1.0 REQUEST FOR PROPOSALS SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission (“PDC”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced software providers (“Proposers” or “you(r)”) for the provision of online tool to contain working data for PDC’s business and workforce programs.

2.0 CONTACT AND PROPOSAL DELIVERY INFORMATION

Direct all questions and deliver ONE (1) SIGNED ADOBE ACROBAT VERSION (.PDF) OF YOUR PROPOSAL BY EMAIL to the “Solicitation Coordinator” named here:

<table>
<thead>
<tr>
<th>Solicitation Coordinator*</th>
<th>Proposal Delivery Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nathan P. Mosley, CPPB, Procurement Coordinator 503.823.3322 (direct) <a href="mailto:mosleyn@pdc.us">mosleyn@pdc.us</a> (email)</td>
<td>Email to: <a href="mailto:mosleyn@pdc.us">mosleyn@pdc.us</a> Subject Line: Response to RFP 15-04</td>
</tr>
</tbody>
</table>

* The Solicitation Coordinator named here is PDC’s sole point of contact for this RFP.

3.0 PROCUREMENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Procurement Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>April 8, 2016</td>
</tr>
<tr>
<td>Clarifications/Questions Due</td>
<td>April 19, 2016</td>
</tr>
<tr>
<td>Last Day to Issue Addenda</td>
<td>April 27, 2016</td>
</tr>
<tr>
<td>Proposal Due Date and Time**</td>
<td>APRIL 29, 2016</td>
</tr>
<tr>
<td>Evaluation Period, Ending (tentative)</td>
<td>May 6, 2016</td>
</tr>
<tr>
<td>Interviews/Demonstrations (tentative)</td>
<td>May 10-12, 2016</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>May 16, 2016</td>
</tr>
<tr>
<td>Contract Effective Date (anticipated)</td>
<td>June 1, 2016</td>
</tr>
</tbody>
</table>

** To be considered for award of the contract, proposals must be received by the Solicitation Coordinator no later than the date and time listed here.
4.0 PROJECT BACKGROUND

PDC is seeking a new hosted service (“Software as a Service” or “SaaS,” hosted by the vendor) for tracking and reporting its contract expenditures with certified disadvantaged, minority-owned, woman-owned and emerging small businesses (DMWESB); and person-hours worked by construction trade apprentices and journey persons in compliance with PDC’s business and workforce equity goals and requirements on construction, professional/technical, and other projects and contracts.

5.0 SOFTWARE FUNCTIONALITY

Under the contract awarded from this RFP (the “Contract”), Contractor’s Software must be able to:

1) Provide a web-based point of entry for both internal and external users to enter required program data
2) Provide PDC staff the ability to know when an external user has submitted data
3) Provide reporting, both canned reports and ad-hoc reports, that is user configurable and does not require IT or vendor assistance to create and maintain
4) Provide PDC with access to its data in both the selected application and via export from application into other applications (for example, into Excel)
5) Provide PDC and external users the ability to upload and store supporting documentation
6) Provide the ability to do workforce plan development and allow feedback against that plan
7) Provide the ability to track hours in multiple ways including, but not limited to, race, gender, level of work (apprentice/journey).
8) Provide the ability to do business equity participation plan development and allow feedback against that plan
9) Provide the ability to track expenditures with certified DMWESB firms in multiple ways including, but not limited to, type of firm, certification designation, division of work, type of project

6.0 PERFORMANCE SCHEDULE

PDC is anticipating a Software launch date of no later than August 1, 2016.

7.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality and value of your offer with the following Submittal Requirements and Evaluation Criteria. Please organize your proposal in the order of the sections below.

Page Limit. PDC does not specify a page limit for proposals; however, we expect to receive proposals that are thorough but direct and concise, without unnecessary content.
7.1 Cover Letter
Maximum Points Allotted for this Criterion: Not Scored
In a one page cover letter, provide a summary of your proposal. In this cover letter, also include the name, mailing address, phone and fax numbers, and email address of your primary point of contact for this RFP. **The cover letter must be signed by a representative of the Proposer authorized to make a binding offer to PDC.**

7.2 Qualifications and Experience of Firm
Maximum Points Allotted for this Criterion: 3
Provide a description of your firm’s history and experience in providing the Software you’re offering to PDC. For this section, please include:

- **General.** Number of years your firm has been in operation, primary market for your services, and number of years your firm has been offering the Software to the public.

- **Capacity.** Provide an overview of your firm’s personnel infrastructure and capacity to provide ongoing maintenance for the proposed Software.

- **References.** List three (3) current or past government or non-profit customers that use or have used your Software. For each customer, include the name, contact person, phone number, email address, and a description of the software licensed to that customer. References may be checked at PDC’s discretion.

7.3 Software Features, Support, and Implementation
Maximum Points Allotted for this Criterion: 7
Respond to each of the following in your proposal:

- **Features.** Does your system meet all the requirements listed in section 5? If not, please explain which of the requirements it does not meet and whether a workaround would be easy to build/implement.

