



**MULTNOMAH
COUNTY**

REQUEST FOR PROPOSALS

For

RFP No. P10-10148

**Project Management Services for
Data Center Design, Build
and Co-location Lease**

PROPOSALS DUE: NOT LATER THAN 4:00 PM, APRIL 7, 2010
LATE PROPOSALS SHALL NOT BE CONSIDERED

Submit Proposals to: **ATTN: Kenneth Scholes**
 Multnomah County *Procurement #P10-10148*
 Central Procurement & Contract Administration
 501 SE Hawthorne Blvd Ste 400
 Portland OR 97214

Refer Questions to: **Kenneth Scholes, Procurement Analyst Senior**
 Phone: (503) 988.5111, Ext 24986
 Email: Kenneth.g.scholes@multnomah.or.us

Pre-Proposal Conference: **There will be a pre-proposal conference for this solicitation on**
 Tuesday, March 23, 2010 at 1:00 p.m. in the Mt. Hood
 Conference Room of the Kelly Building located at 4747 E.
 Burnside, Portland, OR 97215. Attendance at the pre-proposal
 conference is *Optional but will include a tour and is strongly*
 encouraged.

Electronic copies of this RFP and attachments, if any, can be obtained from the Multnomah County Purchasing Website at <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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PART 1
OVERVIEW

1.1 PURPOSE AND OVERVIEW

Multnomah County Information Technology is seeking proposals from firms specializing in project management for data center design, build, and disaster recovery; co-location services selection; and planning and execution of systems migration from old data center facilities to new data center facilities.

1.2 CONTRACT AWARD

As a result of this solicitation, the County expects to award a single contract to a single Proposer for all of the requirements described herein. The contract award, as determined by the County, will be made to the Proposer whose Proposal meets all the minimum requirements specified in this solicitation and is deemed Most Advantageous to the County, and with whom the County has completed successful contract negotiations. Proposals will be evaluated in accordance with the process detailed in Section 3.3 of this RFP.

Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services.

1.3 CONTRACT NEGOTIATION

The County will initiate serial contract negotiations with the responsive and responsible Proposer with the highest scoring proposal.

Contract negotiations shall be directed towards obtaining a written agreement between the County and the Contractor that is fair and reasonable to the County, and consistent with the County's stated requirements and the Proposer's Proposal. The County may, at its option, choose to negotiate general contract terms and conditions, price, implementation schedules, the length of the contract, and other items at the County's discretion.

If negotiations fail to result in a contract within a reasonable amount of time, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue, based on score ranking, until a contract agreement is reached.

1.4 CONTRACT TERM

Fixed term. The contract term shall be for up to five years.

1.5 FUNDING

Adequate funding exists to procure services to manage and complete this multi-year project to design and build a new County data center and lease co-location space.

1.6 PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on Tuesday, March 23 at 1:00 p.m. in the Mt. Hood conference room of the Kelly Building, at 4747 E. Burnside St, Portland, OR 97215. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers. The meeting will close with a tour of the current data center. Attendance at the pre-proposal conference is strongly recommended.

1.7 MINIMUM REQUIREMENTS

At the time of Proposal submission, Proposers must meet the following minimum requirements before their Proposal can be forwarded to the evaluation panel for review. Failure to provide any of the required documents or meet any of the below requirements shall result in rejection of the Proposal.

1. The Proposal response must be received by the Multnomah County Central Procurement and Contract Administration (CPCA) office and be time stamped by CPCA no later than 4:00 p.m. PDT on Wednesday, April 7, 2010.

1.8 TIMELINES*

Friday, March 12, 2010	Copies of RFP available from Multnomah County CPCA. Copies will be mailed upon request.
Tuesday, March 23, 2010 1:00 PM	OPTIONAL Pre-Proposal Conference and Tour Mt Hood conference room, Kelly Building, 4747 E. Burnside St. Portland, OR 97215
Monday, March 29, 2010 No Later Than 4:00 PM	Due Date for all questions/protests of RFP specifications.
Wednesday, April 7, 2010 No Later Than 4:00 PM	Responses are due to Multnomah County CPCA. LATE PROPOSALS SHALL NOT BE CONSIDERED
On or around Monday, April 12, 2010	Written proposal evaluation process begins
On or around Monday, April 26, 2010	Multnomah County conducts oral evaluations (OPTIONAL)
On or around Monday, May 10, 2010	Multnomah County CPCA mails written notice of Intent to Award.

****Multnomah County reserves the right to deviate from this schedule.***

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PART 2
SCOPE OF SERVICES

2.1 INTRODUCTION AND PROGRAM HISTORY

2.1.1 MULTNOMAH COUNTY OVERVIEW

Multnomah County, incorporated in 1854, is located in northwestern Oregon at the confluence of the Columbia and Willamette rivers, approximately 90 miles from the Pacific Ocean. The County covers approximately 466 square miles, the smallest Oregon county in area, but the largest in population. The County serves a population of over 700,000 citizens. Eight incorporated cities are partially or completely located in Multnomah County: Fairview, Gresham, Lake Oswego, Maywood Park, Milwaukie, Portland, Troutdale, and Wood Village. Portland is the County seat with an estimated 568,000 residents.

Multnomah County is governed according to its Home Rule Charter, which became effective January 1967. The County Board of Commissioners is composed of the Chair of the Board and four District Commissioners. The Chair and Commissioners are elected, as are the Internal Auditor, District Attorney, and Sheriff.

