

**REQUEST FOR PROPOSAL
("RFP")**

RFP Title: Public Policy Mediation and Facilitation Services

RFP Number: 956717

Issuing Office: Contracting and Procurement Services
University Financial Services
1600 S.W. Fourth Avenue
Portland, OR 97207
contract@pdx.edu

RFP Issue Date: February 25, 2022

Contracts Officer: Paul L. Thomas, CPPB

Proposals Due Date and Time: March 31, 2022, 3:00 p.m. PDT

**ALL PROPOSALS MUST BE SUBMITTED THROUGH PSU's BONFIRE ELECTRONIC
SUBMISSION AND EVALUATION PORTAL**

Responsibility of Each Proposer Participating in the RFP Process

It is the responsibility of each participating proposer ("Proposer" or "Proposers") to refer daily to the Bid Locker website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or notices of intent to award, and any and all additional information regarding this opportunity. It is not Portland State University's (PSU's) responsibility to notify participating Proposers by email or by any other means of any of the above.

The web link is as follows: https://bidlocker.us/a/psu_or/BidLocker

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.

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RFP Overview

Portland State University (PSU) is seeking responsive, responsible proposers to submit Proposals for Public Policy Mediation and Facilitation Services. This RFP represents PSU's good faith effort to detail its specifications and requirements for the Public Policy Mediation and Facilitation that will best meet PSU's needs at the best value to PSU.

Submitting a Résumé Instead of a Proposal for Projects Under \$25,000 Only

Subject to PSU Standard 580-062-0015(1)(a) and 580-062-0020(1), PSU, on behalf of its National Policy Consensus Center (NPCC) may contract with providers for projects with budgets under \$25,000 without issuing a request for proposals (RFP). Providers who do not choose to respond to this RFP and do not submit a Proposal, are invited to submit only a résumé for NPCC's files in order to potentially be considered for projects under \$25,000. These providers will not be pre-contracted or be members of the NPCC Affiliated Provider Pool. They will not be listed on the NPCC Provider Pool website list, included in job opportunity notices, or included in NPCC Affiliated Provider Pool events. However, NPCC does occasionally refer to its résumé files for lower-dollar projects, in addition to drawing on its pre-contracted NPCC Affiliated Provider Pool for these lower-dollar projects. An effective résumé will include examples of relevant projects you have facilitated and examples of your experience working with Black people, Indigenous people, and other people of color. **This is not a guarantee of work.** If you wish to submit a résumé instead of submitting a Proposal, send your résumé to Cat McGinnis at mcginnnc@pdx.edu. Individual résumés will not be accepted via Bid Locker unless they are submitted as part of a complete Proposal.

Minority, Women, Service Disabled Veteran Owned, and Emerging Small Businesses

PSU is committed to increasing opportunities for minority business enterprises, women business enterprises, service disabled veteran owned, and emerging small businesses. PSU strongly encourages Proposers to use these businesses in providing services and materials for PSU contracts and projects.

Cooperative Purchasing

All Oregon public universities (individually a "University" and collectively the "Universities") and other public agencies, units of local government, or institutions may utilize any contract(s) awarded as a result of this

Request for Proposal. The other public agencies, units of local government, or institutions shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to these public agencies, units of local government, or institutions for their obligations to these public agencies, units of local government, or institutions pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating public agencies, units of local government, or institutions and shall not impact the vendor's obligation to PSU. PSU makes no representation or guarantee as to the volume of such additional purchases.

SCHEDULE OF EVENTS

These dates are for reference only; PSU may change these dates at its discretion. PSU will post any changes to schedule dates on the Bid Locker website:

https://bidlocker.us/a/psu_or/BidLocker

Issue RFP to potential proposers	February 25, 2022
NON-MANDATORY Information webinar via Zoom videoconference*	March 7, 2022, 11:30 am - 12:30 pm PST
*See Section 3 of the RFP for instructions to pre-register for this meeting.	
Deadline for proposer inquiries, request for changes or protest of specifications	March 11, 2022, 5:00 pm PST
Deadline for PSU to respond to proposer inquiries and/or protest of RFP specifications and/or contract terms and conditions	March 17, 2022, 5:00 pm PDT
Proposals Due Date and Time*	March 31, 2022, 3:00 pm PDT
Evaluation period, ending	April 28, 2022
Anticipated notice(s) of intent to award	April 29, 2022
Deadline to protest award(s)	Three (3) <u>calendar</u> days <u>after</u> date of intent to award
Anticipated date of contract(s) execution	June 30, 2022

*** Proposals shall consist of a Technical Proposal Form, résumé, sample work product, and all other completed and signed forms as required and set forth in this RFP (collectively the "Proposal").**

SECTION 1: SUBMISSION INSTRUCTIONS FOR PROPOSERS

Please follow these instructions to submit via the PSU Bonfire Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Technical Proposal Form	File Type: PDF (.pdf), Word (.doc, docx) Excel (.xls, .xlsx), or Image (.jpg, .gif, .png)	1	Required
Résumé	File Type: PDF (.pdf), Word (.doc, docx) Excel (.xls, .xlsx), or Image (.jpg, .gif, .png)	1	Required
Work Sample	File Type: PDF (.pdf), Word (.doc, docx) Excel (.xls, .xlsx), or Image (.jpg, .gif, .png)	1	Required
Exhibit A: Diversity Matrix	File Type: PDF (.pdf), Word (.doc, docx) Excel (.xls, .xlsx), or Image (.jpg, .gif, .png)	1	Required
Exhibit B: Proposer Certification	File Type: PDF (.pdf), Word (.doc, docx) Excel (.xls, .xlsx), or Image (.jpg, .gif, .png)	1	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://pdx.bonfirehub.com/opportunities/61629>

Your submission must be uploaded prior to the **Proposals Due Date and Time of Mar 31, 2022 3:00 PM PDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before the Proposals Due Date and Time to begin the uploading process and to finalize your submission. **NO LATE PROPOSALS WILL BE ACCEPTED.**

PSU accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause.

Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Proposals Due Date and Time. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

PSU uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

SECTION 2: REQUEST FOR PROPOSAL PROCEDURES AND OTHER REQUIREMENTS

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), PSU Standards, and PSU Policies.

1. **Right to Reject:** PSU reserves the right to cancel this procurement or RFP, and reserves the right to reject any or all Proposals received as a result of this RFP, upon finding that it is in the public interest to do so or for any other reason set forth in this RFP.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by Proposers in the preparation of Proposals to this RFP, including costs to participate in any meetings, presentations, interviews, or demonstrations that may be required or requested.
3. **Questions or Requests For Clarification/Change:** All requests for changes or clarifications (regarding technical information, procedural requirements, contractual requirements or other issues) and/or protests of RFP requirements must be submitted via email to the PSU Contracting and Procurement Services email address set forth on page 1 of this RFP, and must be received by PSU no later than the date and time listed in the Schedule of Events.

PSU reserves the right to reject Proposals from Proposer(s) that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes or clarifications. A Proposer's proposed agreement, including proposed supplemental terms and conditions, may be considered by PSU in its sole discretion, pursuant to subsection 17, Negotiation of Final Contract, and subsection 18, Proposer Agreements and Supplemental Terms and Conditions below. PSU will consider all protests and requested changes that are timely submitted and, if reasonable and appropriate, may amend this RFP.

All requests for clarifications, changes, or protests of RFP requirements or contract provisions must be marked as follows:

- Email subject line must state: **RFP #956717 Public Policy Mediation and Facilitation Services**
- The body of the email must include with specificity the RFP Specification (or Contract Provisions) being questioned or the request for change or protest.

PSU will not respond to questions and inquiries that are not submitted and identified as specified above.

4. **Electronic Proposal Submission Address:** All Proposals must be submitted electronically, through Bonfire, to the Electronic Proposal Submission Address identified in RFP Section 1, Submission Instructions for Proposers.
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 by PSU in the form of an Addendum and will be made available to all Proposers on the Bid Locker website. Only documents issued as addenda by the PSU Contracting and Procurement

Services office will serve to change this RFP in any way. No other direction received by the Proposer, written or oral, shall serve to change this RFP document.

Proposers are not required to return addenda with their Proposal. However, Proposers are responsible for making themselves aware of any changes or clarifications made in any addenda and for taking into account any addenda in their final Proposal. Failure to do so may cause the Proposer's Proposal to be rejected.

6. **Proposal Preparation:** Proposals shall consist of a technical proposal ("Technical Proposal"), résumé ("Résumé"), sample work product ("Sample Work Product"), and all other completed and signed forms ("Completed Forms") as required and set forth in this RFP which together are referred to here as the "Proposal." It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this RFP. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation. Proposals shall be in typewritten form, not handwritten. Proposals shall be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the PSU environment and to explain how the Proposer best meets PSU's needs.
- a. **Technical Proposal.** Each Proposer to this RFP shall submit a Technical Proposal in the form of Exhibit C: Technical Proposal Form ("Technical Proposal Form"), or other alternate format that includes all of the same information requested in Section 3, subsection III.A. of this RFP. Alternate formats that will be accepted by PSU are limited to PDF (.pdf), Word (.doc, docx) Excel (.xls, .xlsx), and Image (.jpg, .gif, .png) file formats. This portion of the Proposal consists of the Proposer's responses to the requirements set forth in RFP Section 3, Scope of Work, Subsection III, A. Technical Proposal. The Technical Proposal Form must be completed pursuant to the instructions and additional requirements provided in RFP Section 3, Scope of Work. **The Technical Proposal must not contain pricing information. The NPCC rates set forth in RFP Section 3, Scope of Work, are current rates applicable to all contracts awarded pursuant to this RFP solicitation. No other rates will be accepted by PSU.**
 - b. **Résumé.** This portion of the Proposal must contain the Proposer's Résumé. The Proposer's Resume must comply with the instructions and additional requirements provided in RFP Section 3, Scope of Work. Failure to submit a Résumé may result in rejection of the Proposal.
 - c. **Sample Work Product.** This portion of the Proposal shall contain the Proposer's Sample Work Product. The Proposer's Sample Work Product must comply with the instructions and additional requirements provided in RFP Section 3, Scope of Work. Failure to submit a Sample Work Product may result in rejection of the Proposal.
 - d. **Completed Forms.**
 - (i) Exhibit A: Diversity Matrix must be fully completed and signed by an authorized representative of the Proposer. PSU is committed to diversity within PSU and within our community, and PSU is committed to developing business relationships that encourage affirmative action and the participation of emerging small businesses

and businesses owned by women and minorities. PSU encourages and supports the development of minority business enterprises, women business enterprises, service disabled veteran owned businesses, and emerging small businesses that meet high quality standards by offering business opportunities. Proposers are required to provide detailed information about corporate and local company diversity-related efforts and programs. Additionally, if your company is an emerging small business, or a business owned by women, minorities, or service disabled veterans, please include documentation or, if certified by the State of Oregon, a copy of the certification document. Proposers must provide detailed information regarding your company's commitments to providing equal employment opportunities including your efforts to develop an internal diverse workforce; internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process(es) used to recruit women and minorities. Proposers must provide detailed information regarding your company's commitment to supporting workforce diversity within your community. All such supporting information, documentation, and certifications must be included as part of the Proposer's Exhibit A. Failure to complete and submit Exhibit A bearing the required signature may result in rejection of the Proposal.

- (ii) Exhibit B: Proposer Certification must be fully completed and signed by an authorized representative of the Proposer. Failure to complete and submit Exhibit B bearing the required signature may result in rejection of the Proposal.
- e. The authorized representative of the Proposer shall clearly identify any alteration or erasures in the RFP and shall initial in any said alterations or erasures. No oral, telegraphic, telephone, mail, e-mail, or facsimile Proposals will be accepted. It is recommended that graphics be kept to a minimum. Only those graphics essential to the Proposal should be included.
- f. Proposals must be received prior to the Proposals Due Date and Time set forth in Section 1, Submission Instructions for Proposers.

