RESOLUTION NO. 6750

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH CIBER, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR THE ENTERPRISE RESOURCE PLANNING IMPLEMENTATION PHASE II PROJECT; IN AN AMOUNT NOT TO EXCEED $800,000

WHEREAS, as a local government agency complying with Oregon Revised Statute Budget Law and conforming to the Generally Accepted Accounting Principles, the Portland Development Commission ("PDC") has a responsibility to ensure its financial information is accurate and reliable;

WHEREAS, the Enterprise Resource Planning ("ERP") system, Lawson, represents a valuable organizational asset that currently supports PDC's financial, procurement, payroll, and human resources operations;

WHEREAS, the current in-house developed Microsoft Access based payroll timesheet reporting system has outlived its useful life and PDC wishes to implement the integrated Lawson Time Management module for bi-weekly payroll reporting as part of the ERP Implementation Phase II project;
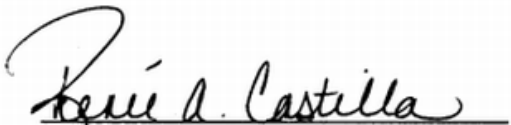
WHEREAS, PDC wishes to develop a Business Intelligence strategy that will be used to guide the development of an integrated Business Intelligence information reporting system as part of the ERP Implementation Phase II project; and

WHEREAS, through a competitive public solicitation processes, PDC has identified CIBER, Inc. as the vendor with needed skills, knowledge and expertise that provides the best overall value, benefit, convenience and service in regards to implementing the Time Management module and developing a strategy to implement Business Intelligence.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to execute a contract with CIBER, Inc., a Delaware corporation, substantially in the form attached hereto as Exhibit A, for professional consulting and technical services, including implementation of the Lawson Time Management module and the design of a Business Intelligence strategy in support of the Enterprise Resource Planning (ERP) Implementation Phase II project, for a total amount not to exceed $800,000; and

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on November 10, 2009.

Renee A. Castilla, Recording Secretary

CONTRACT NO. _____

PERSONAL SERVICES CONTRACT
Business Intelligence and Lawson Time Management Module Project

This PERSONAL SERVICES CONTRACT (this "contract") is between the **Portland Development Commission**, hereafter called "Commission" or "PDC," and **CIBER, Inc.**, hereafter called "Contractor" or "CIBER." The Commission's Contract Manager for this contract is **Mary Hubbard**. This contract is awarded from the evaluation of Contractor's competitive proposal submitted in response to PDC's Request for Proposals (RFP) #09-09.

Effective Date and Duration
This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on **May 15, 2010.**

Statement of Work
(a)   The scope of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
(b)   The delivery schedule for the work is identified in EXHIBIT A.

Consideration
(a)   Commission agrees to pay Contractor a sum not to exceed **$800,000.00** for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A.
(b)   Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 5 are incorporated herein and a part of this contract.
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CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Firm Name (please print): **CIBER, Inc.**
Address (including City/State/Zip): **6363 S. Fiddler's Green Circle; Suite 1400; Greenwood Village, CO 80111**
Phone #: **(303) 220-0100**   Fax #: **(303) 220-7100**   Business License # **390308**
Citizenship: Nonresident alien ____ Yes _**X**_ No
Business Designation (check one):   ____ Individual   ____ Sole Proprietorship   ____ Partnership _**X**_ Corporation
 ____ Limited Liability Co (LLC)   ____ Estate/Trust ____ Public Service Corp. ____ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-5 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____   _____
                            Authorized Signature   Date

                            Print Name & Title_____

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PORTLAND DEVELOPMENT COMMISSION SIGNATURES

Approved as to form
by Legal Counsel: _____
                                                                                    Date

Approved by
Executive Director: _____
                            Bruce A. Warner   Date

PORTLAND DEVELOPMENT COMMISSION
STANDARD CONTRACT PROVISIONS FOR
PERSONAL SERVICES CONTRACTS (MANDATORY PROVISIONS)

1.   Access to Records
The Contractor shall maintain, and the Portland Development Commission ("Commission" or "PDC") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2.   Audits
(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.
(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3.   Effective Date and Duration
The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4.   Funds
The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract for the current Fiscal Year, provided, however, that continuation of this contract or any extension, after the end of the Fiscal Year is contingent upon additional budget appropriation for any succeeding Fiscal Year. The Fiscal Year runs from July 1 through June 30 of the succeeding year. In the event of non-appropriation of funds for this contract, the Commission reserves the right to modify, amend or terminate this contract upon the Commission's finding that it is in the public interest to do so.

5.   Early Termination of Contract
(a) The Commission and the Contractor, by mutual written agreement, may terminate this Contract at any time.
(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.
(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6.   Payment on Early Termination
(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.
(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.
(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.
(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.

7.   Remedies
(a) In the event of termination under subsection 5(c), **Early Termination of Contract,** hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.
(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.

8.   Subcontracts and Assignment
Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
Contractor's approved subcontractors for this contract:

          a)   Project Management Associates, a Massachusetts limited liability company

9.   Indemnity - Claims for Other than Professional Liability
Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

10.   Indemnity - Claims for Professional Liability
Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

11.   Indemnity - Standard of Care
If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

12.   Insurance
EXHIBIT E is hereby referenced and made a part of this contract.

13.   Limitation of Liability.
NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed TWO MILLION FIVE HUNDRED THOUNSAND AND 00/100 DOLLARS ($2,500,000).

14.   Ownership of Work Product
All Work Products of the Contractor which result from this contract are the exclusive property of the Commission.

15.   Warranty of Work Products
For a period of one hundred eighty (180) days from the date of Commission's written acceptance (the "Warranty Period"), Contractor warrants that it will provide deliverables ("Work Products") that conform in all material respects to the specifications set forth in the Scope of Work. Commission must report any deficiencies to Contractor in writing within the Warranty Period to receive warranty remedies. Commission's exclusive remedy and Contractor's entire liability is to provide Services to correct the deficiencies. If Contractor is unable to correct the deficiencies, Commission is entitled to recover the fees paid to Contractor for the deficient portion of the Services or Work Product. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Contractor makes no warranties regarding any portion of any deliverable developed by Commission or by any third party, including any third party software, hardware, or other third party products provided by Contractor.

16.   Nondiscrimination
Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

17.   Counterparts
This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

18.   Successors in Interest
The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

19.   Severability
The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

20.   Waiver
The failure of the Commission to enforce any provision of this contract shall not constitute a waiver by the Commission of that or any other provision.

21.   Errors
The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost so long as Commission notifies Contractor in writing of such errors prior to the expiration of the Warranty Period.

22.   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.

23.   Governing Law, Venue and Consent to Jurisdiction
The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24.   Amendments
The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor.

25.   Business License
The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

26.   Prohibited Interest
(a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
(b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.
(c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

27.   Payment to Vendors and Subcontractors
(a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.
(b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.
(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason

of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

28.   **Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees**
(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.
(b) The Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.
(c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

39.   **Confidentiality**
All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

30.   **Key Personnel**
Contractor acknowledges that Commission's award of this contract was made on the basis of the specialized background and abilities of the key Contractor and subcontractor personnel originally identified in Contractor's proposal (the "Key Personnel"). Contractor understands and agrees that unless Contractor obtains Commission's prior written consent, any attempted substitution or replacement of any Key Personnel, unless due to reasons outside Contractor's control (e.g. illness, termination of employment), shall constitute a material breach of this contract. In the event that Key Personnel of Contractor become unavailable at any time, Contractor shall replace the Key Personnel with personnel having substantially equivalent or stronger qualifications than the Key Personnel being replaced. All new Key Personnel are subject to Commission's written approval. Contractor shall remove any individual performing services under this contract if so directed by Commission in writing following discussion with Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement. Contractor represents and warrants that all Key Personnel are fully licensed and/or registered to perform the particular services assigned to them under this contract.