Multnomah County provides a full range of services, including public safety protection; corrections and probation; construction and maintenance of roads, highways, bridges and other infrastructure; health and social services; library and community enhancement; general government; and internal business support. Certain sanitary and lighting services are provided as legally separate Service District Authorities and function in essence as departments of the County.

2.1.2 DATA CENTER OVERVIEW

The Multnomah County data center is located in the basement of the Penumbra Kelly Building at 4747 E. Burnside in Portland, Oregon. The facility is approximately 2800 square feet and houses approximately \$2.5 to \$3 M of critical telecommunications and computing infrastructure that supports the County's networks and business applications. These networks and business applications are the backbone of the IT services provided to employees and citizens. The services provided within the data center are currently at risk due to the age, design, and capacity of both the facility and the underlying data center equipment. The current data center does not meet the needs of the employees, the customers, or the citizens of Multnomah County. It is clear that the County must move forward to redesign the data center environment and add disaster recovery (DR) capabilities for critical systems and services.

2.1.3 PROPOSED SOLUTION: TWO-SITE DATA CENTER STRATEGY

A project team of County IT and Facilities and Property Management (FPM) staff worked together in the fall of 2009 to develop a business case for replacing the inadequate Kelly Building data center with a two-site data center. This solution consists of two smaller data centers, one a Tier II+ (based on Uptime Institute's data center tier definitions) County-owned data center to be built in an existing County-owned facility, and the other a Tier III externally operated co-location site. The County's applications will be split across the two sites and critical applications will have recovery capabilities at the alternate sites.

2.1.4 VIRTUALIZATION AND DECOMMISSION PRE-WORK

Prior to detailed data center planning, Multnomah County is committed to an initial virtualization and decommission phase to reduce the overall data center footprint and requirements. The team is more than halfway through a virtualization of approximately 400 servers. This work will be completed by the County IT team outside the scope of this RFP, and is included for informational purposes only.

2.2 DATA CENTER CONSIDERATIONS

2.2.1 Growth. Multnomah County's data center operational load is projected to grow 10% annually. This takes into account the ongoing virtualization of servers. Multnomah County's data center physical growth requirements (the data center footprint) will be limited in part through the use of green data center options like virtualization and blade server hardware.

2.2.2 Failover. Procedures for restoring critical applications will need to be developed. The assumption is that, following a recovery event, a critical application running in one data center can be restored within the negotiated time parameters. This includes restoring the critical application to the alternate data center, if necessary.

2.2.3 Flexibility and Scalability. Multnomah County data center design options must include the ability to experience growth above the projected 10% annual level. Options also need to include a method for recovering from a DR event and restoring to alternate data center(s) while the affected facility is restored.

2.2.4 Security. All options need to include the ability for County management to exercise proper information security management practices.

2.2.5 Green Initiatives. Multnomah County is a local government leader in promoting environmental sustainability, and is striving to be one of the greenest government organizations in North America. Through the Multnomah County Sustainability Program, the County adopts sustainable internal government operations and supports sustainability efforts in the community. In order for the County to continue to maintain this distinction and provide a leadership role, all data center design options must leverage "Green IT" solutions to ensure that mechanical, cooling, lighting, electrical and computer systems are designed (within available resource constraints) for maximum energy efficiency and minimum

environmental impact. Careful design can not only reduce operating costs, but also reduce material consumption and overall carbon emissions.

2.2.5 DR/Critical Applications. Approximately 20% of the operational load is made up of critical applications. These applications need to be recovered first. They receive priority attention and treatment in a disaster recovery scenario. Virtualization technology enables quicker recovery capability. The design of the new data center(s) must include and support a DR strategy.

2.3 SCOPE OF SERVICES

2.3.1 INTRODUCTION

Multnomah County is seeking consultative services to lead a County project team in the design, build and migration to a two-site data center model with integrated disaster recovery capabilities. Required services include project management with data center design expertise and co-location selection experience. Tasks include selection of an existing County location for one data center; design of data center; build-out plan, construction, and testing coordinated with Multnomah County FPM; planning, evaluation, and selection of co-location facility; and migration of all systems from the current data center to the new facilities.

2.3.2 GOALS AND OBJECTIVES

1. Create a more flexible, variable cost structure for IT and customers.
2. Utilization of “green” technologies in the design and build of a County-owned data center. Examples of green technologies to consider are building in zones, use of environmental cooling, etc.
3. Integrate redundancies, failover, and disaster recovery strategies as a fundamental element of our data center model.
4. Leverage newer, more efficient technologies for an innovative data center design.
5. Facilitate scalability through opportunities to move applications to cloud computing and reduce the data center footprint (through reduction in co-location services).
6. Design modular scalability to enable us to efficiently decrease or increase the data center footprint as needed.
7. Build in failover capabilities in both sites for disaster recovery of critical applications.

2.3.3 CONSTRAINTS

1. This project is scheduled for completion within 18 to 24 months of initiation.
2. The existing data center will not be retrofitted. The new data center must be in an existing County-owned facility.
3. Project does not include any redesign or migration of telephony services or PBX equipment.

