

REQUEST FOR PROPOSALS (RFP)
Professional Organizational Development Consulting Services
(RFP No. 13767)

ATTENTION POTENTIAL
PROPOSERS!!

IMPORTANT NOTICE

Responsibility of Each Vendor Participating in the RFP Process

It will be the responsibility of each participating Vendor to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's responsibility to notify participating Vendors by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows.

Web Link:

<http://www.ous.edu/bapp/bopps/index/pspsu>

All proposal questions and inquiries must be sent by email to contract@pdx.edu. **The subject line of the email must state the following: RFP #13767, Questions and Inquiries for Consulting Services.** Any questions and inquiries that are not so submitted and identified will not be responded to.

PORTLAND STATE UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED AS VALID
FOR ONE HUNDRED TWENTY (120) DAYS.

RFP Data

Commodity Title:	Professional Organizational Development Services
Buyer:	State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University (PSU)
Solicitation Officer:	Karen A. Preston
Phone/Fax:	503-725-5460 / Fax: 503-725-5594
Email:	contract@pdx.edu
Date Issued:	February 6, 2009

RFP Proposal Deadline for Receipt by PSU Purchasing & Contracting Office

Day/Date:	May 1, 2009
Time:	3:00 p.m., Pacific Daylight Time (PDT)
Location/Address:	PSU Purchasing & Contracting Office
(hand deliver proposals here)	724 Southwest Harrison Street, Room 153 Portland, OR 97201

Mailing Address:	Portland State University Purchasing & Contracting Office PO Box 751 – BAO/PUR Portland, OR 97207-0751
------------------	---

Overview

The State of Oregon, acting by and through the State Board of Higher Education on behalf of Portland State University (PSU) is seeking proposals from qualified and experienced firms for Organizational Development Services on an as-needed basis by pre-qualifying vendors for these services for the entire campus community. The value of each consultant contract is anticipated to not exceed \$200,000 per one-year period. PSU makes no guarantees of work under any contracts that result from this RFP. This proposal may result in awarding contracts to multiple pre-qualified consultants and firms for one or more categories of work outlined in Section 2.

Contract Term

The initial term for individual contracts awarded pursuant to this solicitation will be three years, with the option to renew for additional one-year periods at the University's sole discretion.

Financial Consideration

The maximum dollar value of any individual contract awarded under this solicitation shall not exceed two million dollars for the initial three-year contract term. This amount may be amended, in the University's sole discretion, and if any individual contract is extended for additional terms, the maximum dollar value may be amended by the University as necessary.

Cooperative Purchasing

All Oregon University System (OUS) institutions and other public education agencies or institutions may utilize any contract(s) awarded as a result of this Request for Proposal. The OUS institutions and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the OUS institution and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor's obligation to Portland State University. Portland State University makes no representation or guarantee as to the volume of such additional purchases. It is currently intended that Portland State University will be entering into a contract with the apparent successful respondent to this RFP.

PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

TABLE OF CONTENTS

Schedule of Events	Page 4
Section 1: Instructions to Proposers	Page 5
Section 2: Scope of Work	Page 11
Section 3: Content of Proposal and Evaluation Criteria	Page 18
Section 4: Proposer Certification	Page 20
Exhibits A, B, C	Pages 28-32

SCHEDULE OF EVENTS

These dates are for reference only; we may change these dates at our discretion. We will notify you if any schedule dates change.

Issue RFP to potential proposers	March 23, 2009
Deadline for proposer inquiries, request for changes or protest of specifications	March 30, 2009
Deadline for PSU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	April 6, 2009
Proposals due*	May 1, 2009
Oral presentations and interviews	The week of May 11 through May 15, 2009
Evaluation period, ending	May 22, 2009
Anticipated notice of intent to award(s)	May 26, 2009
Deadline to protest award(s)	Seven (7) calendar days after date of intent to award

*** Proposals must be received by the PSU Purchasing and Contracting Office no later than 3:00 p.m. PDT (Pacific Daylight Time) on this date.**

SECTION 1: INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

Cover Sheet: *Please include a cover sheet with your response that includes which consulting components you are submitting for under the following headings: Human Resources, Organizational Development, Information Technology, Other, or All - and then identify any relevant sub-category as defined in the RFP.. On the cover sheet include your company name, a primary contact person, phone number, fax number, email and complete mailing address*

1. **Right to Reject:** PSU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by proposers in the preparation of proposals to this RFP, including any meetings and demonstrations that may be required or requested.
3. **Questions or Requests For Clarification/Change:** All requests for changes or clarifications regarding technical information, procedures, contractual requirements or any other matter regarding this solicitation must be submitted, by email to contract@pdx.edu, and received no later than the date and time listed in the Schedule of Events to the name and address listed on the cover page of this RFP. Proposers must note that PSU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline for which to do so have passed. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Questions/Requests for Changes, listed in the Schedule of Events.

