



PROSPER
PORTLAND

Building an Equitable Economy

REQUEST FOR PROPOSALS #17-25 CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM

Proposals Due: Monday, June 25, 2018

by 2:00 PM (Pacific)

**Direct all questions and submit one (1) electronic proposal (on USB flash drive) to Prosper Portland's
SOLE POINT OF CONTACT for this RFP:**

Kelly Hartle
Procurement Services Coordinator
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

(503) 823-3298

hartlek@prosperportland.us (email)
<http://www.prosperportland.us> (www)

Prosper Portland highly encourages the participation of certified minority-owned, women-owned, disadvantaged, and emerging small businesses in this contract opportunity.

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LIST OF ATTACHMENTS

Attachment A	Functional Requirements Detail and Cost Worksheet (the “Requirements”)
Attachment B	Examples of CRM Input (the “Examples”)
Attachment C	Technical Information Questionnaire (the “Questionnaire”)
Attachment D	Proposer Certification

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **Customer Relationship Management System**
Solicitation Number: **RFP #17-25**
Solicitation Coordinator: **Kelly Hartle, Procurement Services Coordinator**
Contact Information: **(503) 823-3298 (office)**
hartlek@prosperportland.us
Email Proposal to: hartlek@prosperportland.us

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission d/b/a Prosper Portland (“Prosper Portland” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) to provide a Customer Relationship Management System (the “CRM” or “Software”) to include 1)Program Analysis, 2)Application Design, Development and Implementation and 3)Optional Maintenance Services. Prosper Portland desires to award one contract for system and services to the successful Proposer in connection with this RFP but will consider making multiple awards if it is in Prosper Portland’s best interest to do so.

1.3 SCHEDULE OF SOLICITATION and CONTRACT AWARD EVENTS

Prosper Portland reserves the right to change this schedule for any reason.

Solicitation or Contract Award Event	Date
Request for Proposals Issued	May 31, 2018
Pre-Proposal Meeting	Not Applicable
Deadline for Questions and Requests for Changes*	June 13, 2018, by 2:00 PM PT
PROPOSAL DUE DATE AND TIME (no later than)	MONDAY, JUNE 25, 2018 by 2:00 PM (Pacific Time)
Finalist Interviews and/or Product Demonstrations (optional, tentative)	Week of July 16, 2018
Notice of Intent to Award, Issued (tentative)	July 30, 2018
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award is issued
Contract Effective Date (anticipated)	August 10, 2018

* Prosper Portland may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of changes to this RFP by regularly checking the appropriate RFP folder on Prosper Portland’s website at www.prosperportland.us/bids (under “Open Public Bid Opportunities”).

2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

2.1 ABOUT PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland is the economic and urban development agency for the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that support small businesses, improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones:

- ❖ Growing family-wage jobs
- ❖ Advancing opportunities for prosperity
- ❖ Collaborating with partners for an equitable city, and
- ❖ Creating vibrant neighborhoods and communities.

We support innovative civic solutions that promote mixed-income neighborhoods with both affordable and workforce housing, and that evolve in ways that honor cultural diversity. We prioritize property ownership and real estate projects with communities of color and in low-income neighborhoods to create assets that can be passed from one generation to the next.

View our website at <http://www.prosperportland.us>

2.2 ABOUT THE PROJECT

Prosper Portland is seeking a CRM system to enhance our Economic Development activities in two key areas:

- 2.2.1 Entrepreneurship and Community Economic Development (neighborhood-based economic development).** This group’s work allows Prosper Portland – in collaboration with neighborhood residents, local businesses, and community development organizations – to grow vibrant commercial areas, support wealth creation through business growth, and increase access to jobs by successfully positioning neighborhoods, local businesses, and their residents to connect to and compete in the regional economy. Some of our programs include:
- [Adult and Youth Workforce](#) - Economic Opportunity Initiative
 - [Inclusive Business Resource Network](#) (IBRN)
 - [Neighborhood Prosperity Initiative](#) (NPI) Network
 - Venture Portland

Current business contact/touches per year are approximately 1,000 contacts. Approximately half of these receive services from Prosper Portland or our partners.