2.3.4 REQUIRED SERVICES

1. Project Management

- a. Manage project from beginning design to completion of systems migration.
- b. Coordinate all efforts with Multnomah County stakeholders such as Multnomah County's Data Center project team and Office of Information Technology; Facilities and Property Management and its contractors; Central Procurement and Contracts Administration; and elected County Chairman and Commissioners as appropriate. Coordination of efforts with external stakeholders may also be required, such as Energy Trust of Oregon and partners currently leasing data center space from Multnomah County.
- c. Develop and manage project plan for all aspects of the project, including resource requirements, risk management, schedule, communications, issues, cost management and tracking, etc.
- d. Facilitate the development and documentation of the two-site data center design.
- e. Plan and execute facility testing prior to migration.
- f. Develop and write RFP or bid documents for services such as architecture and engineering (A/E), construction, and co-location facility lease.
- g. Manage construction process in conjunction with Multnomah County Facilities and Property Management.
- h. Develop and execute migration plan for move of systems from old data center to new facilities (data center and co-location).
- i. Develop and document recovery strategies for systems in the two-site model.
- j. Manage communications among all stakeholders.
- k. Review, validate, and report cost estimates on a regular basis.
- l. Assist with vendor management as vendors are identified for the implementation, including budget and scope.

m. All project documentation and archiving.

2. Data center design

a. Review and validate site selection of existing County facility for data center location.

b. Assist with and validate design of two-site data center including but not limited to :

- Overall sizing
- Network and storage infrastructure
- Green technologies
- HVAC/Cooling systems
- Equipment layout
- Power/backup power
- Cabling (demarcation, horizontal, cross-connect style, management)
- Fire suppression
- Rack systems
- Security systems/access and monitoring
- Operations workspace
- Temp/visiting IT staff space
- Storage space
- Remote management and monitoring systems
- Loading dock & delivery methods (ramps, doorways, etc.)
- Redundant systems (utility feeds, network providers, etc.)
- Lighting and environmental systems

c. Maximize use of green technologies for new data center where appropriate.

d. Develop requirements for County data center build and co-location leasing services.

e. In collaboration with architectural firm and design team, develop design plans for onsite data center.

3. Deliverables (final approved list to be negotiated during contracting phase of RFP process)

a. Approved Project Management Plan, including schedule, risk, communications, cost estimates, resources, etc.

b. County data center site selection

c. Approved documented two-site data center design

d. RFPs for data center A/E work, construction, and co-location lease

e. Approved documented requirements for data center and co-location facility

f. Approved documented migration plan for move of all systems to both sites

- g. Approved project budget
- h. Periodic presentations to stakeholders, including executive sponsors and elected Board of County Commissioners

2.4 KEY PERSONNEL

The County shall have the right to have background checks conducted on all Contractor staff accessing the County's systems either on-site or via remote access. Contractor staff shall not disclose confidential information and shall comply with the use-limitations for Software licensed or purchased by the County. Contractor will maintain up-to-date documentation indicating compliance with the County security and confidentiality requirements governing software, network access, data use and access to physical space within the County. Such documentation shall be provided to the County promptly upon request.

2.5 CONTRACT CHANGE ORDERS

If it is determined that the County wishes to revise the scope of the project and it increases time or cost requirements from the Proposer, the County will submit in writing a change request to the Proposer noting the general scope, deliverables, and timeline requirements of the Services requested. The County will review unsolicited proposals from the Proposer for Change Order consideration. County acceptance will be indicated solely through execution of a Change Order.

Proposer shall respond in writing within twenty (20) days of receipt of a Change Order request, or as mutually agreed, providing a recommendation for the solution, and providing the County with the cost for the work proposed in the Change Order. Written response will include a breakdown of the number of staff hours and/or additional requirements by level of personnel needed to effect this change. There shall be no charge for the preparation of this response.

If the Change Order is accepted by both parties with formal signatures, the contract will be revised to reflect the change in scope and cost.

2.6 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Performance will be evaluated using the standard Multnomah County Vendor Performance Report. Measures include successful delivery of project planning documents, stakeholder communications, issue identification and resolution, risk analysis documents. Required reporting schedule to be determined during contract negotiations. Sample Vendor Performance Report is found in this RFP as Attachment 5 for reference. Proposer will be expected to complete all parts of the performance report.

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PART 3
PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

3.1 PROPOSAL FORMATTING INSTRUCTIONS

Failure to comply with these instructions may result in the rejection of the proposal.

- 3.1.1** Proposals must be printed, computer-generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper, preferably using both sides of the paper (please see below). All pages must be numbered. Margins must be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.
- 3.1.2** In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. *Example: The RFP proposal response to the program question is limited to a page count of not more than 20 pages. This equates to not more than 10 sheets of paper that are printed on each side.*
- 3.1.3** The total number of pages, excluding attachments, must not exceed 20 pages (attached résumés do not count towards this total). Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be evaluated.
- 3.1.4** Proposers must respond to all of the questions listed under Part Three, Section 3.5 – Proposal Questions and Evaluation Criteria. For each item, restate each question and use the same numbering and letter sequence as found in the RFP, and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable.
- 3.1.5** All Proposers are to submit a SIGNED Offeror Representations and Certifications [Solicitation Attachment 1], and it will not count against the total page limitation. **Failure to sign a completed Offeror Representations and Certifications form may result in rejection of the proposal.**
- 3.1.6** Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, or place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip which can be easily removed for storage and copying purposes.

3.2 PROPOSAL SUBMISSION

Proposers must submit one (1) original and eight (8) complete copies of the proposal. In addition, please include one (1) copy of the Proposal (including attachments) on CD. Submit proposals to:

Multnomah County Central Procurement and Contract Administration (CPCA)
501 SE Hawthorne Blvd, Suite 400
Portland, OR 97214

Proposals are due no later than 4:00 p.m. on April 7, 2010. PROPOSALS MUST BE TIME STAMPED AT THE CPCA BID DESK BY THE STATED DEADLINE. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposals shall be submitted in a sealed envelope appropriately marked with the RFP title, RFP number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) RFP title, (2) RFP number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

3.3 EVALUATION PROCESS

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. The evaluation panel may seek technical advice from both inside and outside the County to assist the panel in the evaluation process. Any such advice shall be provided to all evaluators. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from each proposal. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Then final scoring by each evaluator will be summed. If Multnomah County does not elect to have an oral evaluation, the award will be made to the highest scoring proposal based on the written proposals.

