Withdrawn, Closed, Modified and Payment Plan.							
1.1.7	The ability to capture and store the following dates. All dates will contain at a minimum two (2) characters to indicate month, two (2) characters to indicate day and four (4) to indicate the year (including century). It is also desired but not required that all dates have a time component stored with them. If included time should be stored to the hundredth of a second.							
1.1.7a	Date Application Received							
1.1.7b	Date Application Entered into the System							
1.1.7c	Date of Modification							

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1.1.7d	Date of Payoff							
1.1.8	The ability to capture assigned responsible loan officer information. It is preferable that valid loan officers be identified from a table and assigned to individual loans. At a minimum the three (3) characters representing the loan officer's name; first, middle and last initials would be acceptable.							
1.1.9	The ability to capture assigned loan closer information. It is preferable that valid closers be identified from a table and assigned to individual loans. At a minimum a the three (3) characters representing the loan closer's name; first, middle and last initials is acceptable.							
1.1.10	The ability to indicate the type of application being reviewed and processed. This should be selected from a predefined table of user defined loan application types.							
1.1.11	The ability to capture the loan application amount. This data item will be a dollar amount field, which will be capable of holding dollar amounts up to \$99,999,999.99. The data item will either be filed with a valid numeric value or zeros.							
1.1.12	There will be a data item that will contain the zip code for all addresses carried on the system. The format of this data item will conform to the US Postal Services zip+4 format.							

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1.1.13	There will be a data items used to track Jobs Created information (proposed and actual). This will be a numeric field that will be capable of holding information in the following format: 99.9. These fields will either contain a valid amount or zeros. The system must track changes to these fields by date and operator ID.							
1.1.14	There will be a number of user-definable data items that can be defined as to their usage during system installation and initial configuration. (responder should specify extent of proposed application capability)							
1.1.15	PDC has the need for a notes system in this application. This note system will be used to capture any pertinent information about a loan that is not captured by one of the other pre-defined data items and to track follow-up activities. Below are the requirements for this notes function.							
1.1.15a	There must be the capability of cross referencing a note with its associated loan therefore the loan number assigned to the loan must also be carried on the note.							
1.1.15b	The author of the note will be carried with the note. The author will be in the form of his/her initials (first, middle and last).							

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1.1.15c	The date and time the note was entered will be captured. The date and time will be in the format of all other dates and times captured by the system(s).							
1.1.15d	The 'Short Name' described above will also be carried/associated with the notes system. This will allow for the retrieval of all notes associated with a single borrower/applicant.							
1.1.15e	The subject of the note will be captured and stored in a data item that is at least 50 characters in length.							
1.1.15f	The text of the note will be free form and stored in a data item that is at least 2000 characters in length. Once entered, the information so entered will not be modifiable. It is desired that there be some sort of a text editor which will allow a certain amount of formatting within the note body.							
1.1.15g	The system must have the ability to assign specific note topics.							
1.1.16	PDC has the need for a tickler system that is loan based and can be accessed on a departmental basis. An alert should automatically be created by action code for each person in servicing that needs to do a follow-up. A manager can request a report of all the items needing attention for all people in the department..							

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1.1.17	PDC has the need of a very robust 'Collateral System'. Since few of the loans in PDC's portfolio are the typical mortgage (real estate) type loans the types of collateral PDC accepts to secure its loans can be quite varied. As such the tracking needs for each type of collateral can be quite different. Currently PDC currently tracks two (2) different types of collateral. The 2 types of collateral are: Business Fixtures & Equipment and Real Estate. Each of these collateral types has very different data requirements therefore any proposed collateral system must be flexible enough to handle this requirement. For the proposed system it can be assumed that each of these collateral types is a completely different record type and not in any way, shape or form related to any other collateral type other than the item they represent is held as collateral for a loan. The proposed system must allow the user to track collateral by its type, description of the collateral, and original & current values. The proposed collateral capability also must have the ability to cross-reference a collateral item with more than one loan. This means that a single piece of collateral may be used to secure more than one loan and the collateral system must be capable of handling that.							