- 7. **Proposer Contract Administrator:** In the Proposal, Proposers shall clearly identify the name of the person who is assigned the responsibility of promptly answering questions or providing clarification on the Proposal, by stating the name, title, email address, and phone number of that person.
- 8. **Public Records:** This RFP and each Proposal received, along 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 192.345(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law, ORS 192.345(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "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.

Proposers must 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" may be rejected or, if PSU accepts the Proposal, PSU, in its sole discretion, may disclose the Proposal in its entirety without notice or liability to the Proposer.

9. **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.
10. **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 applicable Oregon state laws and regulations, PSU Standards, and PSU policies.
11. **The Evaluation Process:** All Proposals received by the Due Date and Time will be reviewed by an evaluation committee. This committee will determine the extent to which each Proposal conforms to the specifications 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 RFP requirements. **PSU reserves the right to reject those Proposals that are not in the proper form, are incomplete, or that were not received by the Due date and Time.** PSU 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, PSU may ask Proposers 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 Technical Proposals, sample work product, and the Diversity Matrix to determine the overall Proposal score.
 - c. Finalist Proposers may be invited, at PSU's sole discretion, to make an oral presentation, to provide an in-person demonstration, and/or to participate in an interview in support of the Proposal. Any such presentations, demonstrations, and/or interviews will be made to the evaluation committee. If held, the presentations, demonstrations, and/or interviews will be scheduled.

- d. The evaluation committee will then combine the remaining scores for Finalist Proposers pursuant to RFP Section 4, Evaluation Criteria, and the findings of the evaluation committee will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Contracting and Procurement Services office.
 - e. If the evaluation committee forwards an award recommendation to the PSU Office of Contracting and Procurement Services, that office will review the recommendation and approve or reject the evaluation committee's selection. PSU, in its sole discretion, may decide to seek best and final Proposals or enter into negotiations with one or more Proposers as set forth in this RFP and PSU Standards.
12. **Investigation of References:** PSU reserves the right to investigate and verify the references provided by Proposers, and to evaluate the past performance of any Proposer with respect to its performance of similar projects, compliance with specifications and contractual and fiduciary obligations, completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU reserves the right to reject any or all Proposals at any time prior to PSU's execution of a contract if PSU's investigation and verification of Proposer's references or its past performance of a contract should prove to be unsatisfactory to PSU.
13. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and other facts, whether gained from the Proposer's Proposal, question and answer conference, references, demonstrations, or any other source in the evaluation process.
14. **Reservation of Rights:** PSU has and reserves the right to reject a Proposer and refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the best interests of PSU would not be served. This right may be exercised by PSU for any reason set forth in PSU Standards. If PSU rejects a Proposer, PSU will give the Proposer notice, specifying the grounds for rejection, and allow the Proposer three (3) calendar days to respond in writing to PSU's notice of rejection. Following such response by Proposer, PSU, at its sole discretion, may still choose to reject the Proposer.
15. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all such Proposals in accordance with the evaluation process and criteria set forth in this RFP. PSU may rank the Proposals to determine the "finalist" Proposer(s). Finalists will be selected based upon the highest-ranked, responsive Proposals from responsible Proposers after evaluation of the Proposals according to the evaluation and selection criteria in this RFP and applicable statutes administrative rules, and PSU Standards and policies. PSU reserves the right to select the Proposal(s) based on the evaluation criteria and points identified in the RFP.

After receiving the evaluation summary and award recommendation, if any, the PSU Contracting and Procurement Services office will name one or more apparent successful Proposer(s) and announce its intent to award ("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 an award of a contract. PSU shall post a letter of

Intent to Award on the Bid Locker website identifying the apparent successful Proposer(s). All competing Proposers shall be given three (3) calendar days, after the date the letter of Intent to Award is posted to Bid Locker, to review the RFP file and evaluation report in the PSU Contracting and Procurement Services 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 Contracting and Procurement Services office within three (3) 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 three (3) day protest period, PSU will consider all protests received, if any, and may:

- 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; thereafter, PSU may name a new apparent successful Proposer or Proposers; or
 - c. reject all Proposals and cancel the procurement.
16. **Best and Final Offer; Proposal Negotiations:** Pursuant to PSU Standard 580-061-0155, PSU may conduct discussions with the finalist Proposers, accept best and final Proposals from those finalists, or negotiate the scope of work, or other relevant specifications or terms and conditions, if it is in PSU's best interest to do so. PSU reserves the right to select the Proposer(s) that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service to PSU.
17. **Negotiation of Final Contract:** Limited negotiation of the proposed contract may be required to effect a successful procurement. Proposers may propose inclusion of certain supplemental terms and conditions, including but not limited to Proposers' software license agreements, maintenance contracts, and technical support agreements, in the final contract. Such negotiation may occur at PSU's discretion.
18. **Proposer Agreements and Supplemental Terms and Conditions:** Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the Proposer desires to be incorporated as part of the contract. Any such terms and conditions and/or objections to RFP Section 5, PSU Standard Contract Terms & Conditions, must be included at the end of the Technical Proposal and be clearly identified as "proposed supplemental agreement terms and conditions." By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. While PSU will not consider 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 such terms and conditions contained in such Proposer agreements and contracts or documents reasonably related to this RFP as supplemental to RFP Section 5, PSU Standard Contract Terms & Conditions. 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

incorporating the terms and conditions submitted by the Proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive Proposer. Any Proposer 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. PSU will not consider any terms and conditions that are not submitted with the Proposal.

19. **Binding Offer:** Submission of a Proposal constitutes a firm, binding and irrevocable offer for a period of one hundred twenty (120) calendar days following the Proposals Due Date and Time.

SECTION 3: SCOPE OF WORK

I. GENERAL DESCRIPTION OF BACKGROUND AND SERVICES

NON-MANDATORY Information webinar via Zoom videoconference

A non-mandatory video conference pre-proposal meeting will be conducted via Zoom on March 7, at 11:30 am, local time. Interested parties must pre-register on or before March 6, 2022, at 12:00 pm, local time to receive an invitation to this meeting. To pre-register, send an email to mcginnc@pdx.edu listing the name of the attendee(s) along with their email address(es). A meeting invitation will then be sent to the provided email address(es).

