## AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES CONTRACT NO. SHORT TITLE OF WORK PROJECT: Quality Assurance Services

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Cit Com Inc., hereafter called Contractor. The City's Project Manager for this contract is Mark Liewergen.

#### **Effective Date and Duration** This contract shall become effective on April 3<sup>rd</sup>, 2008 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on December 31, 2011. Statement of Work The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof. (a) (b) The delivery schedule for the work is identified in EXHIBIT A and is part of the statement of work. Consideration City agrees to pay Contractor a sum not to exceed \$396,562.50 for accomplishment of the work. (a) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A. (b) Terms and conditions listed on pages 2 - 4. CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE Name (please print): Cit Com Inc. Address: PO Box 890513, Temecula, CA 92589-0513 Social Security #: N/A Federal Tax ID #: 88-0654338 State Tax ID #: Business License #697532 Citizenship: N/A Nonresident alien Yes Business Designation (check one): Individual Sole Proprietorship Partnership X Corporation Public Service Corp. Limited Liability Co (LLC) Estate/Trust 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 2-4 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 Affirmative Action Employer and is in compliance with the Equal Benefits Program 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: CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:		
	Elected Official or Delegate	Date
Approved by City Auditor:	City Auditor	Date
Approved as to Form by City Attorney:		<del></del>
	Office of City Attorney	Date

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# CITY OF PORTLAND STANDARD CONTRACT PROVISIONS FOR PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)

#### 1. Access to Records

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

#### 2. Audits

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement 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 City.
- (c) If any audit shows performance of services is not efficient in accordance with <u>Government Auditing Standards</u>, or that the program is not effective in accordance with <u>Government Auditing Standards</u>, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

#### 3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) 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. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

#### 5. Early Termination of Agreement

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement 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 the Agreement 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 Agreement hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 5(c), Early Termination of Agreement hereof, by the Contractor due to a breach by the City, then the City 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 Agreement hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), Remedies.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

#### Remedies

- (a) In the event of termination under subsection 5(c), Early Termination of Agreement, hereof, by the City due to a breach by the Contractor, then the City 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 City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), Early Termination of Agreement and section 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 agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees

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that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

#### 9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

## 9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its 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 agreement.

#### 9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its 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 subconsultants, agents or employees in performance of professional services under this agreement.

#### 9c. 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.

#### 10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

## 11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire" the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### 15. Waiver

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

#### 16. 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.

## 17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

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#### 18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

#### 19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

#### 20. Prohibited Interest

- (a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

#### 21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

#### Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES 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.

#### **OPTIONAL PROVISIONS** (selected by City Project Manager)

## 22. Arbitration: /\_X\_\_/ Not Applicable /\_\_\_/ Applicable (consult with City Attorney's Office before finalizing as applicable)

- (a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.
- (b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

#### 23. Progress Reports: /\_X\_/ Applicable /\_\_/ Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

## 24. Contractor's Personnel: /\_X\_/ Applicable /\_\_/ Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the City.

#### 25. Subcontractors: / / Applicable / X / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

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## AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES EXHIBIT A

Statement of the Work and Payment Schedule

# **Public Safety Systems Revitalization project (PSSRP) – Quality Assurance Services RFP – BTS-008**

## Statement of Work

## I. Project Oversight/Quality Assurance:

Cit Com will use its standard methodology to provide Project Oversight/QualityAssurance ("QA"). As part of this engagement Cit Com will conduct three types of reviews:

- 1. Project Management Review: Evaluate the project management approach of the project
- 2. Project Deliverables Review: Review the project deliverable documents
- 3. Project Focus Areas Review: Review specific focus areas relevant to the current phase of the project

## A. Project Assessment Management Methodology

It is our practice to maintain open communications throughout the project to ensure that there are no "surprises," and that we are meeting stakeholder expectations on the successful completion of each assessment. We anticipate meeting with the project management and executive teams on a regular basis to provide project status updates, obtain input, facilitate consensus building and conduct other appropriate planning and management activities.

Throughout the project, Cit Com will provide written project review reports. We request that the client provide the following overall project roles and responsibilities:

- Provide pertinent project lifecycle status, issues and risks identification as well as project team documentation
- Schedule and attend presentation/discussion sessions
- Assist in managing project stakeholder expectations
- Review and participate in the development of project assessment deliverables to ensure successful project outcomes.

## B. Project Work Plan

Cit Com's assessment approach for each individual project and project office review includes two major components, which will include an analysis of the project management approach and the project deliverable.