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Desired Features								
1.1.18	Ability to capture City of Portland Business License number							
1.1.19	The ability to capture and store the following dates. All dates will contain at a minimum two (2) characters to indicate month, two (2) characters to indicate day and four (4) to indicate the year (including century). It is also desired but not required that all dates have a time component stored with them. If included time should be stored to the hundredth of a second.							
1.1.20a	Date of Loan Committee Approval							
1.1.20b	Date of Development Agreement Expiration (If Applicable)							
1.1.20c	Date Assign to a Loan Closer							
1.1.20d	Date Documents Sent							
1.1.20e	Date Where All Conditions Met/Closed							
1.1.20f	Date of Final Account Review							
1.1.21	There will be a 'Short Name' data item that can be used to group all loans held by a borrower together; i.e.: If this field is queried on all loans for a borrower will be retrieved. This data item will be a minimum of 10 characters in length.							

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1.1.22	The system must have the capability to query on all note topics within the entire database.							
1.1.23	There will be a number of user-definable data items related to notes that can be defined as to their usage during system installation and initial configuration. (responders should describe extent of application capabilities.							
1.2 - Loan/Grant Origination Functional Requirements								
PDC's financial assistance program is a mix of commercial loans and grants. The section that follows describes the proposed system(s) requirements as it relates to PDC's unique needs.								
Mandatory Features								
1.2.1	The proposed system(s) needs to provide a means of capturing loan application data. This can be accomplished in any number of ways. One of the methods must initially be to provide for direct manual input by PDC staff via specially designed computer screens or forms. This means that PDC staff will be able to easily transcribe data from loan applications into the proposed system(s) database via keyboard input.							
1.2.3	Information captured in the application function must be easily passed and/or shared by other functional areas without having to re-enter the data. .							

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1.2.3	All loan application data must be queryable and reportable. The main means of querying data will be via loan number, borrower number, TIN/SSN, Short Name, and Loan Program but should be easily modifiable for querying on all other data items.							
Desired Features								
1.2.4	The proposed system(s) must be open enough to either initially accept applicant input directly into the system via the Internet or be easily modifiable to that end in the future. Any internet applications must conform to SSL security protocols and be 256-bit encrypted and secure.							
1.3 - Lending Functions and Capabilities								
The Lending function within PDC is the functional area that the customer deals with first. Therefore the following functions and capabilities are necessary:								
Mandatory Features								
1.3.1	Full application tracking with notes for both new loans and modifications to existing loans. It is preferred that this functionality also includes the ability to track and manage contacts and request for application information.							
1.3.2	Date tracking/management through the entire loan process, from initial customer application to loan closing and funds disbursement.							

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1.3.3	All loan origination and loan servicing functions linked via account number (loan number) and/or borrower/customer name and number.							
1.3.4	There must be an ability to cross-reference all account names/SSN's/EIN's.							
1.3.5	There must be an ability to distinguish borrowers/guarantors/pledgors with multiple addresses and contact numbers. See feature 1.1.2							
1.3.6	There must be an ability to individually or collectively track loan officer assignments, i.e.: by status of loan, condition.							
1.3.7	There must be an ability to capture multiple SSN's or EIN's. See feature 1.1.3							
1.3.8	There must be an ability to capture and utilize email addresses. Including the ability send and receive information via Microsoft outlook. See feature 1.1.5							
1.3.9	There must be an ability to calculate (amortize) loan payments. At a minimum there must be the ability to amortize a loan on a monthly, quarterly, semiannually and annual basis. The ability to do a mixed amortization is also required.							
1.3.10	There must also be the ability to do construction interest accounting.							

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1.3.11	There must be the ability to track cash flow loans with a tickler based on specific review dates.							
1.3.12	There must be an ability to track multiple loan disbursements. Many of PDC's loans and grants are disbursed on a construction draw basis.							
1.3.13	There must be a functional capability for tracking specific functions such as the renewal of UCC's, the renewal of insurance, etc.							
Desired Features								
1.3.14	Multiple Digital Signature capability							
1.3.15	Customizable Loan Committee Write-up and Minutes preparation							
1.3.16	Fully Customizable loan document preparation capability including tracking and approval information							
1.4 - Collections Functions and Capabilities								
The Collections function is the process of collecting on non-performing borrowers. The following functions/capabilities are required to support the Collections function:								
Mandatory Features								
1.4.1	There must be an ability to report on loan delinquency based on stages/cycles. (In Foreclosure, In bankruptcy, Modification in Progress and Written Off)							

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1.4.2	There must be the ability to generate various automated dunning letters/Final Demands.							
1.4.3	There must be an ability to schedule workouts with irregular payments.							
1.4.4	There must be an ability to generate alerts for various conditions/expiration.							
1.4.5	There must be an ability to calculate payoff balances (future and past dates) and bring current balances.							
1.4.6	There must be an ability to provide Delinquency Reporting (Aging Analysis) by loan fund and loan type on loans which are 30, 60, 90, 120 days delinquent or in foreclosure.							