If it is determined to be in the best interest of the County, an oral evaluation will be scheduled. The three Proposers with the highest scores will be invited to an oral evaluation with the evaluation committee. Additional County stakeholders may attend the oral evaluation to provide feedback to the evaluation team. The County reserves the right to offer oral evaluations to fewer or additional proposers. The same criteria used to evaluate the written proposals will be used to evaluate the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations.

Failure to attend the scheduled oral evaluation will result in a default score of 50 points for the oral evaluation.

After the oral evaluation, each evaluator shall independently assign a draft score to each evaluation criterion based on the oral presentation. Then the evaluators shall meet during an Oral Evaluation Session and share their key findings from each Provider's oral presentation. After sharing their findings, each evaluator shall be given

an independent opportunity to revise their draft scores and to finalize them. Final oral presentation scoring by each evaluator will then be summed. The award will be made to the proposal having the highest cumulative score of the written and oral evaluations.

The scores for Proposal will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

<i>PROPOSAL SCORING</i>	
Company Information (Section 3.5.1)	50 points
Experience and Skills (Section 3.5.2)	300 points
Project Management Approach (Section 3.5.3)	300 points
References (Section 3.5.4)	175 points
Financial Proposal (Section 3.5.5)	175 points
<i>Phase I Written Evaluation Total</i>	<i>1000 points</i>
<i>Phase II Optional Oral Evaluation Total</i>	<i>2000 points</i>
<i>Cumulative Total Points Possible</i>	<i>3000 points</i>

3.4 PROPOSAL QUESTION INSTRUCTIONS

Proposers will respond to questions and requested information found in Section 3.5. Proposals should clearly indicate the Section and questions being responded to. Proposers must complete all questions found in each Section. Limit your responses as instructed for each question. These questions are to determine whether the Proposers have the qualifications to provide the required services.

Questions have variable points possible, and are weighted for importance. Answers should be as specific to the requirements requested as possible for best scoring.

3.5 PROPOSAL QUESTIONS AND EVALUATION CRITERIA

3.5.1 COMPANY INFORMATION *(50 Points Possible)*

Proposer must provide the legal business name, legal status (e.g., corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, the home office address, and telephone and fax numbers, website URL (if any), and organizational chart of the legal entity with whom the County may execute any Contract arising from this RFP, including the names and titles of Proposer's principal officers.

Proposer must provide a brief description of its entity (including business locations, size, number of employees, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a

determination about the stability and strength of the entity), including the Proposer organization's experience and history with data center design and build consulting.

Proposer shall appoint an Account Manager who will provide oversight of Proposer contract activities. Proposer's Account Manager will be the principal point of contact concerning Proposer's performance under this Contract. Proposer shall notify the County Contract Administrator, in writing, when there is a new Proposer Account Manager assigned to this Contract. Please include all contact information for Proposer Account Manager.

Evaluation Criteria:

- *Company information is complete and addresses all criteria.*
- *Company information provided corresponds to the criteria in the RFP.*

3.5.2 EXPERIENCE AND SKILLS

Describe in detail how your organization meets each requirement listed below. Address how the proposed key personnel have demonstrated relevant experience and technical competence in the areas listed below:

- a. Successful experience with three separate engagements within the last six years in which the Proposer managed projects to design and build a complex data center and relocated systems to the new data center while maintaining continuity of service and minimizing disruptions to operations. These engagements must have involved multiple hardware platforms, multiple operating systems, migration strategies, and budget controls. Please indicate whether these projects were completed on time and within budget; if they were not, please explain why. Please list obstacles you have overcome in these engagements and how you resolved them. Compare project size and scope to Multnomah County's project. *(50 Points Possible)*

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Experience provided corresponds to the criteria in the RFP.*

- b. Successful experience with two separate engagements within the last three years in which the Proposer managed projects to select and negotiate contracts for co-location facilities. These engagements must have involved multiple hardware platforms, multiple operating systems, migration strategies, and budget controls. Please indicate whether these projects were completed on time and within budget; if they were not, please explain why. Please list obstacles you have overcome in these engagements and how you resolved them. Compare project size and scope to Multnomah County's project. *(25 Points Possible)*

Evaluation Criteria:

- *Response is complete and addresses all criteria.*

- *Experience provided corresponds to the criteria in the RFP.*

c. Significant experience with Data Center design across the following areas:
(75 Points Possible)

1. IT technologies such as networking, servers, and storage. Proposer must have expertise with Cisco and NetApp enterprise infrastructure.
2. Data center environmental technologies such as cooling options, power, mechanical, lighting, rack systems, tier design, instrumentation and monitoring.
3. Site selection, facilities design to support tier II/III data centers and disaster recovery, physical security, and build-out.
4. Identifying, assessing, selecting, and implementing green technologies.