PSU reserves the right to reject proposals from respondents that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by PSU in its sole discretion, pursuant to paragraphs 7 and 18 below.

PSU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP.

Requests for changes or protest of RFP requirements or contract provisions must be sent by email to contract@pdx.edu and the subject line of the email must state the following" RFP # 1376, Consulting, Request for Clarification, Change or Questions." Any emails that do not include this subject line may not be responded to.

4. **Submittal Location:** Requests for RFP specification or contract provision change, protest or clarification must be submitted to the following email address: contract@pdx.edu or by mail or hand delivery to the solicitation officer identified in this document. Any such requests sent to anyone but this person will not be considered. Such requests may be submitted via facsimile or email, or first class mail, provided the method of transmission provides for a return receipt to sender.

5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be on the website: <http://www.ous.edu/bapp/bopps/index/pspsu>. Only documents issued as addenda or amendments by the PSU Office of Business Affairs, Purchasing & Contracting Office will serve to change this RFP in any way. No other direction received by the proposer, written or oral, serves to change this RFP document.

Proposers are not required to return addenda with their RFP proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment.

PSU is not soliciting consulting proposals in this process. Instead, it is selecting organizational development services consultant or consultants who will recommend strategies and provide services as outlined in this RFP, at the direction of PSU.

Content Proposal: Proposers shall submit **ONE (1) ORIGINAL** of all content proposal pages 2-sided and **five (5) photocopies of the same 2-sided pages, plus one CD** in a PDF format of content proposal electronically, which shall be transmitted in a manner so that it is received by the PSU Purchasing and Contracting Office by the RFP Proposals Due date to the location listed on the cover page of this RFP. The original proposal shall be marked "ORIGINAL". For Proposal Content, see Section 3.

Separately submit Pricing Proposal: The pricing proposal shall be in a separate envelope, marked "pricing proposal." Submit **one (1) original pricing proposal and five (5) photocopies** of the same pages double-sided, plus **one CD of pricing**, in an excel format, electronically in one package.

For sustainability reasons, please submit five (5) copies of your Response in loose leaf, single, sets printed on **recycled paper** – **Please Do Not Use Plastic Ring Binders or Dividers.** Proposals must be submitted in the format under Section 3 and Exhibit B for pricing. Comb binding or stapling of sets is acceptable; however, please do not utilize wire or hard binding. Please do not include tabbing in the submissions as documents must be easily photocopied.

5 Points total will be awarded for following the instructions above for **double-sided copies, separate packets, & CDs.**

7. Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by an authorized representative of the Proposer. The person signing the RFP shall initial alterations or erasures in ink. **The original proposal submitted by a proposer must bear an original signature. Failure to submit a proposal bearing an original signature will result in rejection of the proposal.** No oral, telegraphic, telephone, e-mail or facsimile proposals will be accepted.

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the

RFP Number and the date and time RFP proposals are due. Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal". Pricing information must not be included with the rest of the proposal.

Proposals and pricing information must be received and time-stamped by the PSU Purchasing & Contracting Office (unless otherwise specified) prior to the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection.

Proposer shall also name its contract administrator, by stating the name, title and phone number of the person who is assigned the responsibility of answering questions and resolving problems for proposer.

8. **Proposer Agreements:** Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the proposer desires to be included as part of the contract. By accepting delivery of these items, PSU is not bound to accept them as part an ensuing contract. PSU may negotiate such supplemental terms and conditions that are not already covered by the contract terms and conditions detailed in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive proposer. PSU will not consider any terms and conditions that are not submitted with the proposal.
9. **Public Records:** This RFP and one copy of each original proposal received in proposal to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a proposal contains any information that is considered a trade secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

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

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret and must be open to public inspection. Proposers are requested to mark only specific pages or text in their proposal considered a

"trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

10. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the proposal. Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
11. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.
12. **The Evaluation Process:** All proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. This committee will determine the extent to which the proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:
 - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those proposals that do not meet all requirements.
 - b. The selection of "finalist" proposer(s) will be determined by the evaluation committee independently scoring the proposals and then combining the scores and pricing information to determine the overall proposal score.
 - c. Vendors may be invited to make a presentation in support of the proposal. Such presentations will be made to the evaluation committee. If held, the presentations will be scheduled.
 - d. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Purchasing and Contracting Department.
 - e. The PSU Purchasing & Contracting Department will review the recommendation and approve or reject the evaluation team's selection.
13. **Investigation of References:** PSU reserve the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any proposal or to reject all proposals at any time prior to PSU's execution of a contract in the

event proposer's reference checks prove unsatisfactory.

14. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.
15. **Reservation of Rights:** PSU, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP, to reject any or all proposals received in response to this RFP; to decide whether a Proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality or irregularity of any proposal; and obtain references regarding any proposer's past performance. Neither issuance of this RFP, nor evaluation of any or all proposals obligates PSU to award a contract from this solicitation.
16. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP. PSU may rank the proposals to determine the "finalist" proposers. Finalists will be those highest-ranked responsive, responsible proposers after evaluation of the proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. At its sole discretion, PSU may invite finalist proposer(s) to visit PSU in person for a presentation.

PSU reserves the right to select the proposal(s) based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposal(s) do vary significantly, PSU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes, pursuant to OAR 580-061-0155.

After receiving the evaluation summary PSU Purchasing & Contracting Office will name one or more apparent successful proposer(s) and announce its Intent to Award to one or more of these proposer(s). Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of PSU's Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the PSU Purchasing & Contracting office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the PSU Purchasing & Contracting office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s).

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and:

- a. reject all protests and proceed with final evaluation of the apparent successful proposer(s) and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; OR
- b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer or proposers; OR

- c. reject all proposals and cancel the procurement.
17. **Negotiation of Final Contract:** PSU finds that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers desire to include in the final contract certain supplemental terms and conditions from the proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents.
18. **Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer(s) to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. Any terms and conditions that are not submitted with the proposal will not be considered.
19. **Supplemental Terms and Conditions:** While PSU will not consider proposers' supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP. PSU will not consider any supplemental terms and conditions that have not been submitted with the proposal. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. Any terms and conditions that are not submitted with the proposal will not be considered.

SECTION 2: SCOPE OF WORK

Established in 1946, Portland State University (PSU or University) is part of the public Oregon University System. It serves the state though its influence predominates in the six-county Portland metropolitan area, the region from which 80 percent of its enrollments originates.

Exhibits: The following Exhibits are hereby incorporated by reference:

Exhibit A: Task Order

Exhibit B: Pricing

Exhibit C: Customer Survey

Proposals may exceed these written specifications and offer other services not stated. The specifications establish the minimum requirements and are not intended to inhibit new technology, innovation, and other efficiencies.

A. Categories of Service

You may bid for **one or more categories** of service. Presently, the University is engaged in a substantive internal process to clarify its vision and academic priorities. PSU seeks professional organizational development (OD) services to meet the University's needs and activities. PSU desires to designate qualified firms to provide a broad range of professional OD services in support of and in close coordination with PSU staff.

Categories of OD consulting services may include, but are not limited to, the following:

1. Coaching: Provide coaching for performance improvement and conflict resolution of PSU staff, in the form of one or more meetings.
2. Executive Development: Assist PSU leaders to improve their organizational effectiveness, team leadership and cross functional collaboration through individual or group activities. Support departments to develop leadership-related training and/or programs. This may include facilitation of staff retreats, conflict resolution, etc.
3. Organizational: Work with staff on efforts such as clarification of roles and responsibilities, support for team building, soliciting feedback related to organizational culture, and group facilitation.
4. Planning: Support leaders and teams to develop tactical and strategic work plans and assist in aligning PSU toward application of these outcomes.
5. Manager Skills Training: Support development of training programs to prepare middle managers to work effectively in their respective environments.
6. [Public Relations: Work with staff to develop and implement public involvement plans which may include:
 - a. Identifying diverse stakeholders and possibly conducting interviews;
 - b. Preparing materials and format for public meetings;
 - c. Preparing outreach materials for individual programs on projects such as fact sheets, videos, handouts, and postcards; and
 - d. Preparing materials and format for public workshops and facilitated sessions.
 - e. Facilitation at workshops with audiences that could include a variety of governmental agencies, community groups and interested individuals with diverse backgrounds, experiences, and knowledge.
 - f. Work with text and photos provided by PSU.
 - g. Develop a production schedule for each job based on departmental needs.