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1.5 - Document Functions and Capabilities								
MANDATORY FEATURES								
1.5.1	The main function of the Documents Section is to track a loan application from the point where it was approved through to funds disbursement. During this process there are some very specific tasks or functions that must be performed. The most involved task that must be performed is the generation of loan documents. It is strongly desired that the proposed system have the capability of generating loan documents automatically, from some sort of a selection screen, from information that has previously been entered into the system and augmented through manual entry that information which was not. The end result of this document generation process would be a set of 'loan closing' documents that have all necessary information filled-out and are ready for the borrower(s) to sign. This documents generation capability must be modifiable to accommodate changes that from time to time may be required.							
1.5.2	A secondary capability of the document generation capability is the ability to store all generated documents within PDC's ECM system TRIM and to link to TRIM to view stored document during servicing.							

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2 - Loan Servicing								
PDC has many of the loan servicing functional requirements of the typical lending institution. These include but are limited to: the application and posting of payments, the accrual of interest, the determination of timeliness of payments and whether or not a late fee is to be assessed, the collection and tracking of escrow funds, the generation of property tax payment information, the tracking of borrower information, tracking and maintaining collateral information, the generation of loan billing information and statements, the tracking of year-to-date financial information, the generation of annual statements and tax information statements (Form 1098 and Form 1099).								
2.1 - Loan Interest Accrual								
PDC utilizes the following type of interest accrual methods.								
Mandatory Features								
2.1.1	360 day year/30 day month							
2.1.2	360/ Actual days (for construction and partially distributed loans)							
2.1.3	365 day year/30 day month							
2.1.4	Simple interest (interest only)							
2.1.5	No interest							
2.2 - Loan Servicing Data Item Requirements and Definitions								
In addition to the Loan Origination Data Item Requirements the Loan Servicing functional area has its own data item requirements. One of the major requirements of the proposed system is for the integration of data between the Loan Origination and Loan Servicing functions. The primary goal of this is to allow for the entry of data only once and never again. In the following list of data items only those that were not previously entered in the Loan/Grant Origination function will be listed here.								

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Mandatory Features								
2.2.1	<u>Escrow Type</u> - This data item is used to identify the type of escrow. (property tax, insurance etc.							
2.2.2	<u>Escrow Payment Amount</u> - This data item contains the escrow payment amount. If it is a tax escrow it amounts to 1/12 of the tax (one month's worth of taxes).							
2.2.3	<u>Escrow Due Date</u> - This data item contains the date on which the escrow is due to be disbursed.							
2.2.4	<u>Escrow Disbursement Amount</u> - This data item holds the escrow disbursement amount. If this is a regular escrow this is the anticipated disbursement amount. If this is a pass-through it is the amount disbursed once a month.							
2.2.5	<u>Loan Status</u> - This data item indicates the status of the loan. The current system supports the following loan statuses: New, Active, Closed, Paid Off and Modified. See 1.1.6							
2.2.6	<u>Loan Restructuring</u> - This data item contains a code or value that indicates if a loan is in temporary restructuring status. Must be able to keep a record of multiple modifications actions. PDC defines a modification as any financial assistance that has a change in terms whereby PDC has waived some or all							

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	of its rights under the terms of the loan agreement.							
2.2.7	<u>Delinquent Status</u> - This data item contains the status of the delinquent loan, i.e.: settlement, judgment, repossessed status.							
2.2.8	<u>Loan Date</u> - This data item contains the date on which the loan first became a loan.							
2.2.9	<u>First Due Date</u> - This data item contains the date on which the first payment is due for this loan.							
2.2.10	<u>Last Maintenance Date</u> - This data item contains the date of the last maintenance performed to the loan. If there has never been any maintenance performed on the loan the data item should be blank or null.							
2.2.11	<u>Last Transaction Date</u> - This data item contains the date on which the last financial transaction was processed against this loan.							
2.2.12	<u>Accrued Thru Date</u> - This data item contains the date through which interest has accrued on the loan.							