31.   **Non-solicitation**
During the term of this contract and for a period of one (1) year after its termination, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of services under this contract or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of services under this contract until one hundred eighty (180) days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "Solicit" does not include broad-based recruiting efforts, including "help wanted" advertising and posting of open positions on a party's internet site.

Merger Clause
THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A
TO THE PERSONAL SERVICES CONTRACT FOR
THE BUSINESS INTELLIGENCE AND LAWSON TIME MANAGEMENT MODULE PROJECT

BACKGROUD | SCOPE OF WORK | COST OF SERVICES | REPRESENTATIVES OF THE PARTIES | BILLING AND PAYMENT PROCEDURE | WORK PRODUCTS REQUIREMENTS

I. BACKGROUND

This Personal Services Contract (this "Contract") is awarded following the evaluation of competitive proposals submitted in response to the Portland Development Commission's ("PDC" or "Commission") Request for Proposals #09-09 (the "RFP") from which CIBER, Inc. ("Contractor" or "CIBER") was determined by PDC to be the successful proposer.

Under this Contract, CIBER agrees to complete the following work to provide the PDC Central Services Department and its Information Technology and Project Management Office divisions with professional consulting and information technology design and development services to achieve the following over-arching objectives:

1. Confirm the PDC Business Intelligence (BI) architecture, including both Lawson and Microsoft components, and create a strategy for the functional implementation of BI

2. Implement the Lawson Time Management module for the currently-budgeted 213 Full Time Equivalent (FTE), represented and non-represented, hourly and salaried personnel to integrate with PDC's current Lawson Payroll process, and decommission the currently existing Microsoft Access database for time sheets

3. Provide project management services to plan, monitor, control and manage these objectives throughout their lifecycle

The totality of work described in this Contract may be referred to as this "project." CIBER shall complete this project no later than the expiration date of this Contract (as recorded on page 1 of this Contract) and in accordance with the agreed-upon work schedule see EXHIBIT D of this Contract).

II. SCOPE OF WORK

This Scope of Work is divided into three sections:

*   ❖ Project Management (sub-section A)
*   ❖ Business Intelligence (sub-section B)
*   ❖ Lawson Time Management module (sub-section C)

Responsibility Matrices. For each phase of work in the sub-sections of work below is a matrix of activities and deliverables. CIBER will have primary responsibility to complete the CIBER-owned activities and deliverables, sometimes with PDC input, as appropriate. As PDC's implementation partner, CIBER will provide guidance to PDC on all PDC-owned activities; however PDC is primarily responsible for the completion of the activities listed under "PDC" below. For all shared activities listed, PDC and CIBER will work together to create the listed deliverables and participate in shared activities.

A. PROJECT PLANNING, MANAGEMENT AND CHANGE

CIBER shall provide a full-time Project Manager (the "CIBER PM"), identified in Section III.A below, to collaborate with PDC's full-time Project Manager (the "PDC PM") to plan and manage this project throughout its lifecycle. The table below includes the detailed components of each phase of the implementation methodology.

	Objectives	Activities	Deliverables
Project Planning	• The project plans and outcomes will align with project objectives and the business objectives of the PDC • Define and validate scope, goals, roles, tasks, and timing • Align project plans and outcomes with project objectives • Ensure that Key Performance Indicators (KPI) are addressed and included in the project plan	**CIBER** • Lead and participate in Contract Initiation Call • Conduct Executive and Management interviews • Create Project Charter • Draft Contract Schedule using a phased approach • Develop macro end-user training matrix plan • Participate in the development of the holistic Project Schedule • Furnish contributions to the Project Management Plan • Participate in creating Communications Plan **PDC** • Participate in Contract Initiation Meeting • Lead the development of the holistic Project Schedule • Create holistic Project Management Plan that includes scope, project resources, roles, responsibilities, key deliverables and success criteria. • Create a Communications Plan that encompasses project team, key stakeholders, and CIBER **Shared Activities** • Determine and agree on timelines and milestones • Establish full Project Team and agree on respective roles • Conduct pre-phase Kick-off readiness assessments	**CIBER** • Contract Initiation Meeting Agenda • Contract Schedule • Project Charter • Finalized Cost Estimate • Macro End User Training Matrix Plan • Project Management Plan contributions **PDC** • Communications Plan **Shared Deliverables** • Contract Initiation Meeting Presentation • Time Management Kick-off Agenda and Presentation • Lawson Budget & Planning Kick-off agenda and Presentation • Project Management Plan • Project Schedule • Project Team Organization Chart

	Objectives	Activities	Deliverables
Project Management	- Manage the Project through all phases - Ensure execution of the Project Plan in accordance with the Charter and methodology - Ensure that project results meet the business objectives of the client. - Ultimate responsibility for the success of the project in meeting project objectives, timing and budgets	**CIBER** - Monitor and control project scope, schedule, and budget against milestones - Manage all CIBER Project Team resources and established partnerships - Manage Contract Schedule - Attend and participate in Steering Committee Meetings - Attend and participate in Project Team Meetings - Develop CIBER project status report bi-weekly including prior accomplishments and planned future activities **PDC** - Monitor and control project scope, schedule, and budget against milestones - Management of any 3rd Party vendor relationships outside the Contract - Manage all PDC Project Team resources - Schedule and lead Steering Committee Meetings - Schedule and lead Project Team Meetings **Shared Activities** - Monitor and update Project Management Plan - Maintain Project Schedule identifying tasks progress against the Plan - Identify bottlenecks and work to resolve - Manage issues log - Manage project change, including scope, schedule, and cost control - Resolve and/or escalate issues in a timely manner	**CIBER** - Bi-Weekly Budget vs. Actual Reports - Bi-Weekly Status Reports including Contract Schedule **PDC** - PDC Bi-Weekly Project Status Reports **Shared Deliverables** - Project Budget - Budget vs. Actual Reports - Steering Committee Meeting Agendas, Minutes, and Updates. - Project Team Status Meeting Agendas and Minutes. - Project Management Plan updates - Issue/Risk Tracking Logs - Scope Change Documents as needed

	Objectives	Activities	Deliverables
Change Management	• Ensure that the end–users are willing and able to accept and benefit from the changes	**CIBER** • Support PDC project communications outside the core project team • Support PDC in promoting business users to take an engaged leadership role in the BI initiative **PDC** • Project communications outside the core project team	**CIBER** • No Deliverables **PDC** • External Project Communications (those not listed in any of the included deliverables)

B.   BUSINESS INTELLIGENCE

EXHIBIT B of this Contract, "Business Intelligence Approach and Methods" is hereby incorporated into this contract and is to be read in conjunction with the responsibility matrix for this phase of work.

	Objectives	Activities	Deliverables
System Preparation & Support	• Confirmation that architecture is ready	**CIBER** • Provide a pre-phase presentations (to PDC leadership and key stakeholders) on Business Intelligence • Review and confirm existing architecture for both Lawson and Microsoft components **PDC** • Provide Enterprise Architecture map and report	**CIBER** • Pre-phase Presentation on BI, potential benefits and strategy • Architecture confirmation or recommended modifications for both hardware and software of existing BI architecture **PDC** • Operational System

	Objectives	Activities	Deliverables
Business Process & Technical Analysis Business Process Calibration (BPC)	• Define business requirements that will inform the PDC-approved BI architecture	**CIBER** • Conduct Functional and Technical Business Process Interviews, surveys, etc., to determine gaps in PDC BI usage • Evaluate and analyze current system workflows Evaluate applicable business processes and facilitate PDC-wide business user participation to determine BI projects **PDC** • Provide as-is process, workflow, and policy documentation • Participate in process review, validation, and definition sessions • Perform technical system review • Be available for interviews	**CIBER** • High-level BI models • BI gap analysis **PDC** • Information Foundation project documentation and information relationships • ECM workflows for loans and grants that were a part of the project • ERP Lawson 9 Plus project process mapping and documentation • ERP Strategy