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Experience provided corresponds to the specific criteria in the RFP.*
- *Response clearly demonstrates Proposer experience in all aspects of data center design, disaster recovery, and related technologies.*

d. Excellent communication skills, with both technical and non-technical audiences including creating and presenting executive summaries to executive level leadership. Include a sample executive-level report that you have used in the past (to be excluded from page count total). (30 Points Possible)

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Response demonstrates experience with communicating to various audiences, and corresponds to the criteria in the RFP.*

e. Knowledge of the principles of systems design, development, and implementation. (30 Points Possible)

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Response demonstrates knowledge requested and corresponds to the criteria in the RFP.*

- f. Demonstrated ability to work in a highly collaborative manner with IT workgroups and other stakeholders to understand their unique objectives and propose solutions that meet these objectives and align with the overall goals and objectives of the project. *(30 Points Possible)*

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Experience provided demonstrates ability to collaborate with a variety of stakeholders with different perspectives and motivations, and corresponds to the criteria in the RFP.*

- g. Demonstrated ability to manage subcontractors in a data center construction project. *(30 Points Possible)*

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Experience provided demonstrates experience successfully managing subcontractors, and corresponds to the criteria in the RFP.*

- h. Demonstrated ability to develop requirements, RFP documents, and evaluation processes for selection of leased data center co-location space, including contract negotiations. *(30 Points Possible)*

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Response demonstrates familiarity with procurement documents and experience in developing them, and corresponds to the criteria in the RFP.*

3.5.3 PROJECT MANAGEMENT

3.5.3.1 PROJECT MANAGEMENT APPROACH *(150 Points Possible)*

The Proposer will provide the details of its proposed project management approach as follows:

- a. Given your experience and understanding of this project, state the minimum time in which the entire project can be completed and your rationale.
- b. Outline your approach, project phases, and high level schedule.
- c. Identify the key risks to completing this project and how you will mitigate these risks.

- d. Identify your unique qualifications and understanding that will be reflected in your approach.
- e. Describe your approach to managing change in a project.
- f. Describe your approach to stakeholder management and communication strategies.
- g. Describe your approach (including tools and techniques) to cost estimating and management.
- h. Describe a project you managed that did not meet constraints of time, scope, and/or resources, and how you responded and got the project back on course.

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Response demonstrates a thoughtful, knowledgeable approach to management of projects similar to the criteria in the RFP.*

3.5.3.2 PROJECT TEAM (75 Points Possible)

Multnomah County has identified an internal core team for this project and will provide the Proposer with project support and a point of contact.

The Proposer shall identify the Project Team it proposes to employ in this project. This shall include:

- a. The management and structure of the proposed team.
- b. Team member roles, specifically identifying resources with networking, server, storage, security, and facilities expertise.
- c. The percentage of dedication (FTE) to this project per proposed member.
- d. The percentage of time on-site vs. off-site per proposed member.
- e. Describe the team members' level of authority within the organization.
- f. Describe how the team influences resource allocation.
- g. Describe to whom members of the team report.
- h. Detail how the Proposer will resolve competing demands on the team members' time within the company.

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Response demonstrates understanding of project objectives and required*

team composition, and corresponds the criteria in the RFP.

3.5.3.3 RÉSUMÉS *(75 Points Possible)*

Proposer must provide a clear and concise professional résumé for each Proposer Staff Resource presented to work on this project. The résumé should detail each staff person's experience and qualifications that meet the requirements and how the staff person is qualified to fulfill the tasks described in this RFP.

The current résumé must describe educational and work experiences. Résumés should contain the following information:

- Name of candidate and work title
- Experience with data center design, co-location services, and data center migrations
- Certifications
- Education

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Résumés reflect experience and knowledge required of team members to perform required services identified in the RFP.*

If, at Contract award or any time thereafter, any specifically named individual(s) identified in the Response to work on this engagement is not available, Multnomah County has the right to approve or reject any change in Proposer personnel.

3.5.4 REFERENCES *(175 Points Possible)*

Provide three (3) references meeting the criteria set forth below. Multnomah County understands that providing contact information for Proposer's clients may cause clients to receive numerous telephone calls - especially if the same client is used frequently. The County requests that Proposers contact references prior to listing them below and discuss this topic with them.

List three (3) references in the United States and/or Canada where Proposer has provided services similar to those requested by this RFP.

Provide the following information for each reference:

- ✓ Organization name
- ✓ Date installed
- ✓ Department or any sub-organization, if applicable
- ✓ Physical address
- ✓ Point-of-contact still employed at the site
- ✓ Point-of-contact's telephone number and extension
- ✓ E-mail address

Multnomah County will make at least two (2) attempts to contact the client and obtain a reference. If a contact cannot be made during the evaluation timeframe stated in Section 1.8, the reference will be disallowed.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Proposer.

A Program representative will interview references by telephone regarding the Proposer and the proposed Solution and will forward a record of each interview to the evaluation panel for scoring. The interviewer will ask questions as shown in Attachment 3, request that references rate their overall satisfaction with the Proposer and the Proposer's Solution. The reference scoring will be based on a scale of 0-4 with 0 indicating no satisfaction and 4 indicating high satisfaction, with an opportunity to make additional comments.

Interview reports will be forwarded to the evaluation panel for review and scoring.

Multnomah County reserves the right to ask clarifying questions of individual references in addition to those listed above. Multnomah County also reserves the right to ask questions beyond those required for clarification but, in the event that it does so, shall ask all references those questions. Multnomah County reserves the right to eliminate from further consideration in the RFP process any Proposer who, in the opinion of Multnomah County, receives an unfavorable report from a client. Multnomah County may, at its discretion, contact other Proposer clients for references.