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2.2.13	<u>Next Due Date</u> – This data item contains the date on which the next payment is due on this loan.							
2.2.14	<u>Paid To Date</u> – This data item contains the date to which a loan is paid.							
2.2.15	<u>Paid Off Date</u> – This data item contains the date on which the loan was paid off. Until the loan has been paid off this data item is blank or null.							
2.2.16	<u>Date Appraised</u> – This data item contains the date on which any real property associated with this loan as collateral was appraised.							
2.2.17	<u>Maturity Date</u> – This data item contains the date on which this loan is due to be paid off. This date is generally a function of the Loan Date and the Term of the Loan.							
2.2.18	<u>Interest Rate</u> – This data item contains the interest rate of the loan with a precision to 6 decimal places.							
2.2.19	<u>Interest Start Date</u> – This data item contains the date on which interest starts to accrue for the loan. PDC has certain loan types where interest accrual does not begin on the date of the loan but begins up to a number of years in the future.							
2.2.20	<u>Daily Accrual Factor</u> – This data item contains the dollar amount of interest accrued on a daily basis with a precision to 6 decimal places.							

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2.2.21	<u>Original Loan Amount</u> - This data item contains the original principal amount of the loan.							
2.2.22	<u>Principal Balance</u> - This data item contains the dollar value of the current amount owed on the loan							
2.2.23	<u>Principal and Interest Required</u> - This data item contains the principal and interest portion of the payment.							
2.2.24	<u>Principal Paid Year to Date (YTD)</u> - This data item contains the dollar value of the amount of principal that was paid on the loan for the current year to date.							
2.2.25	<u>Appraisal Amount</u> - This data item contains the amount of the appraisal of any real property held as collateral on the loan.							
2.2.26	<u>Late Fees Due</u> - This data item contains the amount of late fees due on the loan.							
2.2.27	<u>Late Fees Paid Year to Date (YTD)</u> - This data item contains the amount of late fees paid this year on the loan.							
2.2.28	<u>Late Fees Paid Total</u> - This data item contains the total amount of late fees paid over the life of the loan.							
2.2.29	<u>Late Fees Waived Year to Date (YTD)</u> - This data item contains the amount of late fees that have been waived this year for the loan.							

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2.2.30	<u>Late Fees Waived Total</u> - This data item contains the total amount of late fees waived over the life of the loan.							
2.2.31	<u>Interest Paid Year to Date (YTD)</u> - This data item contains the amount of interest paid this year by this loan.							
2.2.32	<u>Interest Paid Total</u> - This data item contains the amount of interest paid over the life of this loan.							
2.2.33	<u>Interest Accrued Month to Date (MTD)</u> - This data item contains the amount of interest accrued this month by this loan.							
2.2.34	<u>Interest Accrued Year to Date (YTD)</u> - This data item contains the amount of interest accrued this year by this loan.							
2.2.35	<u>Interest Accrued Total</u> - This data item contains the amount of interest accrued over the life of this loan.							
2.2.36	<u>Next Principal Amount</u> - This data item contains the next principal amount due on the loan.							
2.2.37	<u>Next Interest Amount</u> - This data item contains the next interest amount due on the loan.							
2.2.38	<u>Late Fee Charge Base</u> - This data item contains a code indicating to the system what base amount to use when calculating the late fee. There is no special format requirement for this data item. The code should be able							

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	to indicate at least the following base amounts. NOTE: The system calculates the late fee by multiplying one of the above amounts by a given late fee percentage.							
2.2.38a	- Interest portion of the payment due							
2.2.38b	- Original principal amount of the loan							
2.2.38c	- Principal and interest portion of the payment due							
2.2.38d	- Principal portion of the payment due							
2.2.38e	- Total amount of payment due							
2.2.39	<u>Charge Late Fee</u> - This data item contains a code that indicates to the system whether or not to charge a late fee for this loan. There is not special format requirement for this data item.							
2.2.40	<u>Late Fee Table Index</u> - This data item contains a table index that points to a table containing different late fee percentage entries. Each entry also contains a minimum and maximum charge. This mechanism for determining late fee percentages is not required but the functional ability is.							
2.2.41	<u>Charge Days</u> - This data item contains the number of days that can elapse after the due date before the system will calculate and assess a late fee. This is a three (3) digit, numeric data item.							