- **Support.** Describe the types of technical and end-user support that will be available to PDC through the life of the software.

- **Security.** Describe the safeguards in place to keep data secure and confidential.

- **Implementation and Training.** Describe a “typical” implementation and training timeline for a ten (10) user SaaS environment (in general, how long does it take to go live on your application from the moment a contract is signed?).

7.4 Price Proposal
Maximum Points Allotted for this Criterion: 5
Respond to each of the following in your proposal:

- **Cost for one (1), three (3), and five (5) years.** Propose the cost of your Software for a one (1) year contract, a three (3) year contract, and a five (5) year contract, including any associated support and implementation fees. Propose billing terms (e.g., any one-time payments and ongoing costs). Propose costs for fifteen to twenty (15-20) licensed users.
• **Time and Materials (if applicable).** If any services are proposed to be performed on a time and materials basis, explain the nature of those services and list the applicable billing rates.

• **Escalation.** Explain how frequently costs for your product typically escalate.

### 8.0 CONTRACT REQUIREMENTS

**8.1 Form of Agreement.** The Proposer selected to perform the work described in this RFP will be invited to enter into a Services Contract (the “Contract”) with PDC. The terms and conditions that will govern the Contract can be found in Section 10 of this RFP. The Contract will become effective upon execution by both parties. Proposer may choose to propose supplemental terms and conditions with the proposal, though PDC is under no obligation to accept those supplemental terms and conditions.

**8.2 Reserved.**

**8.3 Contract Term.** The initial term of the Contract will be for a period of one (1) year, three (3), or five (5) years which may be extended upon the mutual written agreement between the parties to the Contract.

**8.4 Contract Budget.** PDC’s budget for the first year of the Contract is approximately $30,000, which includes both the initial year license fee, support, maintenance, and associated implementation and training costs. Subsequent years will include only the license fee and are expected to be approximately $25,000/year.

**8.5 Contract Compliance.** The Contractor must comply with the following before PDC will execute any Contract with that firm:

- Be a legal entity that has the authority to [transact business in the State of Oregon](http://www.filinginoregon.com/business/index.htm)
- Be certified as an Equal Employment Opportunity (EEO) employer through the City of Portland [http://www.portlandonline.com/omf/index.cfm?&c=45665]

The conditions in this section apply only to the successful Proposer and are not a condition to submit a proposal in response to this RFP.

### 9.0 GENERAL CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions and requirements contained within this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by PDC’s Local Contract Review Board Administrative Rules as well as applicable Oregon Revised Statutes and other rules pertaining to procurement and contracting at PDC.

**9.1 Proposal Preparation and Submission Instructions.** You must email your proposal to the Solicitation Coordinator identified in Section 2 of this RFP no later than the “Proposal Due Date and Time” listed in Section 3. Your proposals must be typewritten, formatted for printing on 8.5” x 11” paper, in no less than 11-point font, and should not exceed a file size of four megabytes (4 MB). You are encouraged to follow-up with a phone call to the Solicitation Coordinator if receipt of your proposal was not confirmed prior to the time proposals are due. IN NO CASE WILL PDC BE LIABLE FOR ANY LOST, LATE, OR UNDELIVERABLE PROPOSALS.
9.2 **Preparation Costs.** PDC is not responsible for any costs you might incur in the preparation or submission of a proposal for this RFP.

9.3 **Questions and Changes to this RFP.** Any requests for clarification or change to any matter contained in this RFP must be submitted by email to the Solicitation Coordinator listed in Section 2 of this RFP no less than five (5) business days prior to the date proposals are due. Any material change or clarification of any matter contained in this RFP will be issued in the form of a written Addendum to this RFP. Oral comments offered by PDC staff will not modify this RFP in any way.

9.4 **Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of PDC and will be subject to public disclosure pursuant to Oregon Public Records Law (ORS 192), except those portions of proposals that are clearly marked as exempt from ORS 192. Any such portion of a proposal must (1) meet the requirements of ORS 192.501(2), (2) be clearly marked as “Confidential,” and (3) by easily separable from the rest of the proposal to facilitate public review of the non-confidential portions of the proposal. IF THE ENTIRE PROPOSAL IS MARKED “CONFIDENTIAL” OR “PROPRIETARY,” THE PROPOSAL WILL NOT BE DEEMED TO HAVE BEEN SUBMITTED IN CONFIDENCE.

9.5 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. Using the Evaluation Criteria listed in Section 7 of this RFP, evaluators will use their judgment to score the quality and value of each Proposer’s offer as well as any relevant information that PDC may subsequently request or discover. PDC will then add individual committee members’ scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the finalist Proposer(s).

9.6 **Selection Process and Award Notice.** At PDC’s option, product demonstrations with the Finalist Proposer(s) may be part of the evaluation process of this RFP. If demonstrations are not conducted, PDC will award the Contract to the highest-ranked responsive Proposer. If products for two or more finalists are demonstrated, PDC reserves the right to either re-score the finalists’ proposals or use the original scores solely as the basis to determine the list of finalists and re-rank the proposals based on the combined strength of the finalists’ proposal and demonstration.