- 2.2.2 Business & Industry (cluster development).** This group prioritizes investments and focuses resources to increase access to family-wage jobs and grow existing businesses in target traded sector industries, thereby encouraging local economic

expansion and inclusive growth. The Traded Sector program also includes cross-industry initiatives focused on global trade and investment, business attraction, and small business lending.

For cluster development Prosper Portland estimates approximately 700 contacts, with approximately half receiving services.

2.2.3 Current State. Generally staff enter, manage client data, and track touch points and activities in individual Excel spreadsheets. Without a single system to coordinate this data, employees have a less than effective way to measure performance based on the investments being made in their programs. This also makes it difficult for the agency to report data to community stakeholders and the public.

2.2.4 Business Needs. Prosper Portland desires to implement a tool that allows the agency to be more effective in where it invests its resources, enables staff to have the information they need to be successful, and allows optimal reporting capabilities. Examples of CRM input needs are included in Attachment B, Examples.

The usage of the CRM system between the Entrepreneurship and Community Economic Development Team (described in Section 2.2.1) and the Business & Industry team (described in Section 2.2.2) are anticipated to be consistent, as both teams conduct business technical assistance and business development activities, as well as require a tool to track these activities and measure the impact over time. The CRM needs the ability to configure screens to remove unwanted fields that are not useful for both teams for the tool to be user-friendly.

Some of the business needs identified include:

- Management and tracking capabilities for client and partner relationships
- Maintain a database of company profiles that includes company contact, location, minority-owned and women-owned businesses, company size, etc.
- Ability to track and report on conducted business retention visits to better understand the business needs
- Ability to track and quantify internal and external referrals/partnerships (incoming and outgoing)
- Ability to input reminders for follow-up with clients and partners
- Prospect tracking for firm expansions and/or startup projects
- Ability to create project-specific teams to facilitate coordinating service delivery to existing companies
- Track and report on delivery of internal programs and/or partner programs
- Track and report on business impacts and survey results (value, growth, risk, and satisfaction)
- Access to reports to provide findings, status and activity to senior leadership and our board

2.2.5. System & Technical Needs & Existing Technology Environment. Prosper Portland requests a system that meets the following criteria:

- A Commercial off the Shelf (COTS) delivered as a Software as a Service (SaaS)
- Web-enablement and mobile device compatibility
- Multiple search and select facilities
- User Interface that is easy to use and reduces the amount of double entry
- Click configuration
- Ability to configure the product (e.g., user-defined fields, screen layout, etc.)
- Ability to interface with other client and financial record keeping software
- Robust reporting
- Ability to add client partner portals
- Live data connectors
- Intelligent smart forms

Prosper Portland's existing technology environment includes:

- Microsoft SQL Server 2016
- Microsoft Office 365
- Microsoft Internet Explorer 11

Prosper Portland's current third-party applications include:

- Portfol – Customer Relationship Management ([Portfol](#), a product developed by the Philadelphia Industrial Development Corporation)
- Portfol – Loan & Grant Servicing
- Outcome Tracker - VistaShare
- Microsoft Dynamics AX 2012 ERP System (Finance & HCM)

This project scope does not include an interface with our third-party applications listed above. However, Prosper Portland requires the capability to integrate with Portfol in the future; therefore, Proposers will note and answer related questions on the CRM's integration capability.

3.0 STATEMENT OF WORK

This section describes, at a minimum, Prosper Portland’s expectations of the successful Proposer (the “Vendor”) under the contract awarded from this RFP (the “Contract”).

3.1 SOFTWARE REQUIREMENTS

Vendor(s) will provide Prosper Portland with a CRM solution that can fulfill the requirements noted in Section 2.2.4, 2.2.5 and Attachment A, Requirements. We encourage vendors that can provide a system that meets the mandatory features noted in Attachment A, Requirements, to respond to this RFP even if they cannot provide all desirable or all of the specific functionality described in Attachment A, Requirements. Attachment B, Examples, includes examples of input needs that are intended to support the Vendor(s) in understanding the business needs of the system.