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2.2.42	<u>Days Late</u> - This data item contains the number of days late the oldest payment is overdue. This is a five (5) digit, numeric data item.							
2.2.43	<u>Number of Payments Paid</u> - This data item contains the number of payments paid. This is a three (3) digit, numeric data item.							
2.2.44	<u>Payment Plan</u> - This data item contains a code that identifies the payment plan selected by the borrower. The format of this data item is non-specific. The data item should have the ability to indicate at a minimum the following type payment plans:							
2.2.44a	- No interest							
2.2.44b	- Interest only							
2.2.44c	- Deferred payments, non accrual							
2.2.44d	- Deferred payments, interest accruing							
2.2.44e	- Cash flow							
2.2.44f	- Amortizing							
2.2.49	<u>Months Between Payments (Payment Frequency)</u> - This data item contains the number of months between payments. If the payment plan selected by the borrower is 'Variable' this data item should have the ability to indicate so.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.2.50	<u>Due Day</u> – This data item contains the day of the month when each payment is due. Generally, PDC has all payments due on the first day of a month (or the first working day of a month if the 1st of a month falls on a weekend or holiday). For the proposed system the 1st day of the month should be used.							
2.2.51	<u>Term</u> – This data item contains the length of the loan life stated in months. This is a three (3) digit, numeric data item.							
2.2.52	<u>Loan Type</u> – This data item contains a code that identifies the type of loan. This should be selected from a predefined table of user defined loan types.							
2.2.53	<u>Property Code</u> – This data item contains a code that identifies the type of property. This should be selected from a predefined table of user defined property types.							
2.2.54	<u>State Code</u> – This data item contains a code that identifies the state in which the loan was made. Since PDC does not loan outside the state of Oregon this data item can be defaulted to a code that will indicate Oregon. This is a three (3) digit, numeric data item.							
2.2.55	<u>County Code</u> – This data item contains a code that indicates the county in which the loan was made. This is a three (3) digit, numeric data item.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.2.56	Urban Renewal Area (URA) – This data item contains a code to determine what URA the loan is in. This should be selected from a predefined table of user defined URA Codes.							
2.2.57	<u>Property Location</u> – This data item contains the property location if there is real property held as collateral on the loan. This data item usually consists of the county property tax R-number and the State code. . This is a twenty (20) character data item. Currently PDC tracks both the county R number and the State code.							
2.2.58	<u>Original Loan Officer</u> – This data item contains an identifier of the original loan officer assigned to the loan, i.e.: the person that originated the loan. See item 1.1.9							
2.2.59	<u>Responsible Loan Officer</u> – This data item contains an identifier of the loan officer currently responsible for the loan. See item 1.1.9							
2.2.60	<u>Unapplied Funds</u> – This data item contains the dollar amount of funds that have been unapplied to the loan for a number of reasons.							
2.2.61	<u>Escrow Current Fees</u> – This data item holds the current balance for escrow fees.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.2.62	<u>Total Escrow Payment</u> - This data item is used to indicate the total amount, above principal and interest) that is collected on a regular basis and accumulated in the Escrow Current Balance data item.							
2.2.63	<u>Escrow Shortage</u> - This data item holds the amount of escrow shortage (or surplus) computed during the escrow analysis.							
2.2.64	<u>New Escrow Payment</u> - This data item holds the new escrow payment amount that is to take place as the result of the escrow analysis.							
2.2.65	<u>Beginning Escrow Balance</u> - This data item holds the year's beginning escrow balance. This balance is printed on the annual statement.							
2.2.66	<u>Interest Paid Thru Date</u> - This data item contains the Interest paid through date.							
Desired Features								
2.2.67	<u>Escrow ID</u> - This data item contains a minimum of 10 characters and is used to place a short note or comment that further identifies the escrow type.							
2.2.68	<u>Paid Thru Date</u> - This data item contains the date through which payments have been made on this loan.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.2.69	<u>Date Last Assessed</u> - This data item contains the date on which this loan was last assessed a late fee.							
2.2.70	<u>Minimum Interest Rate</u> - This data item contains the minimum interest rate that can be applied to this loan. Its format is the same as Interest Rate as stated above.							
2.2.71	<u>Maximum Interest Rate</u> - This data item contains the maximum interest rate that can be applied to this loan. Its format is the same as Interest Rate as stated above.							
2.2.72	<u>Property Tax Paid Year to Date (YTD)</u> - This data item contains the total amount of property tax paid this year.							
2.2.73	<u>Interest Paid Month to Date (MTD)</u> - This data item contains the amount of interest paid this month by this loan.							
2.2.74	<u>Next Escrow Amount</u> - This data item contains the next escrow amount due on the loan.							
2.2.75	<u>Geographic Code</u> - This data item contains a code that identifies where in the city the loan was made. This should be selected from a predefined table of user defined geographic codes.							
2.2.76	<u>Escrow Current Balance</u> - This data item is used to show the accumulated dollar amount in escrow.							
2.2.77	<u>Escrow Current Reserves</u> - This data item holds the current balance for escrow reserves.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.2.78	<u>New Escrow Due Date</u> - This data item is the date on which the New Escrow Payment is to be paid.							
2.2.79	<u>Accrual Next Due Date</u> - This data item contains the date on which the next interest accrual will occur.							
2.2 Customer Service Requirements								
The Customer Service Section is the main interface between PDC and its borrowers. As such it has a requirement for a user friendly interface that allows for a quick and easy access to all information regarding a borrower's loan that has been stored in the database from loan origination through loan servicing, modifications and workouts through payoff. The user interface shall provide a query capability that allows the user to format queries on any and all data items stored in the database. In addition the proposed system shall provide the following:								
Mandatory Features								
2.3.1	Provide the ability to view all financial and maintenance transactions generated prior to their processing and allow for making necessary corrections.							