## C. Internal Quality Assurance

Cit Com will ensure quality of service through an internal, independent top-down quality assurance and technical review process. Executives from outside the immediate Cit Com project team will conduct periodic reviews of project's progress and the key deliverables, thereby

ensuring quality to Cit Com's business and technical assessments and recommendations. Cit Com will share these results with the PSSRP Project Office manager and if requested, with the Executive Committee.

## II. Project Management Review

Cit Com will utilize a structure based on PMI's Project Management Body of Knowledge (PMBOK) knowledge areas. These knowledge areas are:

ProjectIntegration

Project Cost

Project Communication

Project Scope

Project Quality

Project Risk

Project Time

 Project Human Resources Project Procurement

1) Project Integration

- a) *Project Plan Development* Taking the results of other planning processes and putting them into a consistent, coherent document.
- b) *Project Plan Execution* Carrying out the project plan by coordinating, directing, and performing the activities included therein.
- c) Overall Change Control Coordinating changes across the entire project.

## 2) Project Scope

- a) Project Initiation Committing the organization to begin the project.
- b) Project Scope Planning Developing a written scope statement as the basis for future project decisions.
- c) Project Scope Definition Subdividing the major project deliverables into smaller, more manageable components.
- d) Project Scope Verification Formal acceptance of the project scope.
- e) Project Scope Change Control Controlling changes to the project scope.

## 3) Project Time

- a) Task Definition Identifying the specific activities that must be performed in order to produce the various project deliverables.
- b) Activity Sequencing Identifying and documenting interactive dependencies.
- c) Activity Duration Estimating Estimating the number of work periods that will be needed to complete individual activities.
- d) Project Schedule Analyzing activity sequences, activity durations, and resource requirements to create the project schedule.
- e) Project Schedule Control Controlling changes to the project schedule.

## 4) Project Cost

a) Resource Planning - Determining what types of resources and what quantities of each type should be used to perform project activities.

- b) Cost Estimating Developing approximate costs of the resources needed to complete project activities.
- c) Cost Budgeting Allocating the overall cost estimate to individual work items.
- d) Cost Control Controlling changes to the project budget.

## 5) Project Quality

- a) Quality Planning/Quality Assurance Identifying which quality standards are relevant to the project and determining how to satisfy them.
- b) Quality Control Monitoring specific project results to determine if they comply with relevant quality standards.

## 6) Project Human Resources

- a) Organization Planning Identifying, documenting, and assigning project roles, responsibilities, and reporting relationships.
- b) Staff Acquisition Getting the human resources needed assigned to, and working on, the project.
- c) Team Development Developing individual and group skills to enhance project performance.

## 7) Project Communications

- a) Project Communications Planning Determining the information and communications needs of the stakeholders: who needs what information, when will they need it, and how will it be given to them.
- b) Information Distribution Making needed information available to project stakeholders in a timely manner.
- c) Performance Reporting Collecting and disseminating performance information.
- d) Administrative Closure Administrative closure involves generating, gathering, and disseminating information to formalize phase or project completion.

#### 8) Project Risk

- a) Risk Identification/Quantification Determining which risks are likely to affect the project, documenting the characteristics of each risk, and evaluating risks and risk interactions to assess the range of possible project outcomes.
- b) Risk Response Development Defining enhancement steps for opportunities and responses to threats.
- c) Risk Response Control Responding to changes in risk over the course of the project.

## 9) Project Procurement

- a) Project Planning, Solicitation Planning, Solicitation, Source Selection Determining what to procure and when to procure, documenting product requirements, and obtaining quotations, bids, offers, or proposals as appropriate.
- b) Contract Administration Ensuring that the seller's performance meets contractual requirements.
- c) Contract Close-out Completion and settlement of the contract, including resolution of any open items.

## Project Management Assessment Report

For each project management knowledge area listed above, Cit Com will describe the approach adopted by the project, a rating of that approach and recommendations (as appropriate). The information will be provided in a report to the City. An example of the report can be found as exhibits #1-4.

- Approach & Findings— A brief description of the project's approach to each PMI knowledge area and findings regarding the approach.
- Rating Rating the approach based upon PMI standards. The assessment ratings for each knowledge area are considered in combination to generate an overall rating for the project that is identified in the executive summary of the assessment report.
  - ✓ *Excellent*: The approach *exceeds* the standard. Recommendations for knowledge areas assigned this rating would enhance the approach.
  - ✓ Acceptable: The approach *meets* the standard, and does not currently present any significant project risks. Recommendations for knowledge areas assigned this rating should be carefully considered to minimize risks to the project in future periods.
  - ✓ Caution: The approach is not clearly defined, and/or presents a *risk* to the project. Recommendations for knowledge areas assigned this rating are important for ensure optimal project operation.
  - ✓ Risk Alert: The approach presents serious risks to the project and requires immediate attention. Recommendations for knowledge areas assigned this rating are essential for mitigating project risk.
  - ✓ Not Applicable: The knowledge area does not apply to the review period.
- **Recommendations** Cit Com's recommendations for improvement and risk mitigation.