	Objectives	**Activities**	**Deliverables**
Project Team Education	• Ensure knowledge transfer to the Project Team to provide understanding of the potential of the new system • Ensure that the Project Team can navigate through the enhancements	*Project Team Training is not within scope, nor anticipated to be required.* **CIBER** • No Responsibilities **PDC** • Identify PDC staff who should receive the knowledge transfer at the end of the engagement	*Project Team Training is not within scope, nor anticipated to be required.* **CIBER** • No Deliverables **PDC** • No Responsibilities
Business Process Design & Modeling	• Provide the process to ensure that new system settings and processes are examined and decisions are reached for future system use • Ensure documentation of all processes	**CIBER** • Develop an appropriate, best practice-based Master Data Management (MDM) methodology (see details in RPF IV.2.B.vi) • Develop a strategy document that will drive how BI functionality will be rolled out with the characteristics found in the RFP IV2.B.vii • Present draft BI roll-out strategy **PDC** • Review and provide feedback on all draft deliverables within 10 calendar days • Approve deliverables once they've met PDC standards and needs	**CIBER** • Draft business requirements for each BI effort • Final business requirements for each BI effort • Draft MDM methodology • Final MDM methodology • Draft BI project roll-out strategy • Presentation on draft BI roll-out strategy • Final BI project roll-out strategy • Final BI architecture **PDC** • Feedback on Draft MDM • Feedback on Draft BI rollout strategy

C.   LAWSON TIME MANAGEMENT MODULE

EXHIBIT C of this Contract, "Lawson Time Management Module Approach and Methods" is hereby incorporated into this contract and is to be read in conjunction with the responsibility matrix for this phase of work.

1.   Solution Design Phase

	Objectives	**Activities**	**Deliverables**
System Preparation & Support	• Ensure a fully operational system • Ensure system support throughout the project • Identify all tasks and processes required to run operations with the new modules	**CIBER** • Provide a pre-install checklist for new module software requirements • Install and configure Lawson application software and any dependant software components **PDC** • Procure, install and configure hardware including network and desktop hardware. • Install any PDC PC updates required such as browser updates or desktop software.	**CIBER** • Pre-install checklist • Installed applications • Installation documentation **PDC** • Operational System

	Objectives	Activities	Deliverables
Business Process & Technical Analysis Business Process Calibration (BPC)	• Initiate the analysis of system fit/gap	**CIBER** • Evaluate and analyze current system workflows Conduct Functional and Technical Business Process Interviews • Define business rules for module ownership, and business process for future maintenance, updates and configurations • Determine data conversion strategy • Identify differences between current business model and the "to be" business model • Design the "to be" business model and implementation process based on pre-defined business requirements **PDC** • Provide as-is process and policy documentation as listed in RFP IV.A.5.3.iii • Complete task identification forms as needed. • Participate in process review, validation, and definition sessions • Perform technical system review • Participate in integration and enhancement strategy sessions • Be available for interviews • Define historical conversion requirement	**CIBER** • High-level business process flow models **PDC** • Information foundation project documentation and information relationships • ERP Lawson 9 Plus project process mapping and documentation • ERP Strategy

	Objectives	Activities	Deliverables
Project Team Education	• Ensure knowledge transfer to the Project Team to provide understanding of the potential of the new applications	**CIBER** • Provide training on Time Management module **PDC** • Schedule PDC training room and attendees for module training • Attend project team training prior to Conference Room Pilot	**CIBER** • Time Management training and documentation **PDC** • None
Business Process Design & Modeling Conference Room Pilot (CRP)	• Prepare PDC project team for CRP • Provide the process to ensure that new system settings and processes are examined and decisions are reached for future system use • Ensure documentation of all processes and business rules • Identify all interfaces, conversions and enhancements required •	**CIBER** • Perform initial application setup • Provide CRP training for Project Team • Develop CRP Plan • Develop CRP Scripts (business scenarios to be modeled) • Load initial PDC data set • Conduct and lead the CRP • Document decisions made and accept or modify recommendations • Document and lead issue resolution for issues identified during CRP • Create system design documentation and review with PDC Support definition and implementation of business rules and requirements for PDC • Initiate script development for testing phases **PDC** • Participate in Pilots • Support updating and/or development of CRP scripts • Agree on final business processes and system design • Support resolution of issues identified during CRP	**CIBER** • CRP Workshop • CRP Plan • CRP Capture document • CRP Scripts • Issue Log • Finalized System Design including Functional and Technical Requirements • Issue Log **PDC** • No Responsibilities

2. Configuration and Development

	Objectives	Activities	Deliverables
System Configuration & Setup	• Ensure readiness of the system for development, testing, and activation	**CIBER** • Document new application configuration • Review required setup for completion • Document all non-Lawson processes, policies, and procedures as required **PDC** • Validate system hardware configuration • Perform operational and environment setup including any software configuration • Manual data setup including any application data not being converted as well as user accounts, bookmarks, system configuration parameters, and security **Shared Activities** • Establish archive and purging strategy and process for Time Management data	**CIBER** • Documented application configuration **PDC** • Fully configured system

	Objectives	Activities	Deliverables
Technical Development	• Provide technical requirements for new system including interfaces, conversions, and other technical enhancements	**CIBER** • Provide general system support for S3 integration and new report development • Configure standard S3 interfaces to/from Time Management *For all development items within CIBER's Scope per cost estimate detail.* • Create functional/technical specifications • Perform programming and development activities • Unit test to ensure all specifications are met **PDC** • Validate and approve programming and development activities *For all development items not included within CIBER scope per estimate detail.* • Create functional/technical specifications • Perform programming and development activities • Unit test to ensure all specifications are met	**CIBER** *For all development items within CIBER's Scope per cost estimate detail.* • Functional and Technical Designs • Completed Development • Executed Unit Tests • Updated interfaces • Updated reports **PDC** *For all development items not included within CIBER scope per estimate detail.* • Functional and Technical Designs • Completed programming • Executed Unit tests

	Objectives	**Activities**	**Deliverables**
End-User Documentation	• Ensure documentation of processes at end-user level • Ensure materials for end-user training	**CIBER** • Create training materials for updated processes based on new system **PDC** • Review and provide feedback for CIBER developed training material • Document all non-Lawson processes, policies, and procedures as required. **Shared Activities** • Create final end-user training plan	**CIBER** • Completed End User Training Material **PDC** • No Deliverables **Shared Deliverables** • Final End-user Training Plan

3.   Testing and Quality Assurance

	Objectives	**Activities**	**Deliverables**
Integrated Test	• Ensure module functions with system as designed • Check data integrity under all possible situations	**CIBER** • Develop and finalize testing scripts • Create integrated testing plan • Run integrated test setup and data conversion • Lead and coordinate the execution of integrated test • Document issues and resolutions **PDC** • Approve final testing scripts • Verify data • Execute testing **Shared Activities** • Resolve issues	**CIBER** • Converted data • Test scripts • Integrated Test Plan • Issue Log with resolutions • Cutover runtime document • Lawson processes and integration points **PDC** • Executed test scripts • Any non-Lawson integration points

	Objectives	Activities	Deliverables
User Acceptance Test	• Ensure system functionality meets end-user requirements	**CIBER** • Develop and finalize testing scripts • Create UAT plan • Run User Acceptance Test setup and data conversion • Lead and coordinate the execution of User Acceptance test • Document issues and resolutions **PDC** • Any additional UAT scripts users wish to test • Approve final testing scripts • Verify data • Execute testing **Shared** • Resolve issues	**CIBER** • Converted data • Test scripts Issue Log with resolutions • Lawson processes and integration points • Cutover runtime document • Lawson processes and integration points **PDC** • UAT test plan • Executed test scripts • Any non-Lawson integration points
Detailed Cutover Planning	• Ensure smooth transition to new system • Anticipate and minimize risks	**CIBER** • Identify and document cutover plans and schedules • Identify and document contingency plans. • Identify contingency plans • Perform Readiness Assessment **PDC** • Approve cutover plans and schedules • Approve contingency plans • Approve readiness assessment **Shared Activities** • Perform Readiness Assessment	**CIBER** • Cutover and Contingency plan **PDC** • No Deliverables **Shared Deliverables** • Readiness Assessment

