

# State of Oregon



## The Office of the Legislative Administrator

Issues the Following

### REQUEST FOR PROPOSALS (RFP)

**RFP Number: 9041**

**Oregon State Capitol Foundation  
Development Coordinator**

**Date of Issuance: 07.23.2014**

**Proposals Due Date: 08.06.2014**

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## Section 1: Purpose and General Information

### 1.1 Introduction

#### 1.1.1 Objectives and Background.

The Oregon State Capitol Foundation, acting by and through the Legislative Administrator (“LA”), is issuing a Request for Proposals for a Professional Services Development Contractor (Contractor) who will spearhead development of fundraising efforts that support the implementation of OSCF’s 2013 – 2016 strategic plan:

<https://www.oregonlegislature.gov/foundation/Pages/StrategicPlan.aspx>

Additionally, the successful proposer will;

- Build organizational capacity to support successful and sustainable fundraising.
- Strengthen Foundation member’s engagement in fundraising.
- Increase annual revenue from “Friends”.
- Create “Major Gifts Program: to secure funding for special projects
- Host annual event to increase visibility and acquire/renew/upgrade “Friends”.
- Write Grant Requests.
- And other duties as detailed in the Menu of Services in Attachment B.

Founded in 2001, the OSCF is dedicated to preserving and enhancing the State Capitol and the shared heritage that it represents for all Oregonians. OSCF’s vision is to create a living history, enhance the dignity and beauty of the Capitol, and foster cultural and educational opportunities.

For more information, please visit

[www.oregonlegislature.gov/foundation/Pages/default.aspx](http://www.oregonlegislature.gov/foundation/Pages/default.aspx).

The Legislative Administrator has authority to conduct this procurement under ORS 173.720 (2) and Oregon Legislative Administration procurement policy.

#### 1.1.2 Contract Term.

LA anticipates that the Contract term, contingent on funding approval, will start August 2014 for duration of 14 months. The contract may be extended for three (3), one-year (1) years terms.

#### 1.1.3 Method of Compensation.

**Contract Payment:** Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. The method of compensation will be:

- Time and Materials, up to a maximum NTE amount.

### **1.1.4 Approximate Value**

The anticipated value of the procurement described in this RFP is estimated to be in the range of \$40,000.00 to \$50,000.00.

### 1.2 Schedule

<b>Event</b>	<b>Due Date</b>
RFP Release – Date of Issuance	07.23.2014
RFP Protests	08.04.2014 by 3:00 p.m.
Written Questions	08.04.2014 by 3:00 p.m.
RFP Closing	08.06.2014 by 3:00 p.m.
Issuance of Notice of Intent to Award (approx.)	08.15.2014
Award Protests due	08.22.2014 by 3:00 p.m.
Contract Award (approx.)	08.25.2014

### 1.3 Definitions

See OAR 137-046-0110 for general definitions that are incorporated into this RFP by this reference.

**1.3.1 “RFP”** means this Request for Proposals.

**1.3.2 “Scope of Work”** means the general character and range of Services requested, the work’s purpose and objectives, and an overview of the performance outcomes expected by Agency.

**1.3.3 “Statement of Work”** means the specific provisions in the final Contract, which set forth and defines in detail, the agreed-upon objectives, expectations, performance standards and other obligations.

**1.3.4 “Menu of Services”** means a listing of services that may, in part, be contracted under this RFP.

### 1.4 Summary Overview

The scope of work for this procurement includes:

- Refine and implement OSCF’s 2014-15 development plan
- Secure financial and in-kind support from individuals, foundations and corporations
- Manage the acquisition and implementation of a new constituent management system and oversee staff responsible for data entry and gift processing
- Develop, orchestrate and maintain ongoing relationships with OSCF’s major donors/sponsors
- Create and execute a strategy for a large, sustained base of annual members (Friends)
- Lead the organization and execution of special events, including bi-annual “Hello Again” Capitol Social and potential speaker series
- Develop and track proposals and reports for foundation and corporate fundraising

### 1.5 Single Point of Contact (“SPOC”)

All questions, whether about the technical requirements of this RFP, contractual requirements, the procurement process, or any other aspect of the project or needed services, must be directed to the single point of contact (“SPOC”), who is the person listed on the first page of this RFP. The RFP document may be reviewed upon request at the address listed on the first page of this RFP.