## III. Project Deliverables Review

In addition to evaluating the project management approach, Cit Com will review in-process and completed deliverable documents for each monthly assessment period. Deliverable documents will be reviewed according to the following guidelines:

#### In-Process Deliverables:

- Are in-process deliverables on schedule?
- Have there been any changes in the scope or direction of project deliverables, and if so, have they been adequately documented?
- Are in-process deliverables consistent with identified business and system requirements?
- Will the in-process deliverables meet the needs of subsequent phases?

## Completed Deliverables:

- Are completed deliverables delivered on schedule?
- Are completed deliverables consistent with identified business and system requirements?

- Are completed deliverables comprehensive and adequately documented?
- Will the completed deliverables meet the needs of subsequent phases?
- Is there any scope (or functionality) that has been omitted and any adverse consequences due to the omission?

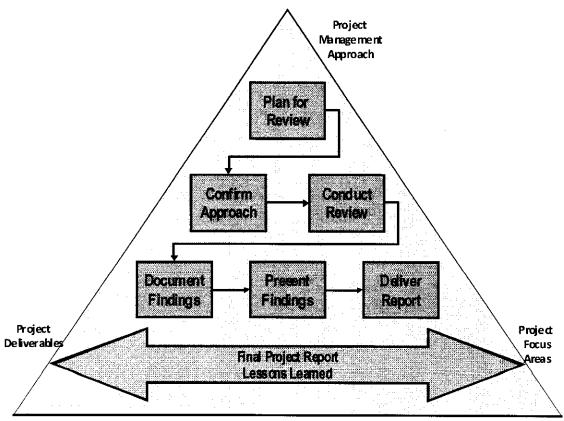
Deliverable documents to be reviewed include those identified in the Requirements, Design, Test Plans, and Implementation Plan documents, as well as other significant deliverables to be provided by either the vendor or the client project team (e.g., Project Work plan, Quality Management Plan or processes, Communication Plan, and Deployment Plan).

## IV. Project Focus Areas Review

For each review period, Cit Com will independently assess specific project efforts and results in two to three focus areas. We will leverage our complete access to SEARCH subject matter experts (and others, as needed) to help identify those areas of risk that should be addressed relevant to each phase. Potential focus areas may include technical viability and scalability, deployment strategies and maintenance considerations. The focus areas identified for risk assessment will be confirmed with the City during each monthly review period planning meeting and assessed during the course of the review period. We will use Subject Matter Experts with specific expertise to provide risk assessments of proposed technical solutions and any other identified areas of concern.

## V. Project Assessment Work Plan

As part of the Project Management Review, Cit Com will conduct three types of reviews for each designated Phase of the Project:



- 1. **Initial Review:** The focus of the initial assessment will be on project set-up (scoping and planning), architectural issues around the base application and delivery of functional requirements.
- 2. **Periodic Reviews:** The focus will then shift during the periodic reviews to application delivery issues and technology rollout, and then to more implementation-oriented issues such as application testing and piloting.
- 3. **Final Review:** The final project assessment will focus on overall project effectiveness, knowledge transfer and "lessons learned" so that this can be incorporated into subsequent project execution plans.

## Phase I - Project Assessment Review Planning

Step 1. Conduct Project Assessment Planning Meeting.

To ensure understanding of the role and activities of QA, Cit Com we will conduct a project assessment planning meeting with project managers, and others as appropriate. At the project assessment planning meeting, we will review the project approach, discuss roles and responsibilities, discuss key dates and milestones, and organize any additional project logistics. From the meeting, we will prepare an updated project work plan and schedule, which will include tasks, duration, work efforts and assignments. The work plan will guide the tasks undertaken throughout the project, and will provide a vehicle for the client to measure project progress.

## Cit Com Responsibilities:

- Project Assessment Planning Meeting Presentation
- Create MS-Project Schedule

## Phase II - Initial Project Assessment Review

Step 1. Conduct Initial Data Gathering

During this step the major project tasks/activities comprising the project's milestones will be defined. An example of a major milestone that might be appropriately audited: Cit Com will work with the client project team in establishing these criteria with the selected vendor. A clear understanding of milestones and deliverables will provide expertise to measure and manage the progress of the vendor.