2.3.2	Provide the ability to view all transactions, and if a transaction is reversed, the ability to view the new and old set of transaction information to provide for a complete audit trail.							
2.3.3	Provide the ability to view and store all transaction data, i.e.: interest, principal, fees, escrow amounts, new/old interest rates, new/old dates.							
2.3.4	Provide the ability to post payments via the use of both realtime and batch processing.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.3.5	Provide the ability to post payments in the following order. 1. Interest, 2. Principal 3. Late Fees If delinquent: 1. Past due interest 2. Principal 3. Late Fees							
2.3.6	Provide the ability to post payments or other data after the effective date and have the system correctly post all data via the effective date and adjust interest accrued accordingly.							
2.3.7	Provide the ability to view the status of a loan to determine if it is of certain type of status, i.e.: workout, extension, bankruptcy, judgment, repossession, etc. All loan statuses must be searchable and reportable.							
2.3.8	Provide loan balance and payoff information.							
2.3.9	Provide the ability for users to be able to build their own customized reports by selecting any/all data fields and sorting this data into a logical order and providing a subtotaling/totaling capability.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.3.10	Provide the ability to service loans with no interest and/or payments for a defined period and then begin repayment. This capability will basically allow for the creation of a loan with no interest due and/or no payment due until some predetermined time after the initial loan funds have been disbursed.							
2.3.11	Provide the ability to accrue interest on a daily basis.							
2.3.12	Provide the ability to defer interest and separate this amount under a different section of the loan. This interest may or may not have interest accrue on it and the payment due date for these funds may differ from the regular scheduled loan payment.							
2.3.13	Provide an interface capability between the proposed system and Microsoft Excel. In the simplest sense what is desired is the ability to export data from the proposed system into MS Excel to allow for further analysis and reporting.							
2.3.14	Provide audit controls that allow staff to view any/all changes made by any member of PDC staff. In conjunction with this capability the proposed system shall provide the capability to allow or not allow a user to make updates down to the field level. This means that the system can be setup to restrict a user's ability to make changes to data in the database down to the individual field level.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.3.15	Provide the ability to handle multiple loan disbursements and be able to track this information. (example: construction loans). Each disbursement must be able to reference the disbursing check or wire number.							
2.3.16	Provide the ability to change late fees based on any percentage of loan amount and any number of grace days. See 2.1.40							
2.3.17	Provide the ability to waive and/or adjust late fees.							
2.3.18	Provide the ability to process payoffs and reverse payoffs.							
2.3.19	Provide the ability to change interest rates, both up and down, based on certain criteria.							
2.3.20	Provide the ability to generate Amortization Schedules for any given loan.							
2.3.21	Provide the ability to store key dates for a loan, i.e.: origination, maturity, next due, past due, effective and posting dates. These dates are only the minimum required; others may be included as an option.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.3.22	Provide history databases (files) that contain information relating to any changes or activity on a loan. At a minimum these databases will contain the loan number, effective date, posting date, a field that indicates what change was made or what activity occurred. If the change was a maintenance type transaction to change borrower/loan information and not a financial transaction, the history database shall include both a before image of the data changed and as well as an after image.							
Desired Features								
2.3.23	Provide the ability to process, maintain and track payable and non-payable escrow & multiple escrow types.							
2.3.24	Provide the ability to process property taxes and escrow analysis.							
2.3 - Litigation Management Requirements								
The Litigation Management Section is responsible for dealing with problem loans that must be handled through the legal system. The proposed system shall provide the following capabilities in support of this function:								
Mandatory Features								
2.4.1	Provide the ability to activate and freeze a loan account.							
2.4.2	Provide the ability to indicate the foreclosure status of a loan account.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.4.3	Provide the ability to produce a report that shows all loan accounts with Unapplied Funds associated with them.							
2.4.4	Provide the ability to have Fixed and/or Level Payment Plans.							
2.4.5	Provide the ability to have a variety of payment frequency loan types. This means that the proposed system shall allow for loans that have payments due on a monthly, quarterly, semiannual and annual basis. There should also be the capability for other frequencies not listed here but that may be needed in the future.							
2.4.6	Provide the ability to change the payment due date frequency once a loan has been established and categorize as a modification for tracking purposes.							
2.4.7	Provide the ability to report on an Interest Paid to Date field.							
2.4.8	Provide the ability to produce, in-house, 1098/1099 tax reports. Basically this function should allow for the printing of the 1098 and 1099 tax statements and the production of any summary reports that might be needed.							
2.4.9	Provide the ability to copy a note from one loan account to another. During the copy process there shall be no way to change the body or subject of the note.							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.4.10	Provide the ability to prohibit the changing of the body of a note once it has been created. The only change that should be allowed to a note entry should be to the subject field. If a note is entered incorrectly the only way the proposed system should allow for correcting the erroneous note is to delete it. The proposed system should also have the ability to limit who is authorized to utilize the delete function.							
2.4.11	Provide the ability to handle Extended Transaction Codes. The ability will allow for the identification of specific types of transactional operations within a major transaction group.							
2.4.12	Provide a Rejected Transaction report that identifies all submitted transactions that were not successfully processed and that indicates the reason why it did not successfully process.							
2.4.13	Provide a Daily Cash Posted report							
2.4.14	Provide Late Fees Due report							
2.4.15	Provide an Escrow Disbursements Due/Expired report							
2.4.16	Provide a daily maintenance processed/rejected report							