Evaluation Criteria:

- *References provided meet the criteria in the RFP.*
- *References rate high satisfaction with Proposer and Solution, providing specific comments that support Proposer's overall commitment to excellence in service. Reference ratings and comments demonstrate Proposer has a clear and realistic understanding of the complex requirements for data center design and build.*

3.5.5 FINANCIAL PROPOSAL (175 Points Possible)

Multnomah County seeks to acquire Services that best meet its needs at the lowest cost and best value. Prices must include all aspects needed for the provision of the Services described in this RFP. Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

Proposer must include in its Proposal a completed *Cost Proposal Form* contained in Attachment 4. The *Cost Proposal Form* will be the basis for evaluation of the Financial Response.

This RFP will result in a fixed price, Deliverables-Based Contract. Proposals must be complete and include pricing for all deliverables. All costs for items necessary to perform the services described in this RFP must be presented. Proposer's Responses to Cost Proposal Form, Attachment 4, will be the basis of evaluation of the Financial Proposal. Where there is no charge or rate, enter N/C (no charge) or zero (0) on the Cost Proposal Form, as applicable. If the Proposer fails to provide a price, the County will assume the item is free. If the Proposer states "no charge" for an item in the model, the County will receive that item free for the period represented in the model.

Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified and included prices set forth in the Proposer Cost Proposal Form (Attachment 4). This must include, but is not limited to, all taxes, administrative fees, labor, travel, travel time, consultation services, and supplies needed for the provisioning of the Services described within this RFP.

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, travel time, lodging, meals, and incidentals will **not** be reimbursed to the Proposer.

Price Protection

For the entire initial term of the Contract, the Proposer must guarantee to provide the Services at the proposed rates.

Evaluation Criteria:

- *Response is complete and addresses all criteria.*
- *Response demonstrates understanding of project objectives, work involved, and required efforts by team members.*
- *Response includes realistic cost estimates, and meets the criteria in the RFP.*

3.6 FINAL SELECTION, OPTIONAL DISCUSSIONS AND BEST AND FINAL OFFER (BAFO) PROPOSALS

3.6.1 FINAL SELECTION

After completion of proposal evaluations, the County may issue a Notice of Intent to award the contract to the highest scoring Proposer and, thereafter, commence negotiations as provided in Section 1.3. Or the County may elect, in its sole discretion, to conduct an Oral Evaluation as provided in Section 3.4. Or the County may elect, in its sole discretion, to engage in discussions and seek best and final offers as provided below.

3.6.2 OPTIONAL DISCUSSIONS AND BEST AND FINAL OFFER (BAFO) PROPOSALS

After conducting proposal evaluations, the County may, at its sole discretion, engage in oral or written Discussions with all Primary Proposers regarding their Proposals with respect to Proposal technical content, schedules, deliverables and cost. The County may conduct discussions for the following purposes:

1. Identifying content considered deficient;
2. Seeking additional information or clarification; or
3. Any other purpose to permit the County to obtain the best Solution.

Discussions with each Proposer will be based on what is determined by the County to be necessary to fulfill its needs for obtaining the best proposal. Discussions may vary with each Proposer. The County may terminate Discussions with Proposers at any time. The County will, however, offer each Proposer the same opportunity to discuss their Proposals before notice is given as to the due date and time for submission of Best and Final Offer (BAFO) Proposals.

Following discussions, the County will provide notice to the Proposers of the date and time by which the Proposers will submit their BAFO Proposals, the BAFO requirements, and the criteria and scoring by which the BAFO Proposals will be evaluated.

Evaluations of the BAFO Proposals will then be conducted by the evaluation panel, in accordance with the evaluation criteria so provided, resulting in the Proposer's final score. Prior scores of the Proposers submitting BAFO Proposals will not be considered in determining the final score.

After evaluation of the BAFO Proposals, the County will issue a Notice of Intent to award the contract to the highest scoring Proposer and, after expiration of the protest period allowed in Section 4.1.3, or after the County has provided a final response to any protest, whichever date is later, the County will immediately commence negotiations with the highest scoring BAFO Proposer.

**INFORMATION TECHNOLOGY
RFP P10-10148
Project Management Services for
Data Center Design, Build and Co-location Lease**

PART 4

GENERAL MULTNOMAH COUNTY PROCUREMENT REQUIREMENTS

4.1 PROCUREMENT PROCEDURE REQUIREMENTS

4.1.1 CLARIFICATION OR PROTEST OF SPECIFICATIONS

Any Proposer requiring clarification of the provisions of this RFP or protesting any provision herein, must submit specific questions or protests in writing to:

ATTN: Kenneth Scholes, Sr. Procurement Analyst

Multnomah County CPCA

501 SE Hawthorne, Suite 400

Portland, OR 97214

Phone: (503) 988-5111, ext. 24986 – Fax: (503) 988-3252

E-Mail: Kenneth.g.scholes@co.multnomah.or.us

The deadline for submitting questions or protests is 4:00 P.M. on March 29, 2010. Questions may also be presented verbally at the pre-proposal conference. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by facsimile transmission, mail or e-mail to all persons or firms that have received this Request for Proposal from CPCA, registered on the CPCA website for this solicitation, or who attended the pre-proposal conference. All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. The CPCA Manager shall issue all Addenda not less than five (5) calendar days prior to the proposal deadline.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or those Proposers determined to be in the competitive range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County. All addenda after closing shall be issued not less than five (5) calendar days prior to the next step of evaluation.

4.1.2 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

4.1.3 PROTESTS

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests must be in writing and physically received by the CPCA Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO RFP NO.: P10-10148

ATTN: CPCA Manager
Multnomah County CPCA
501 SE Hawthorne Blvd Suite 400
Portland, OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the scoring by evaluators may not be protested.**
3. Protests not filed within the time specified in Paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

4.1.4 CONFIDENTIALITY

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL" the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and, upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

4.1.5 CANCELLATION

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

4.1.6 REJECTION OF PROPOSALS

Multnomah County reserves the right to reject any or all responses to this Request for Proposal if deemed to be in the best interest of the County.