Step 2. Review Initial Project Management Approach

For the initial review, Cit Com will fully evaluate the project management approach and provide a broad examination of potential project risks. We will utilize the structure described in Section II using the PMI framework to assess project management.

## Cit Com Responsibilities:

Assessment of project management approach including findings and recommendations.

Step 3. Review Initial Project Deliverables

For the initial review, Cit Com will independently assess the validity and thoroughness of each completed and in-process deliverable. Deliverables will be reviewed according to the guidelines defined in Section III.

## Cit Com Responsibilities:

Assessment of project deliverables including findings and recommendations.

Step 4. Develop and Present Findings and Recommendations

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Our approach to identifying and addressing findings is typically interactive and iterative. Based on the analysis conducted in the preceding two tasks, Cit Com will draft a summary of our findings and recommendations. The recommendations will provide the client with a clear understanding of the steps required to ensure project success. We will provide our findings to project managers and the Steering Committee for review and comment to ensure that they are apprised of all pertinent data related to our assessment. Based on any additional information obtained during the review and feedback process, we will make modifications to our draft findings and develop our Initial Review Report. Finally, to complete our review, we will make ourselves available to prepare and deliver a presentation of our findings and recommendations to stakeholders.

## Cit Com Responsibilities:

- Draft Initial Project Assessment Review Report
- Final Initial Project Assessment Review Report
- Presentation Slides of Initial Project Assessment Review
- Presentation and discussion of Initial Project Assessment Review Report

## Phase III - Continuous Monthly Project Assessment Reviews

In this phase, we will conduct monthly reviews, incorporating the following tasks as the project progresses. In addition, Cit Com will participate in status meetings with the project manager, vendor, and/or project team and review project progress.

## Step 1: Hold Formal Monthly Review Planning Meeting

As early as possible during each review period, a formal Review Planning Meeting will be held with key project stakeholders. This meeting will be used to discuss the upcoming review period, review key activities and associated dates, and define any specific areas of focus for the review period.

## **Cit Com Responsibilities:**

Update project plan review based on the results of the project plan analysis

## Step 2: Review Continuous Project Management Approach

During each review period, Cit Com will fully evaluate the project management approach of the project and provide a broad examination of potential project risks. We will again utilize the structure described in the Approach section using the PMI Framework.

## **Cit Com Responsibilities:**

 Project management approach findings and recommendations incorporated in presentations and reports.

## Step 3: Review Continuous Project Deliverables

Each monthly review period, we will independently assess the validity and thoroughness of each completed and in-process deliverable. Deliverables will be reviewed according to the guidelines defined in the Cit Com's Approach section (above).

## Cit Com Responsibilities:

 Project deliverables findings and recommendations incorporated in presentations and reports.

## Step 4: Develop and Present Findings and Recommendations

Our approach to identifying and addressing findings is typically interactive and iterative. Based on the analysis conducted in the preceding three tasks, we will draft a summary of our review findings and recommendations. The recommendations will provide client management with a clear understanding of the steps required to ensure project success. We will provide our findings to project managers and the Steering Committee for review and comment to ensure that they are apprised of all pertinent data related to our assessment. Based on any additional information obtained during the review and feedback process, we will make modifications to our draft findings and develop our Monthly Review Report. Finally, to complete our review, we will be available to prepare and deliver a presentation of our findings and recommendations to appropriate stakeholders.

## Cit Com Responsibilities:

- Draft Monthly Project Assessment Review Report
- Final Monthly Project Assessment Review Report
- Presentation Slides of Periodic Project Assessment
- Presentation and discussion of Monthly Project Assessment Review Report.

## Step 5: Review Focus Areas

There are numerous risks in any complex endeavor and independent review of the project management approach and contracted project deliverables cover many of these risk areas. However, as a project moves through various phases: planning, analysis, design, development, testing, implementation, and support activities, these stages bring additional types of technical and implementation risk. For each review period, we will independently assess specific project efforts and results in two to three focus areas. We will leverage our subject matter experts and experience in public safety to help identify those areas of risk that should be addressed relevant to each phase. Potential focus areas could include technical viability and scalability, deployment strategies, maintenance considerations, and many others. The identified focus areas will be confirmed during each review period planning meeting and assessed during the course of the review period.

## Cit Com Responsibilities:

Focus Areas findings and recommendations incorporated in presentations and reports.

Step 6: Assist city staff

Assist City Staff in the development of various Requests for Proposals, for acquisition of professional services for requirements analysis, assistance with software selection and implementation support. Review proposed contracts with consulting firms for delivery of expert advice on risk mitigation within contract structure.