4.   Project Activation

	Objectives	Activities	Deliverables
End-User Training	• Ensure that end-users understand how to use and benefit from the new application • Ensure that administrators and super users are trained in appropriate system functionality	**CIBER** • Support execution of end user training • Provide/participate in one training session for PDC end users • Provide administrator training for ongoing maintenance **PDC** • Conduct necessary remaining end user training • Receive knowledge transfer for tools implemented • Attend training as scheduled	**CIBER** • Trained End Users **PDC** • Trained End Users
Live Production Cutover	• Bring the system into operation	**CIBER** • Perform data conversion • Provide onsite consulting support **PDC** • Perform final verification of proper system setup according to cutover plan • Perform data validation • Validate system setup • Utilize live system	**CIBER** • Converted data • Functioning system **PDC** • Verified system setup • Validated data **Shared Responsibility** • Integrated system with daily business functions operational

	Objectives	Activities	Deliverables
Post Cutover Support	• Resolve critical system issues quickly with minimal business interruption • Decommission existing Access database time sheet program •	**CIBER** • Provide functional system support through the first payroll processing for Time Management. Client to determine when and how to utilize the hours allocated in this estimate within this timeframe • Resolution of all CIBER assigned issues occurring within the warranty period agreed to in the contract • Provide project lessons learned/closeout report • Schedule decommissioning and archiving of existing Access database for time sheet program **PDC** • Decommission and archive existing Access database for time sheet program	**CIBER** • Post cutover support • Project lessons learned/closeout report **PDC** • Support call tracking and status report

5. General Maintenance and Ongoing Support

	Objectives	Activities	Deliverables
General Maintenance & Ongoing Support	• Ensure critical business system support of issues and response to questions during key business hour periods • Support identified power users, system administrators and analysts, and programmers • Provide assistance with regular systems maintenance activities • Ensure that enhancements, customized code, and interfaces are supported as required	**CIBER** • No Activities **PDC** • Respond to requests for system support in a timely manner • Identify and correct and difficulties with system usage • Provide support for patch applications • Provide support as needed for Lawson Database Administration, System Administration, Security, and Environment Support • Provide problem tracking and escalation • Provide Regular Preventative Maintenance	**CIBER** • No Deliverables **PDC** • Support call tracking and status report

III. COST OF SERVICES

In consideration of the satisfactory performance of services CIBER agrees to provide under this Contract, PDC agrees to compensate CIBER a sum not to exceed EIGHT HUNDRED THOUSAND and 00/100 DOLLARS **($800,000)** payable on the basis of CIBER's time and materials in accordance with the rate schedule(s) below. If CIBER's billings under this Contract exceed the aforesaid maximum compensation CIBER shall cease all work under this Contract and notify the PDC in writing that this Contract will need to be amended to authorize additional payments for that work.

A. **Personnel Expenses.** PDC shall reimburse CIBER's personnel expenses for a sum not to exceed **$622,720.00**, in accordance with CIBER's competitive proposal, dated September 23, 2009 and subsequent negotiations. The following CIBER personnel hourly rate schedule shall be used for all personnel expenses billed under this Contract:

HOURLY PERSONNEL RATES BY PROJECT PHASE					
Project Phase	**Position Title**	**Personnel Assigned**	**Hourly Rate**	**Est. Hours**	**Est. Cost**
Project Management	Project Director	Joe Hoover	$200.00	224	$44,800
	Project Manager	Sandra Phillips	185	1,120	207,200
	Estimated Cost and Hours			**1,344**	**$252,000**
Business Intelligence (BI)	Senior BI Architect	Bill Russell	175	336	58,800
	Business Analyst	Chris Grenz	155	320	49,600
	Sr. Lawson BI Consultant	Mark Phillips	175	336	58,800
	Sr. Data Architect	Mike Fitch	155	320	49,600
	Estimated Cost and Hours			**1,312**	**$216,800**
Time Management Module	Lead Application Consult.	Pete Henry	185	316	58,460
	Sr. Business Analyst	Mary Talcherkar	185	316	58,460
	Sr. Technical Consult.	Richard Easterbrooks	185	200	37,000
	Estimated Cost and Hours			**832**	**$153,920**
	Total Estimated Cost and Hours			**3,479**	**$622,720**

B. **Contracted Personnel.** The CIBER (and Subcontractor) personnel (the "Contracted Personnel") listed in the "Hourly Personnel Rate" above are the only Contracted Personnel assigned to perform work under this Contract. Any replacement, substitution or addition of Contracted Personnel shall be subject to the written approval of PDC. CIBER's personnel expenses shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., fifty (50) minutes of work shall be billed as 1 (one) billable hour; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.).

C. **Estimated Hours and Costs.** The parties acknowledge that the estimated hours to complete each project phase and listed above are a reasonable estimate determined during initial scoping of work to be performed under this Contract. Upon the mutual written agreement between the parties' Project Managers, hours may be re-allocated within a project phase or from one project phase to another project phase without formal change to this Contract.

D. **Travel & Incidental Expenses.** PDC will reimburse CIBER a sum not to exceed **$173,900**, for travel only when the travel is essential to the CIBER's duties under this Contract. CIBER will bear all travel expenses in excess of the aforesaid sum. CIBER must receive PDC's prior written authorization for all travel conducted under this Contract and CIBER must provide PDC with copies of receipts of all travel expenses for which reimbursement is sought, except for meals. All travel expenses will be billed to PDC at direct cost to CIBER (i.e. without mark-up). CIBER agrees to conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. CIBER's reimbursement for certain types of travel expenses will be limited in the following manner:

- Reimbursement for airfare will be at round-trip economy/coach class rate

- Reimbursement for rental vehicles will be for economy or compact-sized vehicles

- Reimbursement for lodging will be at a moderate standard room rate

- Meals and incidental expenses (M&IE) will be calculated using the current GSA per diem rate for Portland, Oregon (for the period of October 1, 2009 through September 30, 2010, the full-day per diem rate for Portland, Oregon is $66.00 per day; for the first and last day of travel, M&IE will be pro-rotated appropriately).

PDC may require additional documentation to support requested travel expense reimbursement.

* CIBER should note that Portland, Oregon has an excellent regional public transit system (Tri-Met), including light rail transportation from the Portland International Airport (PDX) to downtown Portland. PDC strongly encourages the use of public transportation for all local transit related to the performance of work under this Contract.

E. **Contingency.** The PDC-controlled contingency for this Contract is not to exceed **$3,380**. At its sole and absolute discretion, PDC may allocate these funds as necessary as project risks and unknowns are discovered during performance of work under this Contract.

F. **Total Cost of Services.** The following summarizes the total cost of services to complete all required tasks, activities and deliverables.

TOTAL COST OF SERVICES, SUMMARY	
A. Personnel Expenses	$622,720.00
B. Travel Expenses	$173,900
C. Contract Contingency	$3,380
Total Cost of Services:	**$800,000.00**

IV. REPRESENTATIVES OF THE PARTIES

PDC's Project Manager for this Contract (the "PDC Project Manager") will be John Cronise, or such other person as designated by the Manager of PDC's Project Management Office. The PDC Project Manager is authorized to approve work and billings hereunder and to carry out other PDC actions referred to herein, subject to PDC Board of Commissioner approval, as required, and other applicable policies and administrative rules specific to PDC.

CIBER's Project Manager (the "CIBER Project Manager") will be Sandra Phillips, or such other person(s) as designated in writing by the CIBER's Director of Business Services and approved by the PDC Project Management Office Manager.