NPCC Affiliated Provider Pool

This RFP aims to establish the Portland State University, National Policy Consensus Center (NPCC) Affiliated Provider Pool, which is a pool of pre-contracted collaboration providers who provide public policy mediation/facilitation, collaboration project management, and general group facilitation on behalf of NPCC. Pre-contracting with providers who qualify through this RFP greatly expedites hiring when NPCC and other state, county, and city agencies recruit for a collaborative project lead or co-lead. (Note: This RFP replaces a portion of the RFP for Alternative Dispute Resolution Providers periodically issued by the Oregon Department of Administration (DAS) on behalf of the Oregon Department of Justice (DOJ). The pool of public policy mediators and general facilitators previously posted on the DOJ website will now appear on the NPCC website. DOJ will no longer host a website list of these providers.)

The NPCC Affiliated Provider Pool is composed of two provider categories that reflect a spectrum of experience and duties.

- **Category 1. Public Policy Facilitator/Mediator**
The *Public Policy Facilitator/Mediator* is expert at helping governmental entities and diverse stakeholders reach agreement on highly complex, controversial public policies or the implementation of public projects, often within a complex legal, political, or regulatory context. These providers are expert at assessing, designing, convening and facilitating collaborative processes.
- **Category 2. General Facilitator**
The *General Facilitator* is experienced at helping groups work effectively to achieve a desired objective. These providers have sufficiently broad experience and skills to design and facilitate a group process to achieve a variety of goals.

Providers will designate which category or categories they would like to be considered for under this RFP. If they so choose, providers whose proposals qualify them for category 1, Public Policy Facilitator/Mediator, also qualify for category 2, General Facilitator, without submitting additional materials.

Contract Term

The term for the contracts awarded pursuant to this solicitation will be for a three (3) year period effective from the date of contract execution with the option to renew for three (3) additional one (1) year terms.

Firms and Sole Proprietorships as Proposers

Firms with multiple providers may choose to have only their principal member/s listed on the qualifying list on the NPCC website. In this case, they would submit separate proposals for each of those principal member/s. Other members of the firm may work on a project under the supervision of the qualifying principal if NPCC or any other hiring agency deems that appropriate. However, firms may submit separate proposals for as many firm members as they would like to qualify and have listed on the NPCC qualifying provider webpage. Sole proprietors should submit a proposal for the sole proprietor.

NPCC Programs and Project Types

NPCC houses several programs that use contracted collaboration providers: Category 1—Public Policy Facilitator/Mediator and Category 2—General Facilitator. One program, Oregon Consensus, conducts complex consensus-seeking projects among multi-sector stakeholders who have a dispute regarding a public policy issue or solution and need to resolve conflict and reach agreement. Another program, Oregon Solutions, works with multi-sector stakeholders who already agree on what the problem or issue is, and who have some alignment around possible solutions for a community problem or project. Oregon Solutions project groups need to agree on approaches, attract resources, and engage policymaker support for what the community is trying to accomplish—NPCC refers to this second type of work as “collective action.” When NPCC hires out of the Affiliated Provider Pool, NPCC typically uses Public Policy Facilitator/Mediators for both of these types of projects. Other NPCC projects may involve helping a single government agency with visioning or strategic planning or another facilitated event or series of events. NPCC typically uses General Facilitators for these projects.

Project examples by category of provider:

Category 1: Public Policy Facilitator/Mediator	Category 2: General Facilitator
<p>Project example 1: Assessing, designing, convening, and mediating/facilitating a project with the goal of helping fifteen government agencies, environmental groups, and natural resource users reach consensus on a highly controversial public land management plan.</p> <p>Project example 2: Assessing, designing, and facilitating a project with the goal of helping a community take collective action to purchase a community forest and design educational, recreational, and fire management programs. Through this project, the provider helps the community reach agreement on ways to secure funding and build political will to implement their project.</p>	<p>Project example 1: Facilitating an agency advisory committee with the goal of reaching consensus on new rule language involving the licensing of massage therapists.</p> <p>Project example 2: Facilitating a state agency’s or a board or commission’s strategic planning retreat or meetings.</p> <p>Project example 3: Facilitating three meetings for an interagency taskforce to help the members resolve a conflict over a joint information technology project.</p>

Work Opportunities

In a given year, NPCC hires providers from the Affiliated Provider Pool for approximately ten (10) projects. Projects last from weeks to months with budgets ranging up to \$500,000. Other state,

county, and city agencies also draw directly from this list of pre-contracted providers for some of their projects. Qualification for the NPCC Affiliated Provider Pool is not a guarantee of work. PSU does not guarantee work for successful Proposers that are awarded a contract pursuant to this RFP and NPCC reserves the right to contract with providers who are not part of the NPCC Affiliated Provider Pool and to use NPCC staff providers for projects.

Hourly Pay Rate Ranges

The hourly rates we pay for each category of provider are based on PSU's appraisal of the type and complexity of work the provider will be doing on a project. This is the hourly rate that the provider can charge NPCC for services. In general, the rates for the categories of providers are as follows:

Category 1. Public Policy Facilitator/Mediator \$175-\$227 per hour

Category 2. General Facilitator \$78-\$175 per hour

NOTE: This RFP does not ask the proposer to submit a rate quote. Instead NPCC has established the rate ranges set forth above so that proposers can determine whether they wish to submit a response to this RFP based on these rates.