Approximate Staff and System access needs:

- 40 total end users
 - 10 read only
 - 20 write/read
 - 5 reports only
 - 2 Administrator-level users

3.2 SERVICES

3.2.1 General. Prosper Portland is seeking a turn-key implementation of the CRM System contemplated by this RFP. The Vendor shall provide all services (the “Services”) listed below. In their pricing, Proposers must include all design, system and application development, installation, testing, training, and warranty costs associated with all elements of the proposed Software. These Services must be directly performed or managed by the Vendor in coordination with Prosper Portland’s subject matter experts and Project Manager.

The Services that the Vendor shall provide Prosper Portland under a contract awarded from this RFP include:

- process discovery and mapping of requirements
- system configuration and customization
- historical data migration into system for up to 9000 clients
- system training for end users and administrative-level users
- create dashboard templates
- user acceptance testing
- post-implementation support

Specifically, the Vendor will perform the following tasks and activities and provide Prosper Portland with the deliverables listed below:

3.2.2 Documentation. If selected for finalist interview and/or product demonstration, Vendor will provide for Prosper Portland review documentation related to Prosper Portland's use of the Software; i.e., those manuals, technical documents, or other written guidance or instructions that are customarily provided to Vendor's customers. Such documentation does not need to be included in Vendor's Proposal response.

3.2.3 Training. Prosper Portland's ability to utilize the Software quickly and efficiently is of paramount importance to Prosper Portland. As part of their proposals, Proposers should recommend training options available to Prosper Portland that would allow Prosper Portland staff to support and utilize the Software most effectively. This training must be Vendor-led training sessions at Prosper Portland's offices in Portland, Oregon though some classes may be provided in online classroom setting.

3.2.4 Post-Implementation. Provide post-implementation support services for a period of ninety (90) days to ensure the Software is functioning properly under normal daily use.

Prosper Portland reserves the right to modify, add, and/or remove certain tasks or activities prior to Contract execution or through equitable amendment to the Contract after execution.

3.3 PERFORMANCE SCHEDULE

Work is expected to be performed and deliverables provided to Prosper Portland in accordance with a schedule to be provided by the Vendor and agreed to with Prosper Portland. For the purposes of the proposed schedule, estimate a start date for implementation of August 13, 2018.

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality, conformance of the proposed solution with Prosper Portland's business needs, and cost competitiveness of your Software and Services with the following Evaluation Criteria. To facilitate evaluation, include a "Table of Contents" and organize your proposal in the order of the sections below.

Page Limit. Prosper Portland has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content.

4.1 COVER LETTER

Provide a summary of your proposal in a one or two-page cover letter. This cover letter should include the following:

- A brief history of your firm and the software and services your firm proposes to provide Prosper Portland, including manufacturer, product name, and version number of the CRM

- A list of any subcontractors or subconsultants that will be working on the project, including a brief description of their role
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP

4.2 QUALIFICATIONS AND EXPERIENCE OF YOUR PROJECT TEAM

Provide a description of your Project Team's experience in providing software and services similar to those described in this RFP. For this section also include:

- Number of years your firm has been in business, general scope of services provided, current principal area(s) of expertise, and current number of employees
- Your firm's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
- A list of similar software and services your firm has provided other public agencies
- Any other information that you believe distinguishes your product and services from your competition

4.3 PREVIOUS RELATED PROJECTS AND PROJECT REFERENCES

- **Previous Related Projects.** Provide a list of **no more than five (5)** past projects similar to the work described in this RFP. For each project, provide the following:
 - A short summary of the project, highlighting scope and other similarities
 - Work products generated
 - Approximate implementation timeline
 - If possible, include an example of interfacing with a third party system
- **Project References.** For **at least three (3)** of the projects listed in the preceding section, supply reference information for Prosper Portland to contact regarding the quality of your firm's work as well as cost, scope, and schedule control. References may or may not be contacted. For each reference, include the name of the client and a contact name with phone number and email address.