V. BILLING AND PAYMENT PROCEDURE

a. The CIBER shall submit to the Commission for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Contract number
- Project phase(s) and number of hours each Contracted Personnel worked on each project phase
- Billing rate applied (not to exceed hourly rates as set forth in "Hourly Rate Schedule" in Section III.A above)
- Description of reimbursable expenses (not to exceed $173,900 in travel expenses limited in the manner described in Section III.D above)

b.   The form shall be determined by the Commission Project Manager. Invoices may be submitted monthly, or at such other interval as is specified by the Commission Project Manager.

c.   The Commission shall process payment in its normal course and manner for accounts payable, **NET 30 DAYS**.   Discounts offered by the CIBER for earlier payment are encouraged, but the Commission shall not be obligated to make payment in less than 30 days from the date the invoice is received.

VI. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC under this contract should be in electronic format on CD, DVD and/or e-mail, meeting the following criteria:

- Where possible, provide the native files in the original software program used (Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations); and,
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format, as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF document suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft documents should be forwarded in Microsoft WORD where possible. CIBER will also provide three (3) hard copies of any document, when requested by PDC.

EXHIBIT B

"BUSINESS INTELLIGENCE (BI) APPROACH AND METHODS"

Business Intelligence Strategy Approach (Overview)
The CIBER BI team will deliver this solution under the management of the CIBER PM Team and according to CIBER's proven project methodology. The solution will provide value early, align with the demanding schedules of PDC personnel, and allow PDC to absorb the organizational impact at an acceptable pace.

Phase One will focus on planning the program and aligning the resources within PDC and the CIBER teams with the program methodology and will conclude with a formal presentation to PDC on the potential benefits of Business Intelligence.

Phase Two will focus on reviewing the current architecture, proposed PDC architecture, available data sources and future business requirements definition. This phase will be a review of available documentation and collaborative discussion with PDC Stakeholders to identify future business intelligence efforts for consideration in the future architecture.

Phase Three, the most critical phase, establishes the foundation of the future architecture, business intelligence components, Master Data Considerations, and reporting considerations. The resulting deliverables will be the basis for the future Business Intelligence Strategy.

Phase Four builds upon the foundational solution established in Phases Two and Three while providing strategy and direction for a comprehensive Business Intelligence Strategy that leverages PDCs current strategic efforts and the Lawson ERP Solution components that will lead to a successful future implementation of the Business Intelligence Strategy.

Project Approach and Methodology
CIBER's BI Practice will provide a pre-phase presentation of approximately one (1) hour in length to PDC leadership and key stakeholders on business intelligence, the potential benefits of business intelligence, and why the strategy is being created.

CIBER's BI Practice will work with your technology team to confirm the PDC Business Intelligence architecture including both Lawson and Microsoft components by conducting and documenting an assessment (for confirmation purposes) of PDC's current (Draft/Conceptual) Business Intelligence Architecture with specific concentration on Integration into Lawson ERP solution, the implementation of Lawson Time Management and Lawson Budget and Planning modules and the use of current PDC technology preferences.

CIBER's BI Practice will evaluate existing documentation, conduct interviews with PDC business users on the strategic, tactical, and operational level decision-making needs as necessary and will include the following activities:

Review
Review PDC's Current Source Systems, Data Repositories and associated documentation such as ERDs, Process Diagrams, and other documentation as related to this project. CIBER will rely on PDC's documentation to identify current state information architecture and existing challenges. The following artifacts and access are expected to be available:

- Information Architecture current state diagrams
- Business Intelligence current state diagrams
- Available data models
- High level business model
- Access and interviews to current information personnel

In addition, PDC has agreed to make the following documents available

- Information Foundation project documentation and information relationships
- Enterprise Content Management (ECM) workflows for loans and grants that were a part of the project
- Enterprise Resource Planning (ERP) Lawson 9 Plus project process mapping and documentation

- Enterprise Architecture (EA) map and report
- Enterprise Resource Planning (ERP) Strategy

Analyze

- Perform Subject Area Analysis of current data (System by Repository by Subject)
- Perform Business Process Analysis of current BI/DW related processes (Business Process by System by Subject Area)
- Perform Report Analysis/Cataloging of current BI Reports and Report types (high level description and KPI definition only
- Perform User/Recipient needs analysis of BI/DW stakeholders for both requirements analysis and identification of knowledge transfer needs during implementation

Evaluate

- Evaluate, analyze, proposed conceptual BI/DW architecture, current PDC existing business processes, Subject Areas, and reports for appropriate solution fit and best practices
- Develop a list of PDC Business Intelligence Efforts that can be structured and phased in an order that meets PDC's goals and architectural efforts and strategy
- Create a GAP analysis of PDC's proposed architecture and the needs analysis to provide recommendations for client consideration of both Hardware and Software
- Provide Findings Document for client review and discussion

CIBER's BI Practice will create a (Draft/Physical) future state architecture for implementation based on PDC's goals and current business intelligence architectural principles as defined by PDC, the requirements analysis, defined business Intelligence efforts and CIBER'S assessment recommendations.

CIBER's BI Practice will create an appropriate, best practice-based Master Data Management (MDM) methodology for data governance that will support the overall business intelligence strategy document and will include, but not be limited to, the following:

- Identify the roles accountable for defining business rules and requirements for the purpose of improving data quality and reporting
- Identify and define standards and rules for accuracy and quality of data and data inputting
- Identify best practices around data owners and stewards for PDC to enforce common naming and data definitions for the same data used across multiple data marts and multiple business intelligence tools

CIBER's BI Practice will develop a strategy document that will drive how the business intelligence functionality will be rolled out to PDC that has the following characteristics:

- Identify efforts (e.g. implementing financial reporting) that meet pre-defined business requirements and provide recommended resources (personnel, estimated total cost, etc.) needed for each effort to occur while taking current PDC personnel resource constraints into consideration
- Reduce tool sets and data stores across PDC
- Demonstrate how business intelligence will improve PDC business processes and provide results
- Align with pre-defined priorities (see RFP Sections IV.A.3, and IV.A.5 of this RFP) with implementing business intelligence in parallel with the implementations of the Lawson Time Management module
- Define system sources for data quality
- Generate the most business value as early in the roll-out as possible for PDC
- Define metrics for how to measure business intelligence impact
- Provide PDC a single source for information
- For efforts that involve loans and financial data, the data, reporting, and documentation must comply with all appropriate guidelines and regulations
- Provide best practice time-to-delivery refreshing rates for data for all required levels within each effort
- Identify best practice historical data capabilities for each effort as appropriate
- Include dashboards and smart notifications as specific efforts or a part of multiple efforts

- Determine the default functionality of workflows as to whether they will exist in Lawson with Business Intelligence/Process Flow Integrator, or PDC's Enterprise Content Management (ECM) system, TRIM Context 6

CIBER's BI Practice will work with PDC to produce an implementation schedule with specific activities and resources and costs in which CIBER will:

- Refine/define additional Business and Technical Requirements for the Business Intelligence Solution based on the previous strategic requirements gathering effort during analysis.
- Joint Application Design of reports and Dashboards (Scorecards)
- Technical Design of reporting and dashboard (Scorecards)
- Design a PDC Master Data Management solution for the defined subject areas based on the previous analysis
- Build the architectural Interfaces, ETL solution and Business intelligence components necessary to implement PDCs vision and requirements.
- Build reports, Dashboards as defined to implement Business Intelligence Strategic, and Tactical measures for the defined user community and stakeholders as defined during analysis
- *Provide a presentation of approximately two (2) hours in length on the Draft Business Intelligence Roll-Out Strategy to PDC leadership and technical teams*

Work Approach

The Assessment and Strategic Plan of a Business Intelligence Architecture (and it's supporting foundational pillars) emphasizes organizational capabilities and/or competencies. Although there are subjective elements to an assessment, there is often tangible and physical evidence of whether such capabilities exist within an organization. This decomposition provides a proven framework to specify and communicate the results of the assessment project. Priorities, gaps, risks, constraints, opportunities, and resulting recommendations will be identified for each of these areas.