## VI - Final Project Assessment Review

In this phase, we will conduct a Final Project Assessment Review. The purpose of this Final Review will be to determine if the project's objectives have been met and to identify any "lessons learned." The final review will include the following tasks:

Step 1: Final Review Planning Meeting

As with monthly review periods, Cit Com will hold a project assessment-planning meeting with key project stakeholders early in the final review period. This meeting would be used to discuss the final review period and review key activities and associated dates.

## Cit Com Responsibilities:

Update project plan and schedule based on the results of the meeting.

Step 2: Review Final Project Management Approach

For the final review, Cit Com will evaluate the project management approach of the project with the goal of seeking closure to all issues addressed over the course of the project. As earlier, we will continue to utilize the PMI framework to facilitate the summary of all project areas.

## Cit Com Responsibilities:

 Final project management approach findings and recommendations incorporated into presentations and reports.

Step 3: Review Final Project Deliverables

The final project deliverables will be completed during or prior to this phase of project assessment. As the project nears completion it is important that a full and clear understanding be reached regarding all project deliverables. For example, the following questions must be addressed before the project can move forward to the next phase (i.e., ongoing maintenance):

- Were project objectives fully met by the accepted project deliverables?
- Did the vendor deliver all project deliverables specified in the contract? If not, why and what was the impact?
- Were any project deliverables rejected or not accepted? If so, why?
- Were all changes, if any, to the scope of the contract services documented?

## Cit Com Responsibilities:

 Project deliverables findings and recommendations incorporated into presentations and reports.

EXHIBIT A REV 06/07

Step 4: Develop and Present Final Assessment Findings and Recommendations

The final presentation of this Independent Project Assessment will incorporate the "lessons learned" (how the project could have been conducted more efficiently or effectively) and other analyses conducted during the period into a presentation to project management, Steering Committee, and other interested stakeholders. As key decision makers within the client organization, the members of the Steering Committee can then implement these "lessons learned" on other internal projects, establish agency standards and policies and better represent the project to external entities.

Similar to the monthly reviews, Cit Com anticipates providing a draft of our "lessons learned" to project management for review and comment. Based on any additional information obtained during the review and feedback process, we would develop our Final Review Report. The last step in the review would be the presentation of our findings and recommendations to the Steering Committee.

## **Cit Com Responsibilities:**

- Draft Final Project Assessment Review Report
- Final Project Assessment Review Report
- Presentation Slides of Final Project Assessment
- Presentation and discussion of Final Project Assessment Review Report.

The engagement is anticipated to begin February 4th, 2008 and end December 31<sup>st</sup> 2011.

## **Project Value assumptions**

ID	Team Member		4 Year Project		2 (25) 2 (25)	
	and Subsequently Andreas		Hours	reacc		
1	Account	480	950	\$225	\$108,000	\$213,750
	Manager/Primary					
	Consultant					
2	Secondary Consultant	240	480	\$225	554,000	\$108,000
3	Subject Matter Expert	240	450	\$225	\$54,000	\$101,250
				Total	\$216,000	\$396,562.50

The Project Milestone payment schedule below is based on the Project Value assumptions table above specifying the four year cost.

## Milestone Payment Schedule:

Payment Milestone #, and month end payment date	Description	Amount of payment
#1 – April 2008	Begin Phase 1 and 2. Create draft monthly status reports for April and present to Executive Committee for acceptance.	\$8,812.50
#2 – May 2008	Complete phase 1 and 2. Complete monthly status report and present to the Executive Committee for acceptance.	\$8,812.50
#3-45 – June 2008- December 2011	On a monthly basis, complete phase III deliverables. Complete monthly status report and present to the Executive Committee for acceptance.	\$8,812.50 per month
Total contract payments not to exceed.		\$396,562.50

## **Engagement Team:**

The core engagement team will consist of William Romesburg and Kevin Kearns supported by Subject Matter Experts Ms. Kelly J. Harris and Dan Hawkins.

The addition of other supporting staff is at the discretion of William Romesburg. If a core engagement team member is to be replaced, the City of Portland would like the opportunity to review the resume and references of the candidate.