9.7 **Consent of Terms.** By submitting a proposal in response to this RFP, you: (1) agree to make your proposal a binding offer to PDC for a period of sixty (60) calendar days after the date proposals are due; (2) have read, understand, and agree to be bound by all software and schedule requirements (Sections 5 and 6), contract requirements (Section 8), RFP general conditions (this Section 9), and contract terms and conditions (Section 10) contained in this RFP (including any addenda issued for this RFP); and (3) and that the information provided in your proposal is true and accurate.

9.8 **Reservation of Rights.** PDC, in its sole discretion, reserves the right to change, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality of a proposal; to obtain references regarding any Proposer’s past performance from any source; and to negotiate the terms, pricing, and requirements of a Contract with the successful Proposer. Neither issuance of this RFP nor evaluation of proposals obligates PDC to award a contract from this RFP.
10.0 TERMS AND CONDITIONS OF THE CONTRACT

The following provisions will govern the Contract between PDC and the successful Proposer of this RFP (called the “Contractor” in this section). **Proposers who take objection to any of the following provisions must raise those objections, by email, to the Solicitation Coordinator for this RFP (named in Section 2) and do so no less than five (5) business days prior to the date proposals are due.**

10.1 Effective Date, Term and Termination. This Contract shall become effective on the date at which every party has signed this Contract below. This Contract shall expire, unless otherwise extended or terminated earlier in accordance with its terms, on [Expiration Date]. This Contract may be terminated at any time upon the written consent of the Parties. PDC may terminate this Contract for any reason by giving thirty (30) days written notice to Contractor at Contractor’s address listed below. Contractor or PDC may terminate this Contract in the event of a breach of the Contract by the other party. The passage of the Contract expiration date shall not extinguish or limit either party’s right to enforce this Contract with respect to any default or defect in performance that has not been cured.

10.2 Consideration and Statement of Work. In consideration of the satisfactory performance of the services Contractor agrees to provide PDC under this Contract, further described in EXHIBIT A of this Contract, attached hereto and incorporated herein, PDC agrees to compensate Contractor a sum not to exceed [SUM] ($xx,xxx.xx) for all work completed herein, payable in accordance with the terms set forth in EXHIBIT A. If the maximum compensation is increased by an Amendment to this Contract, the Amendment must be fully-executed by the Parties to this Contract before Contractor performs work subject to the Amendment.

10.3 Independent Contractor Status. Contractor certifies that it is rendering services under this Contract as an independent contractor in accordance with ORS 670.600 and is solely and entirely responsible for its acts and for the acts of its officers, agents, employees and subcontractors during the term of this Contract.

10.4 Assignment and Subcontractors. Contractor shall not assign, subcontract or transfer its interest in or delegate its obligations under this Contract work without obtaining prior written consent of PDC. Notwithstanding PDC approval of a subcontractor, Contractor shall remain obligated for full performance under this Contract and PDC will incur no obligation other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of work under this Contract, Contractor and its subcontractors are subject to the requirements and provisions of ORS Chapter 656, Workers’ Compensation.

10.5 Indemnification and Insurance. Contractor shall indemnify, save, hold harmless and, if requested, defend PDC, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of any nature whatsoever, including professionally negligent acts, errors or omissions, 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 require indemnification of PDC for liability attributable to PDC’s sole negligence. Contractor shall provide proof of insurance consistent with the requirements set forth in EXHIBIT B of this Contract.

10.6 Ownership of Data. All data loaded to Contractor’s Software shall remain the exclusive property of PDC.
10.7 **Compliance with Applicable Law.** Contractor agrees to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Contract, including certification by the City of Portland, Bureau of Purchases as an [Equal Employment Opportunity (EEO) certified](#) employer. Contractor agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age or disability.

10.8 **Access to and Retention of Books and Records.** Contractor shall maintain, and PDC and its duly authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of audits, examination and making transcripts for a period of three (3) years from the expiration date of this Contract. Copies of applicable records shall be made available to PDC upon request.

10.9 **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.

10.11 **No Third-party Beneficiaries.** 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.

10.12 **Governing Law, Venue and Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action or suit between PDC and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively in the Circuit Court of Multnomah County for the State of Oregon; provided, 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.

10.13 **Waiver and Severability.** The failure of PDC to enforce any provision of this Contract shall not constitute a waiver by PDC of that or any other provision. 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.

10.14 **Merger.** This Contract and attached Exhibits constitutes the entire agreement between the Parties and supersedes all prior representations, discussion and communication, whether oral or in writing. This Contract may only be modified by written Amendment signed by both Parties. The Parties, by the signature of their authorized representatives, acknowledge they have read this Contract, understand it and agree to be bound by its terms and conditions.

**END OF THIS RFP**