4.4 RESERVED

4.5 SOFTWARE FUNCTIONALITY

Please complete and return Attachment A, Requirements, and Attachment C, Questionnaire, of this RFP.

4.6 PROJECT APPROACH AND METHODS

- 4.6.1 Project Plan and Management.** Proposer will provide a plan outlining the approach for planning, executing, controlling, and closing. This includes issue management, change management, risk management, and scheduling, as well as a narrative about how best to approach the phases listed below. Please explain the best practices Proposer will employ to complete Project.

Additionally, please indicate:

- Time frame estimated to complete each phase of implementation
- Description of the proposed Work Product(s) that will result from each task or activity
- List any additional Prosper Portland resources (staff time, materials, network access, etc.) that are necessary to complete any aspect of the project

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

4.6.2 Implementation Schedule. Propose a schedule to include, at a minimum, the following phases or milestones:

- Project planning and initiation
- Design and development
- Validation and testing
- Data conversion
- Report design and production
- Software customization
- Training
- Go-Live
- Solution Design Documentation
- Post go-live support

Assume the project will begin in August 13, 2018 or soon thereafter.

4.6.3 Communication Plan. Provide a plan outlining the approach to project communication throughout the project timeline. This includes communicating project roles, project status, project meetings, and major milestones. The Communications Plan should include how Proposer will perform the following activities:

- Project Kick-Off – Communicate plans and Stakeholder roles and responsibilities
- Status Reporting – Update Stakeholders on status of the project
- Team Meetings – Review of detailed plans, assignments, issues and action items
- Functional Implementations – Communication to Stakeholders regarding pending implementations of new software releases and functional enhancements

The above communications should be drafted and reviewed by the Prosper Portland Project Manager prior to release.

4.6.4 Testing. Proposer should provide a plan outlining the approach for System User Acceptance Testing and quality assurance which will encompass end-to-end testing of scenarios, including full business life cycles that span multiple components of the application. Systems testing and quality assurance will be performed across the Prosper

Portland CRM System objects. Summarize the approach plan that will be taken to complete this testing and quality assurance.

4.6.5 Ongoing Prosper Portland Resources. What resources are required by Prosper Portland to maintain and administer the Software once implemented? Your answer should list the type of knowledge/skills and amount of in-house Prosper Portland staff resources (as a percentage of a Full Time Equivalent (FTE) position) required. Please refer to both technical (e.g., system administrator) and business (e.g., subject matter expert) resources.

4.7 RESERVED

4.8 COST PROPOSAL

Using Attachment A, Requirements, propose the estimated cost for software and services to complete the work described in this RFP.

4.8.1 Software Costs. Additionally, provide a summary document containing information that supports the costs presented in Attachment A, Requirements, as well as responds to the pricing criteria listed below. For purposes of this RFP, assume a five year period.

- Software licensing fees
- Explain how licensing fees are calculated (e.g. per user, per server, per year, etc.)
- Detail warranty information
- Maintenance contract fees after warranty expiration
- Explain how maintenance fees are calculated (e.g. a fixed annual fee, percentage of annual fee, etc.)
- If varying levels of support are available, please detail
- If considering more than one product or module, submit both bundled and individual separate costs
- Describe any applicable quantity price breaks
- List an price any software items that may be required or desired that not included in general software licensing fees

4.8.2 Service Costs.

Prosper Portland’s strong preference is the payment of Services in fixed price amount that aligns with milestones in the Implementation Schedule listed in Section 4.6.2 above. For instance:

Milestone or Implementation Phase	Fixed –Price cost*
Project planning and initiation	\$
Design and development	\$
Validation and testing	\$
Data conversion	\$

Report design and production	\$
Software customization	\$
Training	\$
Go-Live	\$
Solution Design Documentation	\$
Post go-live support	\$
Estimated travel expenses	\$
Additional costs; Describe: _____	\$
Total Service Cost	\$

* Payable on the successful completion of each milestone

- Integration with Portfol is not a part of this RFP. However, separately list the cost estimate for potential future integration with Portfol for Prosper Portland planning purposes.
- All unspecified costs shall be borne by the Contractor

4.8.3 Adjustment of Hourly Rates Due to Inflation. Annual adjustment of contract rates will be limited to three percent (3%).