## Exhibits 1-4

Technology

Appropriateness

#### Project Assessment—Executive Summary Each finding is outlined in detail with specific recommendations in the report. **Risk Alert** Caution (critical issues exist (some issues exist) or potentially exist) **Executive Support** (A1. Strong executive support **Business** Committed (A2. High level of business involvement) Business involvement Goals Project sponsorship (A3. Well respected program leader) and **Business Value** (A4. Business value success measures not defined) Measures (A5. Incentives not aligned with business value) Alignment Incentives (A6. Managing to cost measures) Other (B1. Good project due diligence) **Project Governance** (B2. Independent project review) Review Project (B3. Project roles not clearly defined) Roles Organization Change Management ▲ (B4. Communication of change management plan lacking) and (B5. Knowledge transfer plan) Technology transfer Governance Communications (B6. Communications plan lacking) (B7. Positive expectation of change Environment **Budget and schedule:** (C1. Widespread product acceptance) (C2. Experienced system integrator) Budget (C3. Additional budget review required) Schedule Scope (C4. Data cleansing outside project plan) Project (C5. Unclear roles for setting technology standard Resources Management Skills (C6. Overall resource plan lacking) Roles

(C7. Potential for resource conflict)

(C8, Use of strategic technology)

## Exhibit # 2 - Project Assessment—Summary

# Project Assessment—Summary Each finding is outlined in detail with specific recommendations in the report.

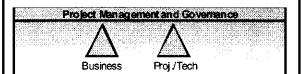
	medium risk and focus low/no risk/focus	Business/ Process	Project/ Technical	Summary of Findings
Objectives	Project objectives consistently understood     Project objectives measurable     Project objectives realistic/achievable     Key stakeholder expectations are aligned with project goals     Process improvements identified/accepted     Design finalized/accepted		n/a	1. Excellent communications and executive/business involvement 2. Business metrics are still not discretely defined (measurable) 3. Stated objectives are realistic and explicitly upheld as default objective 4. Businesses fully embrace stated objectives and are actively working together to achieve success; high level of explicit executive support 5. High energy and excitement displayed for process improvements 6. Business rule/procedure not complete; xxx work outstanding
B. Project Management	7. Project scope is managed and communicated 8. XXX project integrated with rest of enterprise 9. Change management/enterprise awareness 10. Project schedule is achievable 11. Project change control disciplines adopted 12. Business project plans integrated 13. Data integrity/remediation reqmts. identified 14. Necessary resources committed 15. Quality is assured	n/a	n/a	7. Tight controls evident over scope  8. Many other initiatives underway are not fully integrated  9. Robust program tested for effectiveness  10. Schedule is reasonable; resources will be stretched in Jan/Feb  11. Need tighter controls and expanded role of PMO for vetting  12. Businesses, through xxx are keeping abreast of their business plans  13. Integrity of data, and "one-truth" will be a challenge through go live  14. They are committed, but can't empirically determine if conflicts exist  15. Modifications are outside of xxx control; will affect upgrade strategy
Preparation	16. Testing requirements defined/communicated 17. Training requirements defined/communicated and committed 18. Technical infrastructure meets current and future requirements 19. Implementation/cut-over strategy defined and communicated 20. Contingency plans identified	n/a	<b>△ ▲ ▲</b>	16. Everyone aware of effort needed, but have not yet internalized 17. Well documented and communicated; commitment is made, but resources may be over-extended 18. Tech. team has demonstrated strong infrastructure and future concer 19. Rollout strategy not clearly defined; data cut-over not finalized (proce expert "feet on the street" for go live support is great idea) 20. Quality time is necessary to finalize key business contingencies

## Exhibit #3 - Project Assessment—Example Body of Report

## Project Assessment—Body of Report Each finding is discussed in detail with Cit Com research backup as needed.

## Knowledge Area

14. Necessary resources committed



## Approach & Findings

- Cit Com found that all groups are committed to the successful implementation of this project—whatever it takes. However, the organization is running this on pure determination and would be unable to sustain the commitments in the event of a business crisis or serious business distraction.
- Resource commitments in MS-Project appear inconsistent (some exceed 100 hrs/week)
- Lack of an integrated resource plan for the organization hinders the ability of management to quickly evaluate the impact of business prioritization decisions or alternate plans.
- Lack of an integrated plan has not been a significant problem to date, but remains an area of medium risk.

## Recommendations

- 1. The xxx team should work with the change management, training and testing teams to work up a mock resource requirement calendar for each business unit. The requirements should be laid out on a 'real calendar' so the business leaders will have the opportunity to internalize the resource requirements and specific timing. They will then be able to synchronize these requirements with those of their respective businesses (see Appendix X).
- 2. The business unit leaders need to internalize the mock calendars and raise any serious issues with the project team immediately so that a risk assessment and confingency plans can be developed. (see Appendix X).
- 3. The current MS-Project plan should be updated to reflect more accurate resource estimates (see Finding 10).