Benefits of Participating in the NPCC Affiliated Provider Pool

Benefits of qualifying for the NPCC Affiliated Provider Pool include the following:

- Notification of NPCC provider recruitments
- Notification of other non-NPCC provider recruitments, potentially including recruitments from University Network for Collaborative Governance members such as Washington State's William D. Ruckelshaus Center (a joint effort of Washington State University and the University of Washington)
- Inclusion of your business on a qualifying provider list on the NPCC website. This list may also be used by other agencies to hire providers directly rather than through NPCC.
- Invitations to NPCC Affiliated Provider Pool networking meetings and trainings hosted by NPCC

[To learn more about NPCC and our programs and projects, see our website at www.pdx.edu/policy-consensus-center/](http://www.pdx.edu/policy-consensus-center/)

II. SCOPE OF WORK:

A. Duties and Responsibilities of NPCC Affiliated Provider Pool Members (Proposers)

The following are the duties and responsibilities of *BOTH CATEGORIES* of NPCC providers:

1. Represent NPCC program/s in all NPCC project work and explain to project participants the benefits of collaborative processes for addressing community-based challenges.
2. Help groups articulate and commit to common goals, processes, or outcomes.
3. Conduct background research to inform project and process design.
4. Manage logistics of assigned projects, including complex projects. This work includes managing project details and communications with outside groups, developing meeting materials, maintaining project records, tracking and reporting on project progress, scheduling, note-taking, arranging logistics, and assisting with project evaluations. Some of

the logistical work may be performed by the provider's administrative assistant or NPCC interns, whose work the provider would assign and oversee.

5. Manage projects in partnership with project sponsors, NPCC project supervisor, and sometimes project co-conveners.
6. Skillfully work across cultures, languages, and accommodation needs.
7. Skillfully assess and balance power and keep equity central to the process design and execution.

The following are additional duties and responsibilities *BY PROVIDER CATEGORY*:

Category 1. Public Policy Facilitator/Mediator

1. As lead provider, expertly assess, design, facilitate/mediate, and manage highly complex, high profile, contentious situations in which multiple diverse stakeholders from across sectors seek agreement on projects that may involve controversial public policy, public project implementation, or community issues. The collaborative processes operate within complex legal, political, substantive, technical, or regulatory contexts with high to moderate conflict and low to moderate levels of trust between parties. They often involve senior decision makers. Projects require conflict resolution, mediation, and agreement-seeking among participants.
2. As lead provider, provide services for all phases of a collaborative process at an expert level, including the following:
 - a. Technical assistance: providing confidential consultation, including preliminary problem and process exploration, to help stakeholders collaborate.
 - b. Assessment: assessing the feasibility of using a collaborative approach to address a public policy dispute or collective action need. Assessment typically includes stakeholder interviews and an assessment report, including recommendations.
 - c. Mediation/facilitation: If a collaborative process is indicated by an assessment, designing a collaborative process and participation protocols, and conducting agreement-seeking group facilitation and mediation and similar services.
3. Work on agreement-seeking collaborative projects of the highest level of complexity, requiring the highest level of competency, which are defined by a number of factors including (but not limited to):
 - a. Dynamics of the situation: These public policy-related projects may have high levels of conflict and low levels of trust.
 - b. Cross-sector: Projects will include situations involving participants from multiple sectors.
 - c. Scope/duration: Projects tend to be long term (at least 40 hours) with multiple committees.
 - d. Political sensitivity and visibility: Either because of the issues or the participants involved, there is a high level of political sensitivity and visibility.
 - e. Leadership role: The provider has primary responsibility for assessment, project design, implementation, and conflict resolution.

Category 2. General Facilitator

1. As lead or co-lead provider, manage and/or facilitate collaborative projects and/or organizational development projects, such as strategic planning. Projects will include multiple participants, sometimes from across sectors and sometimes from a single organization, and may include high-level decision makers. Projects rely on a range of deliberative and consensus-seeking approaches between participants to assist participants in achieving identified goals.
2. As lead or co-lead provider, provide services for all phases of a collaborative process at a moderately advanced level, including the following:
 - a. Technical assistance: confidential consultation, including preliminary problem and process exploration, to help stakeholders collaborate.
 - b. Assessment: assessing the feasibility of using a collaborative approach to address a community project or agency project. Assessment may include stakeholder interviews and an assessment report, including recommendations.
 - c. Group facilitation: Services may include process design, participation protocols, group facilitation, and similar services. Services may include strategic planning, workshop organization and group facilitation, peer learning events, or facilitating organizational development projects.
3. As lead or co-lead provider, work on collaborative projects or agency projects of a moderate level of complexity, requiring a moderate level of experience, which are defined by a number of factors including (but not limited to):
 - a. Dynamics of the situation: Projects have low to moderate levels of conflict and moderate levels of trust.
 - b. Cross-sector: Projects may include participants from multiple sectors.
 - c. Scope/duration: Projects may be short to long term projects.
 - d. Political sensitivity and visibility: Either because of the issues or participants involved, there is a moderate level of political sensitivity and visibility.
 - e. Leadership role: The provider has lead or co-lead responsibility for assessment, project design, implementation, and group facilitation.

B. Process Using Task Orders

The Proposer(s) awarded a contract pursuant to this RFP will work on a task order basis, as needed and as requested by PSU. Attachment A: Task Order will be incorporated as an attachment to contract(s) awarded pursuant to this RFP. 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 the Department makes final payment.

1. **Projects.** When NPCC or a PSU Department has a need to contract for specific project mediation and facilitation services, notification of a project opportunity will be sent to firms on the pre-qualified NPCC Affiliated Provider Pool list. The notification will describe the

specific project and will outline the qualifications and specialized experience required for the project. Interested providers will be asked to respond with a letter of interest, a proposed rate sheet, and additional project-specific information. Once the selection is made, a Task Order will be executed. PSU reserves the right to use a selection process that best meets the needs of the stakeholder group and PSU.

2. **Task Order.** Upon acceptance of the letter of interest and rate sheet, projects initiated for NPCC and PSU shall be authorized by Task Orders under the terms of the contract. 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) for billing purposes referring to the contract number and Task Order 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 NPCC Project Manager and Budget Administrator for approval and payment. The invoice shall contain the PO number, contract number, Task Order number, and invoiced amounts at the hourly rate, the number of hours expended by the closest .25 hour, work completed, and total. Specific details indicating hours worked and tasks accomplished by date shall be incorporated into the invoice or attached as a separate document.
5. **Deliverables.** Deliverables shall be considered those tangible resulting work products that are to be delivered to NPCC, including, but not limited to, 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 provided in a format requested by PSU.
6. **Place of Performance.** Contract performance may take place at a variety of sites throughout the State of Oregon. Occasionally, a project may involve other states.
7. **Completed Task.** All deliverables and resulting work products from this contract will become the property of the University except for materials that are preapproved by PSU as proprietary to the proposer. Upon completion of a project, PSU departments may request that the entire body of work product for a project(s), along with any other notes or any other materials provided and/or collected, be submitted electronically.
8. **Final Invoice.** At the completion of each Task Order, the Contractor will submit the final invoice delivered to the Department.