- h. Be available to meet for multiple reviews and edits as required for the scope of the project.

Several departments have unique needs that may include, but shall not be limited to, the following:

- 7. Employee Relations/Training & Development administrators require: Investigatory, Interviews, Leadership Training.
- 8. Human Resources Areas for staff requires: Consulting in educational, program evaluation, or facilitation.
 - a. Diversity
 - b. Sexual Harassment
 - c. Compensation
 - d. General employee assistance
- 9. Research Departments: Grant Writing
- 10. University Place Hotel requires: Industry-specific University-operated hotels consultant; hotel decorating and design firms consulting.
- 11. Information Technology, Networking and Telecommunications, including but not limited to:
 - a. Technical Project Management Services
 - b. Consulting for server virtualization, network review and evaluation, disaster recovery and business continuity readiness, greening PSU's IT infrastructure, data warehouse design and development, securing of personally identifiable information, and data storage strategy
 - c. Review of the Office of Informational Technology organizational structure
 - d. Programming and Development Services: php, Oracle, Drupal, Luminis, PL*SQL, Java, Banner, SunOne identity manager
 - e. Network & Telecommunications Chargeback/Funding Models
 - f. Telecommunication VoIP Infrastructure Readiness Assessment with current knowledge of and experience in implementation of Avaya and Cisco VoIP platforms

B. Task Orders

Work will begin upon execution of a signed Task Order with the schedule of deliverables. The following is the process from beginning of the task order generation to the end when final deliverables are received by the date identified on the task order, and Department makes final payment.

1. Project Quotes. When a PSU Department has a need to contract for consulting services, the department will select from the pre-qualified vendors' list and provide a scope of work to the pre-qualified vendor to respond with a cost estimate and proposal. PSU may request pre-qualified vendors to submit project quotes for OD Services in a "Not-to-Exceed" amount.

2. Paperwork. Upon acceptance of the cost estimate, projects initiated for University shall be authorized by Task Orders under the terms of the contract(s). The Task Orders shall contain the

scope of work and proposed budgets for requested projects, and incorporate by reference the provisions of the contract. Deliverables and schedule shall be agreed upon in writing prior to work on specific Task Orders for specific projects.

3. Purchase Orders. Upon execution of the Task Order, the responsible PSU Department will create a Purchase Order (PO) in the banner system for billing purposes referring to the contract number.

4. Invoicing. Upon completion of each task or deliverable, the Contractor shall submit an invoice, no more than on a monthly basis, to the Project Manager for approval and payment. The invoice shall contain the PO number, contract number, and invoiced amounts at the hourly rate, the number of hours expended, work completed, and total.

5. Deliverables: Deliverables shall be considered those tangible resulting work products that are to be delivered to the Department such as reports, draft documents, data, interim findings, training, attendance rosters, meeting presentations, final reports, digital and hand drawn artwork, photos, maps, logos, and other links and notes.

Any documents provided to PSU under a contract resulting from this RFP will be in a format requested by PSU.

Contractor will also provide three (3) hard copies of any document, **when requested by PSU.**

6. Place of Performance: Contract performance may take place on the University's campus and work may be performed in a third-party location, or any combination thereof. The successful proposer's work may include field visits to project sites and/or presentations at different locations. The successful proposer(s) will be expected to attend meetings at the Oregon University System's campuses and other locations.

7. Insurance: The successful proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the University. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice from the successful Proposer or its insurer(s) to the University.

8. Completed Task All deliverables and resulting work products from this contract will become the property of the University. Upon completion of a project PSU departments may request that entire projects, along with any other notes or any other materials provided and/or collected, be burned onto a CD in an agreed upon format.

9. Final Invoice. At the completion of each task order, the Contractor will submit the final invoice with a CD or puff file delivered to the Department. The PSU Project Manager may fill out a customer survey and place it in the contractor's file. See Exhibit C.

SECTION 3: CONTENT OF PROPOSAL AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. Please organize your Proposal corresponding to the order of the sections below. Responses should be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the skill sets that may be requested by PSU and why the Proposer feels it best meets PSU needs.

All submittal requirements listed below must be addressed in sufficient detail in a Proposal submitted in response to this RFP. See Section 1 of this RFP "Instructions to Proposers" for overall Proposal preparation and submission instructions. Three points total will be awarded for the double-sided copies, separate packets, & CDs. This Request for Proposal may result in multiple award contracts. Respondents may propose on one category or all categories as identified in Section 2 A. Categories of Service. Each category will be scored per the following identified criteria and viewed as independent responses.