4.8.4 Travel Expenses. If travel will be required to complete services under the Contract, propose a summary of such travel. This summary must include: 1) destination(s); 2) name(s) and/or title(s) of Key Personnel traveling; 3) travel days, plus days onsite; 4) method of local travel; 5) cost per Contractor personnel; and, 6) total estimated travel cost.

Under the contract awarded from this RFP, Contractor must receive prior written authorization from Prosper Portland for all travel. Except for meals, Contractor must supply copies of receipts to support expense reimbursement. Prosper Portland will reimburse Contractor’s travel expenses only when travel is essential to perform the contracted work. Contractor shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to Prosper Portland and the public. As such, limit proposed travel expenses in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles*
- Meals and incidental expenses must be calculated using the current U.S. General Services Administration (“GSA”) per diem rate for Portland, Oregon with the first and last day of travel prorated accordingly
- Automobile travel using Key Personnel’s privately-owned vehicles (“POV”) to and from an airport will be reimbursed at the current GSA rate for POVs and the

lesser of: a) the distance from the Key Personnel’s residence to the airport or b) the distance from the Key Personnel’s place of business to the airport; local ground travel using Key Personnel(s)’ POV will be reimbursed at the same rate

- Travel costs will be reimbursed at direct cost (i.e. without mark-up)

* Proposers should note that Portland, Oregon has an excellent [regional public transit system](#)¹, including light rail transportation from the Portland International Airport (PDX) to downtown Portland. Prosper Portland strongly encourages the use of public transportation for all local transit in the performance of work under the Contract.

4.9 PROPOSER CERTIFICATION

Complete and return Attachment D of this RFP, the “Proposer Certification,” with your proposal.

SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP	
EVALUATION CRITERIA (SCORED)	MAXIMUM POINTS
➤ Technical Specifications (Exhibits A+C)	50
➤ Price Proposal	20
➤ Project Plan	15
➤ Qualifications and Experience of Firm and Previous Related Projects	15
Total Available Points	100
NON-SCORED SUBMITTAL REQUIREMENTS	
➤ Cover Letter	Not Scored
➤ Proposer Certification	Not Scored

5.0 CONTRACT REQUIREMENTS

5.1 FORMS OF AGREEMENT

The Proposer selected from this RFP (the “Contractor”) will be invited to enter into two contracts with Prosper Portland: (a) a Personal Services Contract with Prosper Portland for all implementation, training, and other Services described herein or as proposed; and (b) a Software License Agreement. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon Prosper Portland’s issuance of a Notice to Proceed to the Contractor.

5.2 CONTRACT TERMS AND CONDITIONS

¹ <http://trimet.org/>

The terms and conditions that will govern the Personal Services Contract can be found on Prosper Portland’s website [at this location](#).² **Proposers who propose changes to any contract term or condition must include their proposed changes in their proposal.** Prosper Portland is under no obligation to accept any such proposed changes. Prosper Portland further reserves the right to modify any Contract term or condition prior to execution of the Contract. The form of the Software License Agreement is not defined and should be proposed by the Proposer. Proposers should note that Prosper Portland is a public entity and may be prohibited from agreeing to certain contract terms as a result of statute or internal policy.

5.3 CONTRACT COMPLIANCE

Consultant must comply with the following before Prosper Portland will execute the Contract with that firm:

- 5.3.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 5.3.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.3.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer.
- 5.3.4 **Insurance Requirement.** See the following section.

Fulfilling the requirements listed in this section is not a condition to respond to this RFP and apply only to the selected Proposer.