Exhibit # 4 - Project Assessment Check-List

	Typical Metric	Criteria		Yellow	
Pr	oject Initiation:				
1.	Did the Project Initiation Meeting occur?	Comprehensive agenda, minutes, and a list of attendees with titles and contact information.	(Yes)		(No)
2.	Is Executive sponsorship in place?	Name, title, reporting level in the organization, and specified roles and responsibilities.	(Yes)	(To Be Determined)	(No)
3.	Have the Stakeholders been identified in writing?	Names, titles, organization, reporting levels, and specified roles and responsibilities.	(Yes)	(To Be Determined)	(No)
	Does a complete and current project plan exist in writing?	Task names, duration, start and finish dates, dependencies, and resource names must be included in the plan.	(Yes)	(Developme nt)	(No)
5.	Is third party Project Assessment (Oversight/IV&V) needed?	Statement of Work must be developed jointly with the control agency.	(Yes)		(No)
6.	If Project Assessment needed, is it in place?	Statement of Work must be developed jointly with the control agency.	(In Place)		(Not in Place)
7.	Can project be delivered as approved?	Scope must be reasonable and project must be accomplished within the specified budget.	(Yes)	(Partial delivery)	(No)
8.	Is there a budget or expenditure tracking mechanism in place?		(Yes)	(In Progress)	(No)
9.	Is there an approved procurement plan?		(Yes)	(In Progress)	(No)
	Is there an approved communications plan?		(Yes)	(In Progress)	(No)
	Is a Risk Assessment and Risk Management plan in place?	The plan must follow the Risk Assessment Model.	(Yes)	(In Progress)	(No)
************	ne Management:			7.0	
12.	Is the project on schedule?		(On Schedule	(1-10% Behind Schedule)	(>10% Behind Schedul e)
13.	Will project meet the		(Yes)	(1-10%	(>10%

Territori Mateir	EARIBIT A			
Typical Metric	Criteria		Yellow	
deadline for the current phase?			Delay)	Delay)
14. How many milestones		(None)	(1 milestone	(More
have been missed?			missed)	than 1
				mileston
				e
				missed)
Scope Management:				
15. Is there a formal	Process defined and	(Yes)	(In	(No or
Change Management	documented with roles,		Progress)	In
Plan in place?	responsibilities, approval			Progress
	path, changes in project			for More
	risk assessment, etc.			Than 1
				Month)
16. Are the changes in		(Yes)	(Partially)	(No)
requirements				
achievable given the		]		
project scope, schedule,		İ		
and funding?		( .50()	(100( 150()	
17. What percentage of the		(<5%)	(10%-15%)	(>15%)
project scope has				
changed? 18. Does a formal issues		(Vas)	(T	(NI.)
		(Yes)	(In	(No)
management program exist that involves the			Progress)	
key decision makers				
and stakeholders?				
19. Is there a negative		(Low	(Medium	(High
impact to the project		Impact)	Impact)	Impact)
success due to		impuoti	Impacty	impact)
unresolved issues?				
Human Resource Managen	nent:			
20. Has an experienced		(Yes)	(In	(No)
project manager been			Progress)	
assigned to the project?				
21. Has there been a loss of		(<5%)	(5%-10%)	(>10%)
trained key project	i			, ,
management resources?				
22. Is the Project Manager		(Yes)	(No)	(More
the same as when the				than 1
project started?				change)
23. Is the Executive		(Yes)	(No)	(More
Sponsor the same as				than 1
when the project				change)
started?		(> (<0/>)	(220/ 552/)	( -2.2.2.)
24. What percentage of the		(>66%)	(33%-66%)	(<33%)
project team is trained in PMBOK standards?				
III FIVIDOR Standards?				

EXHIBIT A				
Typical Metric	Criteria		Yellow	
Cost Management:	Lorentz Company and Company and Company	33.00 (0.00 (0.00		
25. Percentage comparison		(<5%)	(5%-10%)	(>10%)
of actual project cost to				
estimated project cost				
variation.				
Procurement Management			100	
26. Is vendor performance		(High)	(Medium)	(Low)
in accordance with				
their contract and				
within acceptable limits?				
27. Is the procurement		(-50/	(50/ 100/	(>100/
process within		(<5%	(5%-10%	(>10%
schedule?		Delay)	Delay)	Delay)
28. Was the procurement		(Yes)		(No)
plan executed		(168)		(No)
properly?				
Communication Managem	ant.			
29. Are monthly project	Acknowledgement of	(Yes)	(In	(No)
status reports delivered	receipt and what is done	(TCS)	Progress)	(110)
to the Executive	with the report after		110g1633)	
Sponsor and control	receipt.			
agencies?				
30. Is the project plan	Task names, duration,	(Yes)		(No)
updated at least	start, stop, dependencies,			
monthly?	and responsibilities must			
	be updated regularly.			
31. Is there active	Periodic documented	(Yes)	(Sometime)	(No)
communication	meetings and action plans.		-	
between the Executive	These must also be			
Sponsor and the Project	communicated with			
Manager?	stakeholders.			
32. Are business users		(Yes)	(Sometime)	(No)
actively participating in				
the project?				
33. Are external		(Yes)	(In	(No)
dependencies			Progress)	
documented and agreed with an executive from				
the external entity?  34. Are issues discussed		(Vcc)	(Come at:)	(NI-)
with the project team		(Yes)	(Sometime)	(No)
and Executive Sponsor,				
at least monthly?				
35. Is the Project Steering		(Yes)	(Changes in	(No)
Committee actively		(103)	Staffing)	(INO)
engaged in the progress			Starring)	1
of the project?				
36. Are IV&V/Oversight	Meetings, agendas,	(Yes)	(Partial)	(No)
	<u> </u>		\ <i>y</i>	1 12.12/