Responses submitted to this RFP will be evaluated in accordance with the following criteria.

1. *Overview of Firm: History, Core Principles, and Areas of Expertise* (60 Evaluation Points Maximum)

Firms must provide a detailed history of their company and its experience providing Organizational Development Services. Firms must include the following information:

- State that the firm has the mandatory minimum of five (5) years experience in the consulting field.
- List the years in business supplying Organizational Development Services; number of employees, general scope of services provided, and principal areas of expertise.
- Best Practices: How does your company maintain and implement best practices?
- Describe the firm's internal procedures and/or policies associated or related to work quality and cost control.
- If a firm intends to have services provided by other contractors or consultants, the firm submitting the Proposal shall act as prime contractor for all service delivery as specified in this RFP and will be responsible for performance of any and/or all subcontractors or sub consultants.
- In the proposal, point out the firm's acceptance of providing Organizational Development Services on an as-needed basis for PSU. The Proposal must be dated and signed by the person authorized to sign any contract that may result from this RFP. Include the mailing address, phone and fax numbers and e-mail address of the individual signing.

2. *Organizational Development Services delivered for one or more categories:* (50 Evaluation Points Maximum)

Firms will be evaluated on experience with projects successfully completed, demonstrating organizational development services, in any category they are bidding. State general or specific categories and examples of work you have provided as outlined earlier in Section 2A.

- Describe work involving public-private partnerships and diverse stakeholders. Be sure to highlight Organizational Development Services projects completed for higher education, governmental organizations, and clients that encompass the categories you are bidding for.

- For the past five years, indicate the geographic location (city/state/country) of similar contracts for services PSU is seeking between \$100,000 through \$2,000,000 and smaller accounts of \$25,000 - \$100,000.
- Provide a list of at least three (3) current or immediate past clients for most relevant completed contracts that directly relate to the skill sets being offered by the firm, include reference company name, address, contact name and title, phone number email address, and description of the service provided. PSU reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any Proposal.

3. Project Team Personnel Qualifications: **(40 Evaluation Points Maximum)**

The firm's principal, project manager, key staff and any sub-consultants assigned to a task should have a minimum of three (3) years experience performing the types of duties required by the specific project. Proposals must include the following information:

- A professional resume for the key personnel to be assigned to the Contract. Include educational background, directly related work experience, professional development, and demonstrated performance record, and any professional designations, licenses or certifications;
- The expertise of the Proposer to cover all potential phases of a project;
- Describe key personnel's proposed roles and responsibilities on for OD services. Note principal(s), contract manager(s), and/or technical staff;
- An organizational chart of the proposed team;
- Indicate the firm's management and organizational capabilities, particularly regarding staff and resource capacity to respond to critical time and complex scope requirements on short notice;
- Acknowledge that any change in staff on this contract from those proposed in the response to this RFP must be approved by PSU before the change is implemented. Substitutions without prior PSU approval will be considered a breach of contract. PSU reserves the right to request replacement of any team member that proves unsatisfactory.

Services identified are initially planned for the Portland State University Department(s); however, Portland State University may desire to expand the scope in order to provide the services requested under this RFP to include other programs and departments at the University. Responses to the proposal must include information as to how the potential successful respondent(s) would respond to the needs of additional programs and departments.

4. Proposed Fee Structure: **(40 Evaluation Points Maximum)**

Provide a proposed fee structure for services. Include the hourly rate of key contract personnel and support staff, any reimbursable and other expenses anticipated to be charged to for services rendered. **A range of rates is not acceptable.** Rates must be specific to a staff name and/or title, or type of service or activity. This criterion relates to the reasonableness of the Proposer's billing and compensation rates in their area of expertise.

The following is proposed fee structure. The same format is also outlined under "Exhibit A. Price Proposal Worksheet."

1. Hourly Rate Schedule

Hourly Rate Schedule			
Position Title	Proposed Personnel (Name)	Activity/Service	Hourly Rate
			2009-2011

Hourly rates shall remain the same through the three (3) year term of the contract.

The submitted fee structure will be compared to the fee schedules proposed by other firms and to information available regarding the current market.

2. Classroom Training Rates (assuming a class size of twenty-five (25))

Training Fees: Provide classroom training rates for a 2-hour session, a half-day session, and a full day sessions, assuming class size of approximately twenty-five (25).