C. Required Minimum Qualifications and Preferred Qualifications

The following are *Required Minimum Qualifications* for *BOTH CATEGORIES OF PROVIDERS*:

1. Excellent group facilitation skills, including development and implementation of an agenda designed to achieve identified meeting goals and objectives.
2. Ability to manage projects within scope, budget, and timelines.
3. Excellent interpersonal, oral, and written communication skills.
4. Excellent project management and organizational skills.
5. Understanding of public decision-making processes.
6. Understanding of collaborative consensus-based work approaches.
7. Ability to listen and identify important concepts or ideas in dialogue and to record or summarize them accurately.
8. Ability to see all sides of complex issues and understand complexities of multi-party collaboration, while helping stakeholders find common ground.
9. Ability to relate well with the media, high level public officials, and advocates with strongly held views.
10. Knowledge of Oregon's public records and public meetings laws.
11. Possession of a driver's license or other reliable transportation.

Note: All PSU Contractors must adhere to all PSU policies on [Prohibited Discrimination & Harassment](#) and the [Professional Standards of Conduct](#).

The following are additional Required Minimum Qualifications *BY PROVIDER CATEGORY*:

Category 1. Public Policy Facilitator/Mediator

1. A minimum of seven (7) years of experience leading at an expert level in group facilitation and management of collaborative public policy projects. A bachelor's degree in conflict resolution or another relevant field can be substituted for one (1) year of experience. A JD degree or a master's degree in conflict resolution or another relevant field can be substituted for another one (1) year of experience.
2. Experience must include leading a minimum of seven (7) collaborative public policy projects of the highest level of complexity. These projects will be defined by these characteristics: high profile, potentially contentious situations in which multiple diverse stakeholders from across sectors seek agreement on disputes regarding controversial public policy issues, or collaborative collective action projects of the highest level of complexity defined by these characteristics: high profile situations in which multiple diverse stakeholders need to reach agreement on approaches to addressing a public project or opportunity while also garnering elected officials' and the public's support for these approaches and securing commitments for financial and other resources. Both of these types of collaborative processes operate within complex legal, political, substantive, technical or regulatory contexts with high to moderate conflict and low to moderate levels of trust between parties. They often involve senior decision makers. Projects require agreement-seeking and may include conflict resolution or mediation among participants.

Each project must have involved the following:

- Multiple cross-sector parties, one of which was a government entity;
- Multiple subcommittees; and

Category 1. Public Policy Facilitator/Mediator

- A consensus or agreement-seeking component to address or resolve a contentious public policy issue or to reach agreement on taking collective action to address a public project or opportunity.

Category 2. General Facilitator

1. A minimum of five (5) years of experience in group facilitation and management of collaborative projects or agency projects in a lead or co-lead provider role. A bachelor's degree can be substituted for one (1) year of experience. A JD degree or a master's degree in a relevant field can be substituted for another one (1) year of experience.
2. Experience must include a minimum of five (5) facilitated projects related to public issues.

Each project must have involved at least:

- four participants, one of which was a government entity; and
- twenty (20) hours of group facilitation and project management time.

D. Preferred Qualifications and Experience

The following are Preferred Qualifications and Experience for BOTH CATEGORIES OF PROVIDERS:

1. Demonstrable experience leading or co-leading collaborative processes with multiple participants who are Black people, Indigenous people, and other people of color on issues that impact these communities.
2. Demonstrable experience leading or co-leading collaborative processes that include urban residents and processes that involve rural residents.

The following are additional Preferred Qualifications and Experience BY PROVIDER CATEGORY:

Category 1. Public Policy Facilitator/Mediator

1. A minimum of ten (10) years of related experience working at an expert level. A bachelor's degree can be substituted for one (1) year of experience. A JD degree or a master's degree in a relevant field can be substituted for another one (1) year of experience.
2. Provider of training in collaborative processes and public policy mediation/facilitation and/or published author in these or other relevant fields.

Category 2. General Facilitator

1. A minimum of seven (7) years of related experience working as lead or co-lead facilitator. A bachelor's degree can be substituted for one (1) year of experience. A JD degree or a master's degree in a relevant field can be substituted for another one (1) year of experience.

III. PROPOSAL SUBMITTAL REQUIREMENTS:

All Proposals submitted must include the following information:

A. Technical Proposal.

Instructions for Exhibit C: Technical Proposal Form. When you complete the Technical Proposal Form, *do not* fill out the document on your internet browser. If it is printed or saved from an internet browser, all the text will be deleted. Instead, save the form to your computer and open it via Adobe Acrobat Reader or equivalent. Adobe Acrobat Reader can be downloaded free from: <https://get.adobe.com/reader/>

Note: As an alternative to Exhibit C: Technical Proposal Form, PSU will accept a Technical Proposal in another format which includes all of the information requested in this subsection III.A , numbers 1 through 5 below. Alternate formats that will be accepted by PSU are limited to PDF (.pdf), Word (.doc, docx) Excel (.xls, .xlsx), and Image (.jpg, .gif, .png) file formats.

If you have questions about completing Exhibit C: Technical Proposal Form, or submitting your Technical Proposal in an alternate format, please contact Cat McGinnis at mcginnnc@pdx.edu

For each member of your firm who wishes to qualify under this RFP, provide the following information on the Technical Proposal Form provided with this RFP.