Typical Metric	Criteria		Yellow	
45. Were the lessons		(Within 1	(31-60	(More
learned captured,		month)	Days)	Than 60
finalized and shared				Days)
with the control				
agencies within one				
month of the project				
close?				

## EXHIBIT B

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

CECT	MO	1
$\Delta E \cup L$	ELZIV.	<b>A</b>

CONTRACTOR CERTIFICATION I, undersigned, am authorized to	act on behalf of entity designated below, hereby certify that entity has
current Workers' Compensation Insurance.	, but the state of

	Contra	ctor Signature	Date	Entity
If e	entity doe remaind	s not have Workers' Compe er of this form.	ensation Insurance, City Projec	et Manager and Contractor complete
ORS ousine	ess entity tha	lependent contractor standards. A at performs labor or services for remains section are met. The contracted w	uneration shall be considered to perform t	pters 316, 656, 657, and 701, an individual or he labor or services as an "independent contracto
l. Th lal	ne individual oor or servic	or business entity providing the lab- es, subject only to the right of the pe	or or services is free from direction and corson for whom the labor or services are p	ontrol over the means and manner of providing the toylded to specify the desired results;
2. Th	ne individual cupation lice	or business entity providing labor o enses required by state law or local g	r services is responsible for obtaining all overnment ordinances for the individual	assumed business registrations or professional or business entity to conduct the business;
3. Th	e individual oor or servic	or business entity providing labor or es;	r services furnishes the tools or equipmen	t necessary for performance of the contracted
4. Th	e inđividual	or business entity providing labor or	r services has the authority to hire and fin	e employees to perform the labor or services;
5. Pa an	yment for th nual or perio	e labor or services is made upon condic retainer.	npletion of the performance of specific po	ortions of the project or is made on the basis of a
	City Pr	oject Manager Signature		Date
SECT	ION C			
ndepe	endent contr	actor certifies he/she meets the follow	wing standards:	
I. Th	e individual or or service	or business entity providing labor or es for which such registration is requ	services is registered under ORS Chapte ired;	r 701, <u>if</u> the individual or business entity provide
tax	deral and sta return were evious year;	filed for the previous year if the ind	the business or a business Schedule C or ividual or business entity performed labor	form Schedule F as part of the personal income r or services as an independent contractor in the
bu: bu: in :	siness. Exce siness entity	ept when an individual or business er performs farm labor or services that	are reportable on Schedule C, an individual	provided by an independently established on all income tax returns and the individual or all or business entity is considered to be engaged exist. Contractor check four or more of the
7	Α.	The labor or services are primari performs the labor or services, or as the location of the business;	ily carried out at a location that is separate r are primarily carried out in a specific po	e from the residence of an individual who rtion of the residence, which portion is set aside
<b>&gt;</b>	В.	Commercial advertising or busin the individual or business entity	ess cards as is customary in operating sin has a trade association membership;	nilar businesses are purchased for the business, o
	C.	Telephone listing and service are by an individual who performs the	e used for the business that is separate from	m the personal residence listing and service used
>	D.	Labor or services are performed	only pursuant to written contracts;	
7	E.	Labor or services are performed	for two or more different persons within	a period of one year; or
	F.	The individual or business entity evidenced by the ownership of p to the labor of services to be pro-	erformance bonds, warranties, errors and	ctive workmanship or for service not provided as omission insurance or liability insurance relating
				2/24/68
	Contrac	tor Signature		Date

## **EXHIBIT C**

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below)

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

I.	Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
2.	X Required and attached or Waived by City Attorney :
	General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:
3.	_X Required and attached or Waived by City Attorney :
4.	Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable: X Required and attached or Waived by City Attorney:
	Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.
5.	On 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 the City.
6.	Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.