### 1.6 Advertisement of RFP

#### **1.6.1 ORPIN.**

LA shall advertise this RFP on the State of Oregon ORPIN network:

<http://orpin.oregon.gov/open.dll/welcome>

Although it is not required to register on ORPIN to propose for this RFP the ORPIN network will automatically notify a registered proposer that is a registered supplier of all notices and Addenda issued under this opportunity.

#### ***1.6.1.1 Waiver.***

Failure to perform in accordance with **Section 1.6.1** does not preclude a proposer from submitting a Proposal. The failure to perform does, however, waive all rights the proposer may have to protest and claim that proposer may have been harmed by not receiving subsequent notices and Addenda under this RFP.

This RFP, including all Addenda and Attachments, will be posted on ORPIN. LA is not required to mail this RFP or Addenda or Attachments to this RFP. LA will provide notice of any substantive clarifications in response to questions at the ORPIN website above.

Proposers without electronic access to ORPIN may obtain copies of this RFP and associated documents at the address listed on the first page of this RFP.

#### **1.6.2 Addenda on ORPIN.**

The provisions of Addenda are incorporated within and may supersede identified provisions of this RFP. Addenda may be viewed and downloaded on ORPIN by registered suppliers. Proposers should consult ORPIN regularly until the closing date of this solicitation to ensure that proposers do not miss any Addenda. Any oral communications are unofficial and are not binding. Proposers may rely only on Written statements that the SPOC issues.

#### **1.6.3 ORPIN Usage.**

Proposers unfamiliar with ORPIN may contact the DAS Procurement Services Office (SPO) between 8 a.m. and 5 p.m., Monday through Friday:

#### **Address:**

DAS Procurement Services Office  
1225 Ferry St  
Salem OR 97301-4285

**Contact:**

SPO.Care@das.state.or.us

Telephone: 503-378-4642

Fax: 503-373-1626

**Help Desk:**

[info.orpin@state.or.us](mailto:info.orpin@state.or.us)

Telephone: (503) 378-4642.

Proposers may also look for updates about ORPIN on the DAS Procurement Services Office website currently found at:

[<http://www.oregon.gov/DAS/EGS/PS/Pages/eprocurement.aspx>](http://www.oregon.gov/DAS/EGS/PS/Pages/eprocurement.aspx).

**1.6.4 ORPIN Registration.**

Proposers are responsible for ensuring that their supplier registration information in ORPIN is current and correct. LA accepts no responsibility for missing or incorrect information contained in a proposer's supplier registration information in ORPIN.

**1.6.5 Mac's List and Oregon Capitol Club**

**LA shall advertise this RFP on;**

<http://www.macslist.org>

**and**

<http://www.oregoncapitolclub.org>

## Section 2: Proposal Requirements

### 2.1 Administrative Proposal Requirements

#### 2.1.1 Proposal Cover Sheet.

The Proposal must include a completed Cover Sheet in the form as set forth in **Attachment A** of this RFP, signed by a duly authorized representative empowered to bind Proposer (**at least one original signature**). Any cover letters submitted in addition to the required Cover Sheet will not be forwarded to the evaluation committee.

**On the Cover Sheet (or a separate sheet attached to the Cover Sheet), identify the sections of the Proposal, if any, Proposer claims to be exempt from disclosure according to Oregon Public Records Law, ORS 192.410 through 192.505. List sections, paragraphs, pages, etc., and the specific ORS citation(s) that Proposer claims provides for exemption of each listed section.**

#### 2.1.2 Proposal Format.

- a. **(REQUIRED)** Proposals must use 12-point minimum font size for the substantive text (including text in tables) with the following exceptions which must use an 11-point minimum font size: **Attachment A – Proposal Coversheet**. Proposers may use their discretion for the font size of other materials that do not include substantive text (e.g. graphics, picture or graphics captions, and organizational charts).
- b. **(REQUIRED)** Proposals must be submitted without cover-stock or bindings such as wire loop or plastic comb binding.
- c. Use a removable binder clip to secure Proposal pages on original signature copy. Staples may be used on additional copies.
- d. Proposers are to submit Proposals on recycled white paper. The Proposal must not exceed **2 pages**, *excluding* Cover Sheet (**Attachment A**), any tabs or indexes, samples of work and any of the following forms (if required in this RFP): Conflict of Interest form(s). **If a Proposer submits a Proposal exceeding this limit, LA will consider the pages up to that allowable number and discard all subsequent pages.** The Proposer may choose how to allocate pages between any sections, within the overall page limit.