Function		Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
2.4.17	The proposed system must have the ability to process transaction in both on-line and batch. This includes the ability to enter real-time maintenance to existing borrower information and have that maintenance be immediately applied to the database and viewable to the user.							
2.4.18	Provide the ability to have multiple accounts t, i.e.: deferred interest, repossessed property accounts, accounts receivable, repossessed property expenses, judgments, losses, etc. within the same loan number.							
Desired Features								
2.4.19	Provide the ability to query the provided NOTES database through the use of a variably formatted subject field associated with each note. At the present time there is no requirement that a query capability be provided for the body of the note but consideration for this capability in the future is desirable.							

Function	Feature is supported as delivered	Feature is supported via user mod.	Feature can be provided only by vendor customization	Feature is not currently supported, but will be in next release of product.	Feature is not currently supported, but planned for future release of product.	Feature is not supported	Comments
3 - Lawson ERP Interface Requirements							
PDC desires the ability to interface the Loan Management application with its Lawson ERP system. It is anticipated that interfaces will be built between the Lawson General Ledger, Cash Book and Purchasing modules.							
3.1 - Account Code Requirements							
The Interface Section is for setting up user account codes within the application that match PDC's Lawson ERP system chart of account codes. The proposed system shall provide the following capabilities in support of this function:							
3.1.1 The proposed system must have the ability to utilize the current Lawson ERP account code structure in its native format without need of translation tables or crosswalk tables. See Exhibit D for a detailed description of PDC's Lawson chart of accounts.							
3.2 Interface Transaction Requirements							
The General Ledger Interface Section is for setting up user defined chart of account codes that match PDC's Lawson ERP system. The proposed system shall provide the following capabilities in support of this function:							
3.2.1 The proposed system must have the ability to import from the Lawson ERP system and export to the Lawson ERP, daily financial transaction debit and credit data.							