Actual training rates would be based on factors including class size, duration, location, and the types of materials and number of instructors required for the selected content.

The following estimates give some examples of rates based on three different session lengths, assuming a class size of 25 students.

	Years 2009-2011	Years 2012-13
Two-hour training session:	\$ _____	\$ _____
Half-day training session:	\$ _____	\$ _____
Full-day training session:	\$ _____	\$ _____

Pricing should include: preparation time, delivery time of trainer, session supplies, training materials for participants, submission of entire project electronically on a CD (deliverable), and all other incidentals (parking). See Exhibit B for more detail.

3. Reimbursable Expenses. If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work performed, under a Task Order issued pursuant to the contract awarded under this RFP, Proposer shall provide a good faith estimate of such expenses in the space provided below and include some detail on how costs will be managed to the benefit of the University. If a mark-up rate will apply to reimbursable expenses, Proposer must indicate a mark-up rate.

Mark-up rate: ____ At cost; or ____ cost plus ____%

2009-2011 Reimbursable Expenses			
Type of Expense	Cost/Unit	Type of Expense	Cost/Unit

If Proposer is awarded a contract through this RFP, note that such expenses may only be reimbursed by PSU with an adequate description of the expense and a cost per unit not to exceed those listed above and only with pre-approval by PSU.

The Proposer may submit alternative pricing scheme as long as the pricing structure is inclusive of all costs for stated service. Provide your proposal for “project based” billing as an alternative to hourly billing.

5. Summary of Proposal and Evaluation Points

Overview of Firm	60 points
Services Delivered	50 points
Project Team, Personnel Qualifications	40 points
Proposed Fee Structure	40 points
Proposer Certification	Required, not scored
Double-sided copies, separate packets & CDs	5 points
Optional Interview	30 points
Certified with the State of Oregon as an Emerging Small or Disadvantaged Business	<u>10 points</u>

Total Possible

235 points

Proposal Clarification and Interviews. The Evaluation Committee may request clarification of any Proposal by phone, in writing, or during an in-person interview. The Committee may at its sole discretion invite the top two or three highest rated for a question and answer meeting. During the meeting, the Proposer will not be allowed to make changes to his/her Proposal. The meeting is an opportunity for the Committee to meet key personnel and seek clarification of items indicated in the Proposal, and to re-score a Proposal if new information is disclosed. **The Committee may award at its discretion a maximum of 30 additional points based on the interview.**

SECTION 4: PROPOSER CERTIFICATION

EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.

SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS

I, the undersigned duly authorized representative of the proposer; hereby certify that the proposer is not, to the best of my knowledge, in violation of any tax law

For purposes of this certification, "Oregon Tax laws" are those tax laws listed in ORS 305.380(4), namely a state tax imposed by ORS 401.792 to 401.816 and 320.005 to 320.150 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620. [1987 c.843 §6; 1997 c.99 §35; 1997 c.170 §16; 2005 c.94 §21]

SUBSECTION II: FINANCIAL RESPONSIBILITY

PSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer's financial responsibility to perform the contract. Submission of a signed proposal shall constitute approval for PSU to obtain any credit report information PSU deems necessary to conduct the evaluation. PSU shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in proposal rejection.

PSU may postpone the award or execution of the contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, proposal and the agreement; and

5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with proposal submission.
6. This proposal and pricing is valid for one hundred twenty (120) days. I am authorized to represent and bind the company named below to the prices and services proposed.

SUBSECTION III: SIGNATURE BLOCK

Signature of Proposer's duly authorized representative for vendor

Company: _____

Authorized Signature

Print Name and Title: _____

Date: _____

Phone Number: _____ e-mail address: _____

Tax ID / Federal Employer Identification Number (FEIN): _____

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

Vendor Certification for State of Oregon Emerging Small or Disadvantaged Business

The undersigned agrees and certifies that he/she represents an Emerging Small or Disadvantaged Business with the State of Oregon Office of the Governor Advocate. Verification of this certification is included attached hereto.

Print Name and Title: _____

Date: _____

Phone Number: _____ e-mail address: _____

Tax ID / Federal Employer Identification Number (FEIN): _____

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS

(The following terms and conditions will govern the agreement entered into by Contractor and PSU, resulting from this RFP.)

1. DEFINITIONS:

"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order (also 'Task Order') and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, making the purchase and is synonymous with "Buyer" as used in ORS Chapter 12. "PSU" also means another Oregon Public agency if the purchase is being made under a cooperative purchasing program as authorized by ORS 190.240.