- Business Architecture Review

- Technical Architecture Review

- Information Architecture Review

The Business Architecture Review is to enable the open discussion of general requirements for the business organizations (stakeholders) with the goal of rapidly establishing a general understanding of the organizational structure, their goals, as well as the people, process and activities they conduct to achieve these goals. This provides the development team with a sound basis for understanding specific information requirements for the various needs of the organization

The Technology Architecture Review looks at current hardware, software and network infrastructure. The technical architecture assessment seeks to identify any technical risks or constraints with regard to performance, maintenance, scalability, data distribution, disaster recovery, and sizing. This assessment also seeks to identify opportunity to leverage the value of existing technical resources. Effective use of tools, technology, and their overall fit to the business and environments are examined

The Information Architecture Review includes an analysis of existing data structures from a conceptual and logical level, their feasibility, completeness, documentation, and fit to business requirements. The information architecture assessment also includes analysis of potential source data extractions and transformation, the methods and assumptions applied, and validation of mappings to business requirements.

CIBER's plan calls for the Business Intelligence Strategy Project to be performed over an 8 week period divided into four distinct phases with the final presentation given the following week.

Phase 1: Initiation

Phase 2: Current Architecture Assessment

Phase 3: Future State Architecture

Phase 4: Develop Strategic Plan and Roadmap

Phase 1: Initiation

To ensure that the project is executed most effectively and according to business priority, CIBER will work collaboratively with PDC, business unit liaisons and SMEs over a 1-2 day period in initial discovery and requirement sessions. In these sessions, the team will explore business strategy, fundamental business/organizational/architectural drivers, opportunities and requirements.

The result of this initial discovery approach is a project plan for the assessment and roadmap development that is sharply focused on high-value subject areas before a deeper level of analysis that will occur during the subsequent work. Key deliverables of the initial discovery process include:

- Review Business Drivers, Issues, Goals, Current Architecture and Requirements

- High level architectural principles relevant to the scope of the assessment that will serve to guide architectural recommendations

- Project plan for the assessment

- Refined scope of the assessment as well as clarification of intermediate deliverables.

- Initial current state findings that enable the team to prioritize based on high value assessment areas

Phase 2: Current Architecture and Requirements Definition

Once the initial discovery is completed, CIBER will proceed to gather further details and to refine understanding. To complete the more detailed analysis, CIBER will perform additional interviews and validation sessions with business stakeholders and technical subject matter experts to identify business intelligence efforts and to describe future architectural and technical requirements for those efforts.

Phase 2 will comprise a review, validation, and verification of the information assessed in Phase 1. Validation phone calls or short meetings (less than 15 minutes) may be required for each of the individuals interviewed during Phase 1. In addition, findings will be reviewed and validated with the PDC Project Team. This will require up to four hours of his or her time. Phase 2 will conclude with the delivery of the Documented Findings of the Assessment and future business and technical requirements for the identified Business Intelligence Efforts.

Requirements Model

The Business Requirements Model defines the level, prioritization, and associated breakdown of available "Functional" and "Non-Functional" requirements for the development of business intelligence components. Requirements were gathered and developed from a combination of business understanding, business direction, and requirement gathering sessions and are based on the High Level Business Requirements extracted from the original Scope of the project. Typically for the purposes of requirements gathering from the business, are the major components of Information Management and the BI/DW system that the business interfaces with: Data Sources, Subject Areas, Reports, Visualizations, and Stewardship considerations

Each level represents a layer of abstraction of the gathered requirements beginning with the high level business requirement as the root requirement. As requirements are "Leveled", the requirement takes on a new level of detail, more information is provided, and the Functional/Non-Functional details of the requirements begin to emerge providing both business and technical perspectives.

Phase 3: Future State Architecture

In Phase 3 CIBER will design the proposed future PDC Business Intelligence architecture. This architecture will be based on CIBER best practices and take into consideration the uniqueness of PDC's Business, Technical, and Data

Landscape discovered in the previous Phases as outlined in the Scope Section of this document. Additionally, a Gap analysis will be produced showing the current infrastructure, business processes and technology applicability to the future architecture.

Future State Architecture

The future state architecture will address Business Intelligence components, PDC technology preferences and integration of various business intelligence layers to the PDC as well as the current architectural gap analysis of those components.

Phase 4: Develop Strategic Plan

Phase 4 will comprise developing and documenting the Strategic Plan to improve Business Intelligence based on the Phase 3 future conceptual architecture. Phase Four will conclude with the delivery and presentation of the documented Strategic Plan.

CIBER will provide a gap analysis from current to future state and present recommended options to attain the future state incrementally based on CIBER best practices. CIBER will also provide PDC with an Implementation Plan showing activities, resources and costs for tactical and strategic milestones as based on the defined Business Intelligence efforts.

The assessment and roadmap will include the following:

- Address reporting from both an end user standpoint and internal management reporting.

- Outline the strategy, goals and objectives for ad hoc reporting as well as predefined reports delivered 'On Demand' or on a regular schedule

- Define tactical improvement plans that address immediate short-term improvements as well as improvements over time.

Strategic Plan and Roadmap

The Strategic Plan and Roadmap will address the specific BI programs and activities that must be accomplished to achieve the goals of the project. It will outline in detail the actions necessary, goals, risks from both a tactical and strategic time frame to implement various components of the BI Program.

Deliverables

Phase	Deliverable	Description
Phase 1	Pre-Phase Presentation on Business Intelligence	CIBER will provide a pre-phase presentation of approximately one (1) hour in length to PDC leadership and key stakeholders on business intelligence, the potential benefits of business intelligence, and why the strategy is being created
Phase 2	Findings Document	A document presented in Microsoft Word which is intended to validate the CIBER team's understanding of the existing environment Tactical and Strategic Recommendations based on CIBER best practices
Phase 2	Draft Business Requirements for each Business Intelligence effort	A draft document for review presented in Microsoft Word that contains the High Level (Strategic) Measures and KPI's, Business Rules and subject areas for reporting needs.
Phase 2	Final Business Requirements for each Business Intelligence effort	A document presented in Microsoft Word that contains the High Level (Strategic) Measures and KPI's, Business Rules and subject areas for reporting needs

Phase	Deliverable	Description
Phase 3	Draft Master Data Management (MDM) Methodology	A draft document for review presented in Microsoft Word describing the options and subject areas related to a PDC master Data Management Plan
Phase 3	Draft PDC Business Intelligence Architecture	A draft document for review presented in Microsoft Word that described the future proposed Business Intelligence Architecture based on CIBER recommendations, PDC technological preferences and stakeholder requirements
Phase 3	Final Master Data Management (MDM) Methodology	A document presented in Microsoft Word describing the options and subject areas related to a PDC master Data Management Plan
Phase 4	Draft Business Intelligence Rollout Strategy	A draft document for review presented in Microsoft Word which covers the following areas: • Future State Requirements and Architecture • Business Intelligence efforts • Gap Analysis between current and future state • Tactical and Strategic Recommendations based on CIBER best practices • Associated Goals and Risks • Implementation Schedule, Resourcing and Costs
Phase 4	Presentation on Draft Business Intelligence Project Roll-Out Strategy	A PowerPoint presentation describing project goals, work approach, architecture and Strategic Plan
Phase 4	Final Business Intelligence Project Roll-Out Strategy	A document presented in Microsoft Word which covers the following areas: • Future State Requirements and Architecture • Business Intelligence efforts • Gap Analysis between current and future state • Tactical and Strategic Recommendations based on CIBER best practices • Associated Goals and Risks • Implementation Schedule, Resourcing and Costs
Phase 4	Final Business Intelligence Architecture	A document presented in Microsoft Visio that conceptually describes the Future Integrated Business Intelligence Architecture, Its components and integration into PDC

EXHIBIT C

"LAWSON TIME MANAGEMENT MODULE APPROACH AND METHODS"

Project Team Training

CIBER's proposal includes training that is recommended in order to implement the products that PDC is implementing. All training will be conducted on-site at the PDC facility. On-site training attendance is limited to a maximum of ten people per class. On-site training requires a facility conducive to providing the proper learning environment. Some preparation will be necessary for the on-site training to occur. The CIBER Application Consultant will work with Client's Project Manager to coordinate this activity.