One (1) page is defined as: one side of a single 8-1/2" x 11" page that meets the font size requirements stated in subsection "a" above. Any page over this size will be counted as 2 pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, etc., will be counted as 1 page.

#### 2.1.3 Consultant Responsibility.

LA will determine responsibility of a firm prior to award and execution of a contract. Selected Proposer(s) shall submit a signed **Responsibility Inquiry form** within 5 business days of receipt of Intent to Award notice (see form for additional information regarding Agency's responsibility review). The form provided below (as an electronic MS Word file) must be signed and may be submitted as hard copy or electronically via fax or email.

Double-click icon to open attached file →



**Submitted only by selected Proposer(s)**

Consultant is responsible for any and all contractual matters, including performance of Services and the required deliverables finalized in the Contract, whether Consultant, a sub Consultant, or a representative of Consultant, produces them.

#### **2.1.4 Copies.**

Submissions in response to this RFP must contain one original and three (3) copies of the Proposal and all required supporting information, documents and samples. A searchable copy of the submission on CD, DVD or other readily available recordable media must be provided with the Proposal. The originals and all copies of the Proposal must be submitted in a sealed envelope or box, labeled “**Proposal to RFP 9027**” and delivered to the SPOC.

#### 2.2 Minimum Requirements (Pass/Fail)

Please include responses to the following Minimum Qualifications in the space provided on the Proposal Cover Sheet (**Attachment A**):

- Proposers must have a minimum of 5 years’ experience in developing fund-raising programs for Governmental Agencies or Non-Profit organizations including;
  - Raising Funds
  - Stewardship of Funds
  - Communications with Donors
  - Grant Writing
  - Management of Donor Databases
  
- BA or BS (any field)

#### 2.3 Required Submissions (Pass/Fail)

- Proposal Cover sheet (Section 2.1.1)
- Consultant Responsibility form (Section 2.1.3)
- Technical Proposals (Section 4.1.1)



## **Section 3: Solicitation Process**

### **3.1 Procurement Authority and Method**

LA is issuing this RFP pursuant to LA's authority under ORS 173.720. LA intends to use a method similar, but not identical, to the method set forth in ORS 279B.060 ("Competitive Sealed Proposal").

### **3.2 Competitive Sealed Proposals – Multi-step Solicitation**

LA intends to conduct this RFP using **Competitive Sealed Proposals; Multistep Solicitation** similar to the method described in ORS 279B.060 and OAR 137-047-0261

See **Section 4** for information regarding Proposal Evaluation and Consultant Selection process.

### **3.3 Questions, Modifications and Protests relating to this RFP, Contract Provisions or Specifications**

#### **3.3.1 Submission of Questions and Requests.**

Proposers may submit questions, including requests for explanations of the meaning or interpretation of provisions of this RFP, in writing and to the attention of the SPOC. Questions must arrive by the date and time specified in **Section 1.2**. E-mail submissions are acceptable.

*Note: With the exception of negotiations of those terms permitted under section 4.7, the procedure outlined in this section is the proposer's only opportunity to request any change or protest any requirement of this RFP, including but not limited to the solicitation process, Proposal requirements or terms and conditions. LA will consider as not Responsive those Proposals that take exception to the requirements of this RFP, including but not limited to the solicitation process, proposal requirements or terms and conditions and will reject such Proposals.*

#### **3.3.2 Methods of Seeking Modifications to RFP, Contractual Provisions or Specifications.**

##### **3.3.2.1 Procedure.**

The appropriate means of seeking modifications to provisions of this RFP are through a written (a) request for clarification; (b) formal submission of a request for changes to this RFP, contractual terms or specifications; or (c) formal submission of a protest of this RFP, contractual terms or specifications.