4.1.7 DISPUTES

In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Multnomah County shall be final and binding upon all parties.

4.1.8 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Central Procurement and Contract Administration. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

4.1.9 REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers or any other criteria as determined by Multnomah County.

4.1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County Central Procurement and Contract Administration and the Public Affairs Office.

4.1.11 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

INFORMATION TECHNOLOGY
RFP P10-10148
Project Management Services for
Data Center Design, Build and Co-location Lease

PART 5
CONTRACT TERMS

5.1 MULTNOMAH COUNTY SERVICES CONTRACT

The Proposer awarded a contract under this RFP will be required to execute a Multnomah County Services Contract, a sample of which is attached to this RFP as Attachment 2. If Proposer has any exceptions to the contract terms and conditions, these exceptions must be stated in the proposal, as Attachment 7 to the proposal (will not count against page limitation).

5.2 INSURANCE REQUIREMENTS

The Proposer awarded a contract under this RFP will be required to provide the insurance described in Exhibit 2 of the attached Multnomah County Services Contract.

5.3 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this RFP are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in Exhibit 5 of the Sample Multnomah County contract attached to this RFP. Contractors must be certified before a contract is executed.

5.4 PAYMENT INVOICES

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

- 1) Contractor's name and address and a phone number for questions about the invoice,
- 2) Contractor's invoice number
- 3) Invoice date
- 4) Multnomah County contract number, and
- 5) Any additional information required in Exhibit 1.

County shall pay the invoice by one of several payment methods, including but not limited to check, electronic payment (aka ACH-Automated Clearing House) or Procurement Card, within 30 calendar days unless otherwise provided in Exhibit 1 of the final contract.

5.5 ELECTRONIC PAYMENT

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearing House or by credit card via ePayables.

5.6 LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

SOLICITATION ATTACHMENT 1

OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM SHALL RESULT IN REJECTION OF THE OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers to furnish any and/or all goods or services as described herein at the prices offered and within the time specified and agrees that this offer shall be irrevocable for 30 calendar days after the date offers are due or for such longer period as may be specified in this solicitation.

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ WEB SITE: _____

DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S Corporation ☐ Non-Profit ☐ Government
☐ Other _____

MWESB CERTIFICATION: Number _____ ☐ Minority Owned ☐ Woman Owned ☐ Emerging, Small ☐ N/A

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident bidder, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;
"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (b);
4. Any false statement may disqualify this offer from further consideration or be cause of contract termination; and
5. The Offeror will notify the CPCA Procurement Analyst immediately of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to its offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature _____ Date _____

Print Name & Title _____

Contact Person for this procurement: _____

Phone _____ Email _____

SOLICITATION ATTACHMENT 2
SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT
CONTRACT NO. [Insert Contract Number]

This Contract is between MULTNOMAH COUNTY (County) and [Insert Contractor's Name] (Contractor).

The parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be [Insert Date] or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [Insert Date].

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Exhibits 1, 2, 3, and [Insert Additional References or Exhibits].

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
 - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
 - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

- c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If 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 County the amount of the reasonable excess.
- b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
- c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies.
9. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such work product for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.
11. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** 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 invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party

concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

- 17. Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.
- 18. Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

CONTRACTOR DATA AND SIGNATURE

Contractor Name: [Insert Contractor's Name]

Contractor Address: [Insert Address]

Business Designation (check one):

- ☐ Sole Proprietorship ☐ Partnership
☐ Corporation-for profit ☐ Corporation-non-profit
☐ Other (describe here): [Insert other information]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

County Chair or Designee**

Date

** Department Director signs here for Class 1 Contracts (unless retroactive). For all other contracts, Chair or Chair's designee signs here.

Department and County Attorney Approval and Review

Approved:

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

Department Director or Designee Date

By: _____
Assistant County Attorney Date

EXHIBIT 1
SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

STATEMENT OF WORK, COMPENSATION, PAYMENT and RENEWAL TERMS

1. Contractor shall perform the following work:

[Enter information]

2. The maximum payment under this Contract, including expenses, is \$

[Enter information]

3. County shall pay Contractor on the following basis:

[Enter information]

4. Contractor will bill County for the work as follows:**

[Enter information]

5. County will pay expenses on the following terms and conditions:

[Enter information]

6. This contract may be renewed on the following basis:

[Enter information]

**County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☒ Required by County ☐ Not required by County (**Needs Risk Manager's Approval**)

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by County ☐ Not required by County (**Needs Risk Manager's Approval**)

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

☒ Required by County ☐ Not required by County (**Needs Risk Manager's Approval**)

Additional Requirements. Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the County, its agents, officers, directors, officials, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County. All additional insured and cancellation extensions will be physically endorsed to the applicable insurance policies. All additional insured provisions will include coverage that is primary and non-contributory, and such coverage will specifically include products and completed operations coverage. Copies of all such endorsements shall be attached to the certificates of insurance required by this contract.

Completed by: _____
Contract Originator

****Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/ Property & Liability Programs.

Multnomah County

SAMPLE Service Contract No. *[Insert Contract Number]*

Exhibit 3 – Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a (check one):

☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Non-Profit Corporation
authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certificates necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.
NOTE: Check all that apply. You must check at least three (3) to establish that you are an Independent Contractor.