On-site classes at the Portland Development Commission facilities will require one workstation per two attendees; that the training system is prepared with data; that the system is stable; and that an IS representative from PDC is responsible for administering the system is onsite for the duration of the class in case of system problems.

Business Requirements/Design Session

CIBER will work with PDC to determine an outline of the major requirement elements required to successfully implement Lawson TM. These elements include:

- High level Lawson Time Management implementation objectives
- Key Lawson TM user groups
- Time Reporting, Approval and Posting Process flow objectives
- Reporting
- Specific data requirements
- Integration Requirements

Understanding the requirements in this initial stage tends to reduce the time spent later in the design and model phase.
The design and configuration decisions for the TM solution will be made with the assistance of key decision makers and business representatives within PDC. CIBER's Project Manager and Consultants will lead Portland Development Commission through an agenda, which will cover all regions of the applications. The deliverable from the session will be an application design document, which documents all design and configuration decisions.

System Administrator Training

The System Administrator Training Course provides a detailed understanding of the roles and responsibilities of the Lawson TM System Administrator. Students who successfully complete the course will be taught how to set up and maintain the following:

- User and client accounts
- Permission sets for security
- Reports
- Configuration of application attributes
- Resource transfer schedules
- Scheduled action utility
- Report server
- Many Others

Preliminary Configuration of Lawson Time Management

The CIBER TM consultant and the System Administrator will walk through the Design Configuration Worksheet completed in the Application Design Session. The System Administrator will begin configuring the database using the lessons taught in the System Administrator Training Course. At the conclusion of this step, the System Administrator will have enough experience to add or modify certain configuration settings.

Conference Room Pilot

The Conference Room Pilot enhances the understanding of Lawson applications by building and testing a proof of concept for the structuring and processing decisions identified. This step is planned at this stage of the project in

order to assure the team that the planned implementation effectively addresses the business issues in a hands-on environment. CIBER consultants will assist the PDC Project Team in identifying and developing appropriate data sets and controls for a prototype system. In addition, CIBER will review and analyze the results with the Project Team to assess adjustments to system setup, procedures and policies. The PDC and CIBER Project Team will jointly be responsible for preparing and documenting system setup, test data, expected results and actual results.

End User Training
During most implementations, the standard training guide is split into a number of role-based courses (i.e., time reporting, time approval, payroll processing, etc.). Each class focuses solely on the individual's responsibilities. Once the training documentation is broken down into individual courses, specific company procedures are added to the manual. Therefore, end-users will receive a relevant training course rather than a generic course.

The pilot end-users will be taught according to the course outline defined in the previous step. End users will be training during this phase of the implementation. CIBER TM or client resources may be used as trainers. It is recommended that client trainers complete the CIBER TM train the trainer program prior to training. Training agendas will be defined as part of the Training Plan task. Training guides should have been developed during the Design Phase. Training should be scheduled within two weeks of rollout to ensure students do not forget any information prior to using the production application.

Post Go-Live Support
Together we confirm that the production system is functioning correctly as cut over procedures are completed, resolve issues that result from the cut-over, and first live processes, and define long-term support strategies as requested by PDC.

PROJECT DEFINITION AND SCOPE
Based on CIBER's experience and the high level information that has been shared with us by PDC, CIBER recognizes the following implementation considerations.

CIBER shall develop and implement the Lawson Time Management module within PDC's Lawson system and associated processes, which will include the following characteristics:

1. Delivering the Time Management system integrated with the product mix defined in 'EXHIBIT A' of PDC's RFP #09-09, leveraging all necessary native Lawson delivered integration points and functionality. Any other product implementation activities defined in the RFP shall be the responsibility of CIBER.

2. Delivering the Time Management system leveraging either the native Time Management stand-alone UI OR delivering this system to be accessed via the Lawson Portal via the native Lawson delivered portal content functionality. This estimate does not include scope to provide any custom web integration or alternative UI to those delivered by Lawson Software natively with TM.

3. Delivering the Time Management system integrated with the Lawson GL system via the native Lawson delivered integration. This integration provides necessary support of PDC's Chart of Accounts, assuming it is stored in the Lawson GL system and not a third party system.

4. Delivering the Time Management system integrated with the AC system via Lawson Software's delivered native integration and shall provide for current and future expansion of the AC system assuming the AC system is the master system of record for all Activity Data.

5. Delivering the Time Management system integrated with the AC system and shall provide for current and future expansion of the AC system via Lawson Software's delivered native integration assuming the AC system is the master system of record for all Activity Data. In response to this question it is assumed that the AC system shall be the master system of record for in-house development object data. If PDC is requesting integration to a 3rd party (non-Lawson) data source where in-house development object data is managed this will require a scope change.

6. Providing necessary business requirements and application design activities (As-Is and To-Be) which will include the best practice implementation knowledge of both system and business process aspects of Time Management which only CIBER TM consultants are uniquely able to provide.

7. It has been the experience of CIBER that a clean cutover without any historical data conversion is the preferred method of dealing with historical data. To that end this proposal assumes that no historical time data conversion shall be required.

8. Provides necessary business requirements and application design activities (As-Is and To-Be) which will include the best practice implementation knowledge of both system and business process aspects of Time Management which only CIBER TM consultants are uniquely able to provide. This assumes all aspects shall leverage the native Time Management security protocols, processes and functionality.

9. It has been the experience of CIBER that purging and archiving are not warranted in the near term based on the volume of data created by the Time Management system specifically (This assumption is based on best practice work with dozens of clients, many with extremely large Time user footprints). To that end it is the recommendation that any data archiving and purging of Time Management data be considered in a consolidated effort with the greater full Lawson data management strategy for all Lawson application data.

10. Includes necessary business requirements and application design activities (As-Is and To-Be) which will include the best practice implementation knowledge of both system and business process aspects of Time Management which only CIBER TM consultants are uniquely able to provide which shall include standardized timecard views which are configurable for different user communities based on criteria to be defined during design.

11. Provides native timeline and timecard audit tables with system administrator UI lookup access. These functions shall be available to PDC within the scope of this services proposal.

12. Provides native Absence Management integration, Absence request and approval functionality and ability to report time to available Leave Plan pay codes. These functions shall be available to PDC within the scope of this services proposal.

13. It has been the experience of CIBER that the internal Time Management approval engine is sufficient for defined client specific Time Approval flows. It is assumed that the implementation of process flow with Time Management specifically shall not be warranted (This assumption is based on best practice work with dozens of clients, many with extremely large Time user footprints). To that end, no effort has been included in this services proposal to address any work with process flow.

14. Includes necessary business requirements and application design activities (As-Is and To-Be) which will include the best practice implementation knowledge of both system and business process aspects of Time Management which only CIBER TM consultants are uniquely able to provide. This assumes all aspects shall leverage the native Time Management pay codes, pay code additional information, approval routing and policy engine enforcement be leveraged. The specific requirements of union contract policies shall be reviewed and implemented to the full extent of the native Lawson Time Management system's capabilities.

15. Develop functionality to calculate overtime and compensatory time within Lawson (currently handled in an Access database) – Some aspects of these calculations shall be handled via Payroll and some via leveraging the policy engine within Lawson Time Management natively. This services proposal scope includes necessary business requirements and application design activities (As-Is and To-Be) which will include the best practice implementation knowledge of both system and business process aspects of Time Management which only CIBER TM consultants are uniquely able to provide for compliance with overtime and compensatory time requirements based on native Lawson Time Management functionality.

16. The Time Management system provides several options for timecard views and data tracking which enable time reporters to track time against different roles. Different options shall be presented and considered during the implementation process. This services proposal scope includes necessary business requirements and application design activities (As-Is and To-Be) which will include the best practice implementation knowledge of both system and business process aspects of Time Management which only CIBER TM consultants are uniquely able to provide for "acting" position role time tracking.