##### **3.3.2.2 Request for Clarification.**

A proposer that requires clarification of a provision of this RFP, contractual terms or specifications may submit to the SPOC a written request for clarification. To be considered, the SPOC must receive the written request for clarification by the deadline specified in **Section 1.2** or any extension specified in subsequent Addenda.

**3.3.2.3 Request for Changes to RFP, Contractual Terms or Specifications.**

Any proposer may submit to the SPOC a written request for changes to this RFP, contractual terms or specifications. To be considered, the written request for changes must be received by the SPOC by the deadline specified in **Section 1.2** or any extension made by subsequent Addenda. The request must include the reason for requested changes, supported by factual documentation, and any proposed changes and must contain all other information required by ORS 279B.405 and OAR 137-047-0730.

**3.3.2.4 Protest of RFP, Contractual Terms or Specifications.**

Proposers may submit to the SPOC a written protest of this RFP, the contractual terms or the specifications. To be considered, a protest must:

**3.3.2.4.1** Identify the proposer’s name and RFP number;

**3.3.2.4.2** Contain evidence that supports the grounds on which the protest is based and specify the relief sought, including a statement of the proposed changes to the solicitation process or RFP provisions, requirements or terms and conditions that the proposer believes will remedy the conditions upon which the protest is based;

**3.3.2.4.3** Be signed by the proposer’s authorized representative;

**3.3.2.4.4** Be submitted to the SPOC by the solicitation protest due date specified in section 1.2; and

**3.3.2.4.5** Be delivered or e-mailed to the SPOC at the address listed on the first page of this RFP.

LA will not consider solicitation protests that do not meet the requirements of this section. LA will resolve all solicitation protests in accordance with OAR 137-047-0730. LA is not responsible for the successful transmission of faxed protests. Unless LA extends this specific due date by Addenda to this RFP, LA will not consider a proposer’s solicitation protests to the originally issued RFP submitted after the solicitation protest due date specified in **Section 1.2**.

**3.3.2.5 Method of Submitting Requests for Modification of RFP Provisions.**

Envelopes containing written requests for clarification, requests for change, and protests must be marked as follows:

**Request for Clarification/Change/Protest**  
**RFP Number**  
**Closing date**

The SPOC must receive envelopes by the date and time specified in **Section 1.2**. This deadline may be extended by Addendum. LA will not consider a written request for clarification, request for change or a protest regarding this RFP, contractual terms or

specifications if the SPOC receives the request for change or protest after the date specified in this RFP or the date specified in a subsequent Addendum.

### **3.3.2.6 Response to Requests for Clarification or Change and Protests.**

LA will respond to each properly submitted written request for clarification, request for change, or protest in accordance with ORS 279B.405. If appropriate, LA will issue revisions and clarify RFP provisions via Addenda posted on ORPIN. LA may also informally respond to proposer questions.

Informal responses, however, do not affect the provisions of this RFP. This RFP, the contractual terms or the specifications may only be changed via formal Addenda issued by LA and posted on ORPIN.

### **3.4 Submission of Proposals**

The SPOC must receive Proposals no later than the closing date and time specified in ORPIN at the address listed on the first page of this RFP. Proposals may be delivered by U.S. Mail or courier or by personal delivery. Proposals must be sent to the attention of the SPOC's name.

*NOTE: LA will not accept late, faxed or electronically transmitted Proposals.*

### **3.5 Withdrawal of Proposals**

If a proposer wishes to withdraw a Proposal the proposer submitted, the proposer must do so before the date and time specified for closing this solicitation. The proposer must submit a written request to withdraw, signed by the proposer, on the proposer's letterhead, to the SPOC at the address listed on the first page of this RFP, as required by OAR 137-047-0440(2).

### **3.6 Evaluation and Award**

The evaluation and award process is described in **Section 4**.

### **3.7 Public Information, Confidentiality, and Trade Secrets**

All Proposals are public information after LA opens the Proposals and all protests are public information after the protest period ends. LA will open Proposals at the date and time listed in section 1.2. LA will not provide copies of Proposals, however, until the evaluation process is completely closed and a notice of intent to award has been issued pursuant to OAR 137-047-0630. Any person may request copies of public information. A proposer shall label any information that the proposer wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: **"This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law."** LA will take reasonable measures to hold in confidence all such labeled information, but LA and the State of Oregon are not liable for a release of any information if a law or an order of a court requires the release, whether pursuant to the Oregon Public Records law (ORS 192.410 to 192.505) or otherwise. LA and the State of Oregon are also immune from liability for disclosing or releasing information under the circumstances set forth in ORS 646.473(3).