1. **Basic business information.** Your Technical Proposal Form must include items a-e below or it will be rejected without further review:
 - a. Your business name
 - b. Primary contact person
 - c. Phone number
 - d. Email address
 - e. Complete mailing address
2. **Category of provider.** The NPCC Affiliated Provider Pool is composed of two provider categories that reflect a spectrum of experience and duties. If they so choose, providers whose proposals qualify them for the highest level, category 1, Public Policy Facilitator/Mediator, also qualify for category 2, General Facilitator without submitting additional materials. Focus your submissions on the duties and qualifications for the *highest*

category you select. **The Technical Proposal Form (or alternate format type) must state all provider categories that you would like to be considered for:**

- Category 1. Public Policy Facilitator/Mediator
- Category 2. General Facilitator

3. Equity experience. NPCC advances diversity, equity and inclusion in all aspects of our work. Address the following:

- a. How has your training and experience prepared you to represent the NPCC commitment to advancing diversity, equity, and inclusion?—Limit 300 words
- b. Provide an example of when you have advanced diversity, equity, and inclusion within a collaborative agreement-seeking group.—Limit 300 words
- c. Briefly describe your experience working with both urban and rural community members.—Limit 300 words

4. Project count. List an estimate of the number of projects you, personally, have conducted in the role of the highest level of provider category you wish to be qualified for under this RFP.

5. Experience as a provider. Write descriptions of three (3) examples of projects that best illustrate your qualifications for the highest provider category you wish to be considered for. For each example, include the following information:

- a. Name of project
- b. Geographic location impacted by the project
- c. Services that you, personally, provided
- d. Number of hours of your work involved
- e. Dollar amount of the contract
- f. Number of participants involved
- g. Description of the variety of the participants involved (for example, by variety we mean sectors, locations, and/or communities)—Limit 100 words for item g.
- h. Overview of the project substance or issues, including complexity of the issues and approaches you took to address the issues—Limit 1,000 words for item h.
- i. Type of agreement reached—Limit 100 words for item i.
- j. One reference who was either a participant or project sponsor. Reference should include the following:
 - Contact name and title
 - Organization name
 - Phone number
 - Email address
 - Role of the reference person in the example project

B. Résumé.

Instructions for Résumé. In the résumé that you submit, provide evidence of the number of years of experience you claim under the Required Minimum Qualifications and/or Preferred

Qualifications and Experience described above in subsection II, items C and D. The résumé must include the following:

1. Educational background
2. Directly related work experience
3. Professional development and training
4. Any professional designations, licenses, certifications
5. Trainings you've presented, if any
6. Publications you've authored related to collaborative governance, mediation/facilitation, or other relevant field, if any.
7. Be sure to show the years that you, personally, have been in business fulfilling the duties and meeting the qualifications described above.
8. Also, include a section listing any special categories of expertise you have. Those may include such topics as land use, education, health and human services, transportation, natural resources/environment, administrative rule advisory committees, equity and inclusion, strategic planning, or others that you deem relevant. (Note: you will not be evaluated based on item 8 listing areas of expertise; it is for NPCC's information only.)

C. Sample Work Product.

Instructions for Sample Work Product. Submit one (1) example of the following with your proposal:

- A comprehensive collaborative project assessment you completed for a project; or
- A collaborative project process design you completed for a project; or
- A collaborative project final agreement or final product you completed for a project.

Note: A process design or final agreement or final product may have been developed collaboratively by the project group, but you should have had the lead provider role in facilitating development of the product. You should have had the lead provider role in conducting and writing any assessment provided. Category 2 General Facilitators may have had a co-lead provider role in these work products.

D. Diversity. The Diversity Matrix (described in Section 4: Evaluation Criteria).

SECTION 4: EVALUATION CRITERIA

Failure to provide the information requested in SECTION 3: Scope of Work may result in rejection of the respondent's Proposal as non-responsive. Responsive Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria:

Evaluation Criteria:

1. **Technical Proposal:** The Technical Proposal Form, or other alternate format described in Section 2, subsection 6.a., complete and fully responsive to the required submissions set forth in Section 3, subsection III.A. **(PASS/FAIL)**
2. **Required Minimum Qualifications:** **(PASS/FAIL)**
3. **References:** PSU, at its sole discretion, will determine which references to contact and the total number of references that will be contacted. PSU may gather additional information or contact additional references relating to your Proposal and may utilize such information in evaluating the Proposal. **(PASS/FAIL)**
4. **Preferred Qualifications and Experience:** **(40 POINTS POSSIBLE)**
5. **Equity Experience:** Points will be awarded based on the Proposer's response to Section 3, subsection III.A.3, Equity Experience. **(15 POINTS POSSIBLE)**
6. **Sample Work Product:** **(30 POINTS POSSIBLE)**
7. **Exhibit A Diversity Matrix:** **(15 POINTS POSSIBLE)**

Summary of Evaluation Criteria

Technical Proposal Form:	PASS/FAIL
Required Minimum Qualifications:	PASS/FAIL
References:	PASS/FAIL
Preferred Qualifications and Experience:	40 Points
Equity Experience:	15 Points
Sample Work Product:	30 Points
Exhibit A - Diversity Matrix:	15 Points
TOTAL POINTS POSSIBLE	100 Points

SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS

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

1. DEFINITIONS:

“Agreement” means the entire written agreement between the parties, including but not limited to any Work 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 Portland State University and is synonymous with “Buyer”.

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 state and 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 six (6) 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. ALTERNATIVE DISPUTE RESOLUTION:

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

4. 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.

5. APPROVALS:

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

6. 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.

7. BREACH OF AGREEMENT:

If Contractor breaches any of the provisions of this Agreement, PSU reserves the right to cancel this Agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor’s breach of contract. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of contract by Contractor.

8. 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.

9. 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.

10. 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 contract and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

11. CONFIDENTIAL INFORMATION:

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to PSU. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement 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 Agreement, 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 Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement, 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. Contractor shall at all times during the term of this Agreement comply with and perform all services in accordance with the applicable provisions of ORS 36.100 through 36.238 and all applicable rules developed and adopted under ORS 36.224, including, without limitation, OAR Chapter 137 Division 5.

12. 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.

13. CONSIDERATION:

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

14. DEFAULT:

PSU by written notice of default (including breach of contract) 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) If 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 contract) 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, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of contract. 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 solicitations.