____ A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.

____ B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.

____ C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.

____ D. CONTRACTOR makes a significant financial investment in the business.

____ E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature

Date

EXHIBIT 4
SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

___ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

___ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

___ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

___ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

___ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

Exhibit 5 –Equal Employment Opportunity Certification Statement

Every Contractor executing a contract for more than \$75,000 must complete this Exhibit.

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

CERTIFICATION

I certify under penalty of perjury that [check Part 1 or Part 2]:

☐ **PART 1.** Contractor has no employees. Should Contractor hire employees at a later date during the term of the contract Contractor will immediately notify the Department that issued the contract and submit an updated Certification with Part 2 completed.

--or--

☐ **PART 2.** Contractor has employees. Contractor, as an Equal Opportunity Contractor, does not:

- (1) Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
- (2) Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
- (3) Coerce the political activity of any person;
- (4) Deceive or willfully obstruct anyone from competing for employment;
- (5) Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
- (6) Give an improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

CONTRACTORS SIGNATURE:

Company Name: _____

Signature: _____

Title: _____

ATTACHMENT 3 – CLIENT REFERENCE FORM

Name of Vendor (or individual) for whom reference is given: _____

Your name and title: _____

Telephone number: _____

Please describe the type of consulting work you observed or received from the vendor (or individual):

PLEASE RATE THE FOLLOWING ITEMS (circle one):

*Unsatisfactory Below
Average Average Above
Average Exceptional*

1. How well did Vendor demonstrate in-depth knowledge and expertise planning and leading your data-center migration?

0 1 2 3 4

Comments: _____

2. How well did Vendor earn your organization's respect?

0 1 2 3 4

Comments: _____

3. How well did Vendor demonstrate in-depth knowledge and expertise planning your data-center implementation?

0 1 2 3 4

Comments: _____

4. How would you rate the quality of the documents prepared by Vendor?

0 1 2 3 4

Comments: _____

5. How would you evaluate Vendor as a reliable and highly competent partner?

0 1 2 3 4

Comments: _____

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
6. How well did Vendor fulfill all contractual requirements, and did they in a timely and professional manner?	0	1	2	3	4

Comments: _____

7. How well has Vendor responded to problems and provided appropriate resolution?	0	1	2	3	4
---	---	---	---	---	---

Comments: _____

8. What is your overall level of satisfaction with Vendor?	0	1	2	3	4
--	---	---	---	---	---

Comments: _____

Any other information that you would like to share about the Vendor:

ATTACHMENT 4 – COST PROPOSAL FORM

Note: If you have alternatives to these deliverables and/or identify additional deliverables, they must be clearly described in your response and must be added to this table and appropriately defined by cost.

Note: Expenses will not be paid as a separate line item on invoices and need to be included in the Proposer's total submitted price quote.

Deliverables	Estimated Delivery Date	Hours by Staff Position	Fixed Price	Taxes, Other expenses	Total
Approved Project Management Plan and Draft Outline of Final Deliverables					
Approved data center siting					
Approved Two-site data center design					
Approved design of County data center					
Approved project budget					
Procurement of A/E, construction services					
Co-location lease, evaluation, and selection and all associated planning					
Approved migration plan and implementation					
		Totals	\$	\$	\$

List the title of each staff position and hourly rates (add more lines if needed)

Staff Position	Hourly Rate
	\$
	\$

Attachment 5



Vendor Performance Report

Project Name:	
IT Lead:	
Date:	

Status of Vendor Performance, relative to project/contract objectives:
Summary
Scope (<i>On Scope? If not, how serious?</i>)
Schedule (<i>On Schedule? If not, how serious?</i>)
Cost (<i>On budget? Under or over by how much?</i>)
Quality

Completed Activities for Last Period (00/00/00 – 00/00/00)	
1.	
2.	
3.	
4.	
5.	
6.	

Planned Activities for Next Period – (00/00/00 – 00/00/00)	
1.	
2.	
3.	
4.	
5.	
6.	

Vendor Performance Report

	Deliverables and Milestones – Vendor			
WBS	Description	Payment Milestones?	Planned Date	Actual Date

Issues
1.
2.
3.
4.
5.

Risks
1.
2.
3.
4.
5.

Submitted	Name/Title:	Date:
Approved	Name/Title:	Date:

SOLICITATION ATTACHMENT 6

NO BID / COMMENT FORM

Solicitation #: P10-10148

Solicitation Name: Project Management Services for Data Center Design, Build, and Co-location Lease

Prospective Bidder or Proposer:

If you determine not to submit a bid or proposal in response to this solicitation, or have comments to provide regarding our solicitation process, please complete and return this form for our records so that we may consider your response.

"My firm has declined to submit a response for the following reason(s) (please check all reasons applicable that apply and explain below):

- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ We had insufficient time to respond to the solicitation.
- ☐ We are too busy / our schedule would not permit us to perform.
- ☐ The project's budget estimate is too low / inadequate.
- ☐ The Bid Pages / evaluation questions too complicated (please indicate specific issues below).
- ☐ Instructions are not clear (please indicate specific issues below).
- ☐ Other (please explain)

Remarks: _____

Attach additional page(s) if necessary

Company Name: _____

Optional: Would you like us to contact you regarding this form? If you would like us to contact you regarding this form, please provide:

Contact Name: _____ Phone #: _____

Thank you for your assistance. Please send this form via email, mail or fax to:

Multnomah County CPCA
Attn: Kenneth Scholes
501 SE Hawthorne Blvd Suite 400
Portland OR 97214
Fax: 503-988-3252
Email: kenneth.g.scholes@co.multnomah.or.us