2. ACCESS TO RECORDS:

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

3. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU and the Oregon Department of Justice, if applicable law so requires.

4. APPROVALS:

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

5. ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

6. BREACH OF AGREEMENT:

Should contractor breach any of the provisions of this agreement, PSU reserves the right to cancel this agreement upon written notice to contractor. Contractor shall be liable for any and all damages, incidental and consequential, suffered by PSU as the result of contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by contractor.

7. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

8. CASH DISCOUNT:

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

9. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of contractor.

10. CONFIDENTIAL INFORMATION:

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold confidential information in strict confidence, using at least the same degree of care that contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose confidential information to third parties or use confidential information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep confidential information confidential. Contractor agrees that contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any confidential information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in contractor's possession which contain confidential information.

11. CONFLICT OF INTEREST:

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by contractor.

12. CONSIDERATION:

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

13. DEFAULT:

PSU by written notice of default (including breach of agreement) to contractor may terminate the whole or any part of this Agreement: (a) If contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of

creditors, or ceases doing business on a regular basis; or (b) contractor no longer holds a license or certificate that is required for contractor to perform services under the contract, and contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If contractor fails to perform any of the other provisions of this agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages incidental and consequential suffered by PSU as the result of contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by contractor. Responsibility and liability for loss or damage shall remain with contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

17. FOREIGN CONTRACTOR:

If contractor is not domiciled in or registered to do business in the State of Oregon, contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and contractor that arises out from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then 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 AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. HOLD HARMLESS & INDEMNITY:

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU, and their officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of contractor or its officers, employees, subcontractors, or agents acting under this agreement. Neither Contractor nor any attorney retained by Contractor shall defend a claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as a legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

20. HOURS OF WORK:

The contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither contractor nor any of contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and contractor, but is rather an agreement between independent parties, these being PSU and the contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, and their officers and employees, shall be included as additional insureds in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

24. OWNERSHIP OF WORK PRODUCT:

All work product of Contractor that results from this Contract (the Work Product) is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25. NO THIRD PARTY BENEFICIARIES:

PSU and contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

27. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. PAYMENT:

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

29. PAYMENTS REQUIRED:

For all goods and services provided under this agreement, contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the contractor or any subcontractors; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the

30. PSU PAYMENT OF CONTRACTOR CLAIMS:

If contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to contractor's employees those sums which contractor agreed to pay for such services and all money contractors collected or deducted from employee's wages to provide such services.

31. RECYCLED PRODUCTS:

As required by ORS 279.555(2), contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

32. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

33. SAFETY AND HEALTH REQUIREMENTS:

Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

34. SEVERABILITY:

If any provision of this agreement 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 agreement did not contain the particular term or provision held to be invalid.

35. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. TAX COMPLIANCE CERTIFICATION:

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the contractor's knowledge the contractor is not in violation of any of the tax laws described in ORS 305.380(4).

37. TAXES – FEDERAL, STATE & LOCAL:

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the contractor has anticipated these taxes and included them in the proposal.

38. TERMINATION:

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

b. PSU may also terminate this agreement effective upon delivery of written notice to contractor or at such later date as may be established by PSU under any of the following conditions:

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if any license or certificate required by law or regulation to be held by contractor to provide the services required by this agreement is for any reason denied, revoked, or not renewed. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued to such termination; or,
- iii) if sufficient funds are not provided in future legislatively approved budgets of PSU (or from applicable federal, state, or other sources) to permit PSU in the exercise of its reasonable administrative discretion to continue this agreement, or if PSU or the PSU program for which this agreement was executed is abolished or limited due to budget changes. In determining the availability of funds from the Oregon Legislature for this agreement, PSU may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly. In determining budget limitation, PSU may use budget instructions from the OUS Chancellor's Office or Governor's Office, as applicable.

c. The rights and remedies of PSU provided in the above clauses are in addition to PSU's right to terminate this agreement pursuant to Paragraph 13 (Default) and any other rights and remedies provided by law or under this contract.

39. TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence under this agreement.

40. WORKERS' COMPENSATION:

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

41. MERGER; WAIVER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose

given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

Exhibit A: Task Order

Project Title: _____

PO # _____

Vendor Number: _____

Contract No: _____

Date: _____

Portland State University Department: _____

PSU Project Manager: _____

PSU Contact Phone: _____ PSU e-mail address: _____

Contractor Name: _____

Project Manager: _____

Contact Phone: _____ e-mail address: _____

This Task Order, and Attachments, is specifically subject to the terms and conditions of the above PSU Contract. Upon approval and final signatures of all parties, the Contractor agrees to complete the stated work.

Task Order Amount (Scope of Work Attached) \$ _____

Date of Completion (Schedule Attached) _____

Work Product/Deliverables: _____

Please note: Invoices must reference the PO number listed above and include number of hours along with hourly rates expended on project.

Contractor Acceptance:

Signature of Authorized Representative

Date: _____

Print Name and Title _____

Departmental Approval:

Signature of Authorized Representative

Date: _____

Print Name and Title _____

Expenditure approval _____ (for budget code used)

Charge Codes: _____

Exhibit B
Price Proposal "Fill-in" Worksheet

Proposers may complete this Price Proposal Worksheet ("Worksheet") to propose their cost for Organizational Development Services. If Proposers choose not to complete this Worksheet, they must provide pricing information in their Proposal which is at least as detailed as described below and include all costs for the services.

1. **Hourly Rate Schedule**, Propose the hourly rates of each Proposer personnel expected to provide Organizational Development Services under a contract awarded from this RFP. **A range of hourly rates is not acceptable.**

		Hourly Rate Schedule	
Position Title	Proposed Personnel (Name)	Activity/Service	Hourly Rate
			2009-2011

All Proposer personnel initially assigned to provide Organizational Development Services through this contract award pursuant to this solicitation and listed above are expected to be available during the term of the contract. No individual shall be replaced during the contract term without prior written consent from PSU.

2. **Classroom Training Rates (assuming a class size of twenty-five (25))**

Actual training rates would be based on factors including class size, duration, location, and the types of materials and number of instructors required for the selected content. The following estimates give some examples of rates based on three different session lengths, assuming a class size of 25 students. Assume PSU will provide the facility for training.

Years 2009-11

Two-hour training session: \$ _____

Half-day training session: \$ _____

Full-day training session: \$ _____

Pricing should include: preparation time, delivery time of trainer, session supplies, training materials for participants and all other incidentals (parking).

3. Reimbursable Expenses. If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work performed, under a Task Order issued pursuant to the contract awarded under this RFP, Proposer shall provide a good faith estimate of such expenses in the space provided below. If a mark-up rate will apply to reimbursable expenses, Proposer must indicate a mark-up rate.

Mark-up rate: ____ At cost; or ____ cost plus ____%

2009-2011 Reimbursable Expenses			
Type of Expense	Cost/Unit	Type of Expense	Cost/Unit

If Proposer is awarded a contract through this RFP, note that such expenses may only be reimbursed by PSU with an adequate description of the expense and a cost per unit not to exceed those listed above.

Provide your proposal for "project based" billing as an alternative to hourly billing.

PORTLAND STATE UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED
AS VALID FOR ONE HUNDRED TWENTY (120) DAYS.

Company Name: _____

Signature Authorized Representative

Date: _____

Phone: _____ E-mail: _____

Print Name and Title _____

PSU CUSTOMER SURVEY
Consulting Services _____

VENDOR NAME:

Excellent, Good, Fair, Poor

Date _____

Department Name:

Person filling out form:

1. Verify services provided and cost of work:
2. How long has (or did) your Department use this vendor for services?
3. Professionalism: What was your experience with the vendor meeting time schedules, maintaining accurate and timely information?
4. Please comment on the vendor following established protocols/policies/procedures while providing services.
5. Customer Service: Please comment on the vendor's use of response time in handling problems when providing services.

Depending on services received:

6. Key Personnel: Please comment on the vendors services.
Or
7. Proposed Solution: Please comment on the vendor's ability to manage quality assurance and complying with contract specifications (work order).
Or
8. Implementation: State your experience with the vendor's problem resolution process.
9. Please comment on the vendor's ability to handle scheduling of staff, tasks, interactions, and personnel supervision, etc. during implementation.

10. What did you like best about this vendor?

11. If you had it to do over again, what if anything would you do differently regarding the acquisition of this vendor's services?

12. Are there any other comments that you have regarding this vendor?

RETAIN IN TASK ORDER FILE AND SUBMIT ONE COPY TO PSU OFFICE OF CONTRACTS & PURCHASING

END OF REQUEST FOR PROPOSAL