17. Includes necessary business requirements and application design activities (As-Is and To-Be) which will include the best practice implementation knowledge of both system and business process aspects of Time Management which only CIBER TM consultants are uniquely able to provide for compliance with FLSA based on native Lawson Time Management functionality.

18. Includes delivering the Time Management system integrated with the Lawson Absence Management system via Lawson Software's delivered native integration.

19. In order to leverage the out of the box Lawson delivered native integration with Lawson HR/Payroll the Lawson TM software assumes that the Lawson HR11 program shall be the master system of record for all time reporter master data. Assuming temporary staff data is maintained in HR11 this services proposal includes the scope to allow for their time reporting leveraging native Lawson functionality. If this requirement indicates a need to integrate Lawson TM to a 3rd party (non-Lawson) system which will provide a separate source for temporary staff master data then this effort would be considered custom development and a separate scope of work will need to be defined after an appropriate discovery and requirements definition session has been conducted, requirements are agreed and custom development scope is defined. If that is the case a separate Statement of Work shall be produced to cover that effort when appropriate.

20. The requirement for ad hoc reporting shall be addressed by CIBER Resources in their scope. No CIBER scope has been defined in this proposal to address this requirement.

21. Incorporation of PDC's current reporting (approximately 10 reports shall be addressed by CIBER Resources in their scope. No CIBER scope has been defined in this proposal to address this requirement.

22. Standard and ad hoc reports for Payroll, HR, managers, and Budget shall be addressed by CIBER Resources in their scope. No CIBER scope has been defined in this proposal to address this requirement.

The effort defined in this document will provide PDC with access to all key functions within the Time Management application, including but not limited to the following scope for time reporting and approval processing:

1. One or multiple timecard views as determined by the client leveraging any combination of out of the box available attributes.

2. One or multiple timecard approval processing routes using the out of the box Time Management routing engine, as determined by the client

3. Full delivered proxy functionality for time reporting and time approval based on out of the box Time Management HR-11 supervisor logic.

4. If desired – Absence request processing and plan balance visibility

5. Configured attributes such as paycodes, etc.

6. Integration of out of the box employee/resource master data with Lawson HR.

7. Integration of out of the box financial master data with Lawson Financials.

8. Configuration of out of the box Smart Notification solution pack for T&E (Assuming the Portland Development Commission has LBI/Smart Notifications installed and functioning properly).

9. Implementation of a maximum of 3 standard corporate policies via the Time Management Policy Editor. (The definition of a standard policy is one that can be developed using the TM Policy Wizard or leveraging out of the box data objects. Additional requested policies, or those requiring extensive custom code, can be scoped on an as defined basis and appropriate SOW's created to cover the defined effort.)

10. Integration of time data with Lawson HR/Payroll and Lawson Financials for payroll and project accounting processing.

11. Automated real time management of key employee data between Lawson HR and Time Management as defined in the Lawson SA/T&E Interface Guide.

12. Automated real time management of key base financial data with Lawson Financials and Time Management as defined in the Lawson SA/T&E Interface Guide.

13. Ability for different business units to track time to strategic initiatives or IT activities as well as the standard payroll requirements to achieve a single source of time entry for all business units.

14. Implementation of Time Management user access via either the Lawson Portal or via the stand alone Time Management UI.

15. Approximately 220 users (time reporters, approvers and payroll processors) at full production rollout.

EXHIBIT D

"PERFORMANCE SCHEDULE"

ID	RFP #09-09 – Business Intelligence strategy, Lawson Time management, and Budget & Planning implementations	Start	Finish	Q4 09		Q1 10			Q2 10			Q3 10			Q4 10	
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	**Combined Project Timelines**	**11/23/2009**	**10/25/2010**													
2	**Business Intelligence Strategy**	**11/23/2009**	**1/25/2010**													
3	Phase 1: Project Initiation	11/23/2009	11/27/2009													
4	Phase 2: Current Architecture and Requirements Definition	11/30/2009	12/23/2009													
5	Phase 3: Future State Architecture	12/24/2009	1/7/2010													
6	Phase 4: Develop Strategic Plan and Implementation Schedule	1/8/2010	1/25/2010													
7	**Lawson Time Management**	**11/30/2009**	**3/19/2010**													
8	Project Planning Phase	11/30/2009	12/7/2009													
9	Solution Design Phase	12/8/2009	1/4/2010													
10	Configuration and Development Phase	12/8/2009	1/20/2010													
11	Testing & Quality Assurance Phase	1/7/2010	2/19/2010													
12	Activation Phase	2/22/2010	3/19/2010													
13	Go-Live	3/8/2010	3/8/2010													

EXHIBIT E

"INSURANCE REQUIREMENTS"

Prior to execution of this Contract, Contractor must provide PDC with adequate certificates of insurances, consistent with the following requirements. The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by PDC and/or the City of Portland shall not contribute to it.

During the term of this Contract, Contractor shall maintain in force at its own expense, each type of insurance noted below:

1. **Workers' Compensation insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

   ☒ Required and attached   or   ☐ Contractor is exempt.   Certified by Contractor: _____

   Signature/Title

2. **Commercial General Liability insurance** on an occurrence basis with a combined single limit of not less than **$3,000,000** each occurrence for bodily injury and property damage. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract. The coverage shall name **"The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees"** as Additional Insured with respect to the Contractor's services to be provided under this contract. Endorsement CG 20 10 11 85, or its equivalent, must be attached to the Certificate.

   ☒ Required and attached   or   ☐ Waived by Chief Financial Officer

3. **Automobile Liability insurance** with a combined single limit of not less than **$1,000,000** each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

   ☒ Required and attached   or   ☐ Waived by Chief Financial Officer

4. **Professional Liability insurance** with a combined single limit of not less than **$3,000,000** against liability for personal injury, death or damage of property, including loss of use thereof, arising from the Contractor's professional negligence, malpractice, errors or omissions in any way related to this contract.

   ☒ Required and attached   or   ☐ Waived by Chief Financial Officer

5. **Tail Coverage.** For Professional Liability written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, "tail" coverage will be required at the completion of the contract for a duration of twenty four (24) consecutive months. In lieu of "tail" coverage, continuous "claims made" liability coverage for a term of twenty four (24) consecutive months immediately following contract completion will be acceptable to PDC, provided the retroactive date of the coverage is on or before the effective date of this contract.

   ☒ Required and attached   or   ☐ Not Required

6. **All Types of Insurance.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without **30-days written notice** from the Contractor or its insurer(s) to PDC.

7. **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the PDC at the time, or prior to the time, Contractor returns signed contracts. The General Liability certificate shall name "**The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees"** as additional insured but only with respect to the Contractor's services to be provided under this Contract. **Endorsement CG 20 10 11 85** or its equivalent must be attached to the Certificate. Insuring companies or entities are subject to PDC acceptance. If requested, complete copies of the insurance policy shall be provided to the PDC. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6750

Title:

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH CIBER, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR THE ENTERPRISE RESOURCE PLANNING IMPLEMENTATION PHASE II PROJECT; IN AN AMOUNT NOT TO EXCEED $800,000
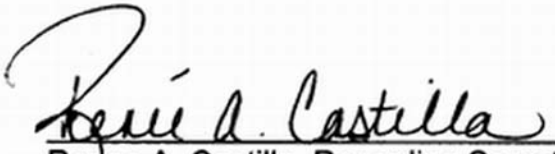
Adopted by the Portland Development Commission on <u>November 10, 2009.</u>

PRESENT FOR VOTE	COMMISSIONERS	VOTE Yea	VOTE Nay	VOTE Abstain
☒	Chair Scott Andrews	☒	☐	☐
☒	Commissioner Bertha Ferrán	☒	☐	☐
☒	Commissioner John Mohlis	☒	☐	☐
☐	Commissioner Steven Straus	☐	☐	☐
☒	Commissioner Charles Wilhoite	☒	☐	☐
☐ **Consent Agenda**		☒ **Regular Agenda**		

Certification

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.

Renee A. Castilla, Recording Secretary

Date: <u>November 19, 2009</u>