5.4 INSURANCE REQUIREMENTS

At all times during the term of the Contract, Consultant shall maintain, on a primary basis and at its sole expense, the following insurance:

- 5.4.1 **Workers’ Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 5.4.2 **General Liability (GL)** insurance on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: **“The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees.”** Acceptable endorsement types include the “CG2026 07 04” (Designated Person or Organization), “CG2010 10 01” (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.
- 5.4.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, each accident, covering owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 5.4.4 **Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than **\$1,000,000** against arising from the Contractor’s professionally negligent acts, malpractice, errors, or omissions related to the Contract.

² http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf

- 5.4.5 **Tail Coverage.** If the professional liability insurance is provided on a “claims made” basis, Contractor shall maintain either tail coverage or continuous “claims made” liability coverage for a minimum of twenty-four (24) months following Contractor’s completion and Prosper Portland’s acceptance of the Work required under the Contract.
- 5.4.6 **Insurance Certificates.** Prior to execution of the Contract, Consultant must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor’s insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Contractor’s insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it.

6.0 CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by Prosper Portland’s *Local Contract Review Board Administrative Rules* as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at Prosper Portland.

- 6.1 **Reservation of Rights.** Prosper Portland, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279B.100; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer’s past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates Prosper Portland to award a contract from this RFP.
- 6.2 **Proposal Preparation and Submission Instructions**
- 6.2.1 **Quantities of Proposals.** Submit one (1) electronic proposal (on USB flash drive) to the Solicitation Coordinator identified in Section 1.1 of this RFP no later than the “Response Due Date and Time” listed on the first page of this RFP. Your response should be optimized to a file size of no greater than FIVE MEGABYTES (5 MB). You are encouraged to prepare responses that are succinct and directly address the requirements of this RFP.
- 6.2.3 **Form of Proposal.** Proposals should address the submittal requirements of this RFP in a clear, concise, and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.
- 6.3 **Pre-Proposal Meeting.** A pre-proposal meeting is not scheduled for this RFP.
- 6.4 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email (preferred), mail, or fax and must contain the following:

- RFP solicitation number and title
- RFP section being questioned
- Specific question or request for change

All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3 of this RFP.

6.5 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the Proposer’s proposal to be rejected.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to Prosper Portland's Contract Opportunities website (www.prosperportland.us/bids) to check for any addenda that have been issued for this RFP. Prosper Portland may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by Prosper Portland and modifying their proposal accordingly.

6.6 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and Prosper Portland will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.

6.7 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.

6.8 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the Prosper Portland Board of Commissioners or any Prosper Portland employee not specifically named in this RFP, except upon invitation by Prosper Portland in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. Prosper Portland will not hold “one-on-one” meetings with any interested party during the RFP process outside of a formal interview.

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

6.10 **Public Records and Disclosure**

6.10.1 All proposals submitted in response to this RFP will become the property of Prosper Portland and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192.

6.10.2 Any portion of a proposal that a Proposer claims to constitute a “trade secret” must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to

facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

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

- 6.10.3 If a Proposer marks every page or includes a blanket statement that the entire proposal is "Confidential" or "Proprietary," the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed.
- 6.10.4 Prosper Portland will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise.
- 6.10.5 After award, the Contract between Prosper Portland and the successful Proposer will be a public document and no part of the Contract can be designated as "Confidential."
- 6.10.6 Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until Prosper Portland has issued its Notice of Intent to Award.
- 6.11 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and Prosper Portland is under no obligation to request additional information if it is not included within your proposal. However, Prosper Portland may request Proposers submit additional information during or after the proposal evaluation period; or overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.12 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between Prosper Portland and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless Prosper Portland agrees to the withdrawal or modification in writing.
- 6.13 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. The responsive proposals are those proposals that substantially comply with all required submittal procedures and requirements. This evaluation committee will include staff of Prosper Portland and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 4 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer's written response as well as any relevant information that Prosper Portland may subsequently request or discover. Prosper Portland will then add individual committee members' scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).