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 this 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 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. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

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 (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless PSU and the PSU Board of Trustees, along with any of their past, present, or future 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.

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; PROFESSIONAL STANDARDS:

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.

Contractor is a professional service provider. Contractor has the skill and knowledge possessed by well-informed members of its profession or industry and Contractor will apply that skill and knowledge with care and diligence and perform all Services in a timely, professional, workmanlike manner in accordance with the professional standards exercised by other members of Contractor's profession, on similar projects under similar conditions.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this Agreement comprehensive general liability (CGL) insurance insuring Contractor with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate with adequate umbrella coverage as well as 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. Portland State University, and its Board of Trustees, and its officers, agents, and employees shall be included as additional insured's 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 insurance. 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. INTELLECTUAL PROPERTY; OWNERSHIP OF WORK PRODUCT:

- a. **Definitions.** The following terms have the meanings set forth below:

"Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services provided pursuant to this Agreement or a Task Order.

"Deliverables" means items of Work Product delivered to University pursuant to this Agreement and a Task Order, which, unless otherwise specified in a Task Order, shall include documents, including, but not limited to, email, memoranda, assessments, operating principles, agendas, meeting minutes or summaries, action items, and proposed agreements, which are distributed to participants in a process pursuant to a Task Order.

"Third Party Intellectual Property" means any intellectual property owned by parties other than University or Contractor.

"Work Product" every work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that is specifically made, conceived, or prepared by Contractor (either alone or with others) pursuant to this Agreement or a Task Order.

- b. **Ownership of Certain Work Product.** Deliverables shall be the exclusive property of University. University and Contractor agree that Deliverables which are required to be delivered to and which are paid for by University shall be "work made for hire" of which University is the author within the meaning of the United States Copyright Act. If for any reason any such Deliverable(s) is not "work made for hire", Contractor irrevocably assigns to University any and all of its rights, title, and interest in such Deliverable(s). Upon University's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in University.
- c. **Contractor Intellectual Property.** Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to University pursuant to the Services performed under this Agreement or a Task Order. Contractor shall be the owner of all Work Product that is not "work made for hire" as identified in Paragraph b. above. Contractor grants University a non-exclusive, non-commercial, non-transferable, royalty-free, world-wide license to use, copy, display, and distribute any and all Contractor Intellectual Property incorporated into any Work Product.
- d. **Third Party Intellectual Property.** In the event Contractor uses any Third Party Intellectual Property in performing the Services, Contractor shall obtain a license to use all such Intellectual Property. Contractor shall also, in the event Contractor incorporates any Third Party Intellectual Property into any Work Product, secure on University's behalf, in the name of University and subject to University's approval, a license to all Third Party Intellectual Property that Contractor incorporates into any Work Product.
- e. **University Intellectual Property; Data and Background Information.** University owns all University Intellectual Property and University data and background information provided to Contractor pursuant to this Agreement and a Task Order. University grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of University Intellectual Property and University data and background information only to fulfill the purposes of this Agreement and a Task Order. University's license to Contractor is limited by the term of the applicable Task Order and the confidentiality obligations of this Agreement.
- f. **No Rights.** Except as expressly set forth in this Agreement, nothing in this Agreement or a Task Order shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by University. Except as expressly set forth in this Agreement or a Task Order, nothing in this Agreement shall be construed as granting to or conferring upon University any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. University does not grant Contractor the right to use its trademarks, trade names, service marks, or other designations in any promotion or publication without prior written consent.
- g. **Representation and Warranty Regarding Intellectual Property.** Contractor represents and warrants, when used as authorized by this Agreement, no Work Product infringes nor will University's use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party.

- 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 this 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 Contracting and Procurement Services office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid, Quote, 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 by personal delivery shall be deemed to be given when actually delivered. Any communication or notice by email shall be deemed to be given one (1) day after sending.
- 28. PAYMENT:**
Payment for completion of PSU agreement is 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 sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 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 section 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 Contractor collected or deducted from employee's wages to provide such services.
- 31. RECYCLED PRODUCTS:**
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 Agreement. 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

applicable 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 Agreement, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in its pricing.

38. TERMINATION:

a. This Agreement may be terminated for convenience at any time by mutual consent of both parties, or by PSU 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 PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.
- c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- d. If PSU terminates this Agreement under paragraphs a. or b. of this Section 32 and if the Consultant is providing task order services as of the date of termination, PSU shall compensate the Consultant for work performed through the date of termination, including any preparation work performed by the Consultant that can be documented by the Consultant as inherent to the open project.

39. TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence regarding the performance of its obligations 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:

This Agreement and attached exhibits, appendices, attachments, solicitation, and Contractor's Quote or 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.

42. WAIVER:

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.

43. TRAVEL EXPENSES:

Travel expenditures, including but not limited to, airfare, lodging, meals and ground transportation, must fall within the current policy per diem guidelines of PSU. Exceptions to the travel policy may be granted in writing by PSU at PSU's sole discretion. Complete guidelines can be found in the PSU Travel Summary. The current PSU Travel Summary, Effective January 1, 2022 is located here:

<https://portlandstate.atlassian.net/wiki/spaces/UFS/pages/2348122125/Summary+Effective+1+1+2022>

EXHIBIT B: 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

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

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 580-061-0130(3)(g)(A) as adopted in PSU Standards, shall render the proposer non-responsible and shall constitute grounds for Proposal rejection, as required under OAR 580-061-0130.

The undersigned agrees and certifies that he/she:

1. Has read and understands all Request for 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.

SUBSECTION III: SIGNATURE BLOCK

Signature of Proposer's duly authorized representative for (Contractor)

Printed Name and Title: _____

Date: _____

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.

Exhibit C: Technical Proposal Form

See separate PDF document titled "Exhibit C, Technical Proposal Form, RFP #956717"

Signature of Authorized Representative

Print Name and Title _____

Expenditure approval: _____ (for index code used)

Charge Index/Activity Code(s): _____

DRA/SPA Approval: _____

THIS IS THE END OF THE RFP.