- 6.14 **Interviews and Product Demonstrations (Optional).** At Prosper Portland’s option, formal interviews and/or product demonstrations with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.
- 6.15 **Best and Final Offers (Optional).** Prosper Portland may choose to enter into discussions with one or more of the Finalist Proposer(s) and request revised proposals (the “best and final offers”). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements and evaluation criteria contained in this RFP. If Prosper Portland elects to solicit best and final offers, Prosper Portland will do so in the following manner:
- 6.15.1 Prosper Portland will initiate oral and/or written discussions with one or more of the Finalist Proposer(s) regarding one or more sections of their proposals. Prosper Portland may conduct these discussions only for the following purposes of: (a) informing Finalist Proposer(s) of perceived weaknesses in their initial proposals; (b) requiring the submission of additional information in one or more sections of a Proposer’s proposal; and/or, (c) otherwise allowing the Finalist Proposer(s) to develop and submit their best and final offers.
 - 6.15.2 Prosper Portland may conduct discussions with each Finalist Proposer necessary to fulfill the purposes described in this section, but need not conduct the same amount of discussion with each Finalist Proposer. Prosper Portland may terminate discussions with any Finalist Proposer at any time; however, Prosper Portland will offer all Finalist Proposer(s) the same opportunity to discuss their proposal prior to the date and time revised proposals are due.
 - 6.15.3 In accordance with ORS 279B.060(6)(a) and (b), Prosper Portland will only disclose the identity of other proposers who responded to the RFP but will not include any details on their proposals until after the evaluation process is complete and Prosper Portland has issued its Notice of Intent to Award a contract.
 - 6.15.4 At any time during this process, Prosper Portland may (a) continue discussions with one or more Finalist Proposer(s); (b) terminate discussion with a particular Finalist Proposer and continue discussions with other Finalist Proposers; or, (c) conclude discussions with all remaining Finalist Proposer(s) and provide notice requesting their best and final offers.
 - 6.13.5 If Prosper Portland requests best and final offers, Prosper Portland will establish a common date and time that proposals are due at Prosper Portland. Revised proposals shall only be submitted once; however, Prosper Portland may make a written determination that it is in Prosper Portland’s best interest to conduct additional discussions and require submission of revised proposals. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award.
 - 6.15.6 If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.12 of this RFP) or a revised proposal, the original proposal will be considered their best and final offer. Prosper Portland will then evaluate the best and final offer in accordance with the requirements and evaluation criteria contained within this RFP and Prosper Portland will not modify

the evaluation criteria or their relative weighting after the date and time revised proposals are due.

- 6.16 **Selection Process.** If interviews are not conducted or best and final offers not requested, Prosper Portland will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, Prosper Portland reserves the right to either re-score the Finalist Proposer(s)' proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and re-rank the proposals based on the combined strength of the Finalist Proposer(s)' proposal and interview.
- 6.17 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, Prosper Portland may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to Prosper Portland, with respect to the Proposer's successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. Prosper Portland reserves the right to use any information or reference that may be discovered. Prosper Portland may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.18 **Notice of Intent to Award.** After completion of the evaluation process, Prosper Portland will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 6.19 **Protest of Selection Process.** Any protest of Prosper Portland's selection process must be submitted by email writing to the Solicitation Coordinator of this RFP within seven (7) calendar days of issuance of the NOIA. The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.
- 6.20 **Serial Negotiations.** After Prosper Portland has issued its NOIA and resolved all protests, Prosper Portland reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If Prosper Portland, in its sole discretion, determines that such negotiations have reached an impasse, Prosper Portland reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or Prosper Portland cancels this RFP.

ATTACHMENT D. PROPOSER CERTIFICATION

Each Proposer must complete and return this page with their proposal.
Failure to do so may be grounds for proposal rejection.

RFP 17-25: Customer Relationship Management System

- 8.1 You acknowledge receipt of addenda number _____ through _____ or N/A.
- 8.2 If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 5.6 of this RFP.
- 8.3 To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
- 8.4 You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over Prosper Portland.
- 8.5 You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to Prosper Portland; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any Prosper Portland officer or employee that is not clearly disclosed in your proposal.
- 8.6 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer’s Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer’s Mailing Address: _____

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

Phone Number: _____ Email Address: _____