### 3.8 Cost of Preparing Proposals

Proposer is responsible for all costs proposer incurs in preparing and submitting a Proposal in response to this RFP. LA will not reimburse these costs.

### 3.9 Reservation of LA's Rights

LA reserves all rights regarding this RFP, including, without limitation, the right to:

- i. Amend, delay or cancel this RFP without liability if LA finds that cancellation is in LA's best interest;
- ii. Reject any or all Proposals received if LA determines that rejection is in LA's best interest;
- iii. Waive any minor informality or non-conformance with the provisions or procedures of this RFP, and seek clarification of any Proposal, if required;
- iv. Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- v. Negotiate a Statement of Work described in Attachment B and to negotiate separately in any manner necessary to serve the best interest of the public;
- vi. Amend any Contract executed as a result of this RFP; and
- vii. Engage a Consultant by selection or procurement independent of this solicitation or any Contracts or agreements under this solicitation to perform the same or similar services.

Although price is a consideration in determining the apparent successful proposer, the intent of this RFP is to identify a Proposal from a proposer that has a level of specialized skill, knowledge and resources to perform the Work described in this RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Because of the highly technical nature of some of these tasks, the proposer with the lowest Price Proposal may not necessarily be awarded a Contract. LA reserves the sole right to determine the best Proposal.

### 3.10 Contract Form

The apparent successful proposer shall be asked to sign a Contract substantially in the contract form that is attached as **Attachment C**. The terms and conditions included in **Attachment C**, other than those identified in **Section 4.7.7** of this RFP, are not subject to negotiation.

### 3.11 Contractual Obligation

LA is not obligated as a result of a proposer's submitting a Proposal to enter into a Contract with the proposer, and LA has no financial obligation to any proposer arising from this RFP.

## Section 4: Evaluation and Award

### 4.1 Evaluation Process

#### 4.1.1 Evaluation Overview.

LA shall conduct an evaluation of the Proposals received in response to this RFP. LA shall evaluate and score all Proposals on the completeness, quality, and applicability of the content of the Proposals.

#### 4.1.2 Evaluation Committee.

LA will establish an evaluation committee, which will consist of LA staff and others, to review, evaluate and score each Proposal.

#### 4.1.3 Disqualification.

If a proposer attempts to improperly influence a member of the evaluation committee during the proposal review and evaluation process, LA shall reject the proposer's Proposal.

### 4.2 Evaluation of Proposals

The evaluation committee shall independently score all Proposals based upon Proposers responses to the evaluation questions detailed below. Proposals meeting all Pass/Fail criteria (including submittal of all REQUIRED items in the time allowed) will be forwarded to an evaluation committee of at least 3 members that will independently review, score and rank Proposals according to the Scoring Criteria set forth in **Section 4.5**. Evaluators will independently judge the merits of the Proposals by comparing the requirements and criteria stated in the RFP with the responsiveness and the relevance of experience and qualifications presented in the Proposal.

The outcome of the Evaluation process may, in LA's sole discretion, result in:

- (a) notice to Proposer(s) of selection or rejection for Contract negotiation and possible award;
- (b) further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- (c) cancellation of the RFP and either re-issuance of the RFP in the same or revised form or no further action by LA with respect to the RFP.

LA may reject any or all Proposals and may cancel this RFP at any time if doing either would be in the public interest as determined by LA. LA is not liable for any costs a Proposer incurs while preparing or presenting the Proposal or during further evaluation stages. All Proposals will become part of the public file.

#### 4.2.1 Multistep Solicitation:

**Step 1.** The first step includes submittal of unpriced technical proposals by the due date indicated on page 1 of this RFP. The Services offered in Proposer's unpriced submittals must be furnished generally in accordance with the requirements of the RFP. Proposals submitted on time and meeting all Pass/Fail and Required items will then be evaluated based on the Scoring Criteria in **Section 4.5** to determine qualified Proposers or Proposers within the Competitive Range (**Section 4.3, Competitive Range**).

*Note: To the extent that it finds necessary, LA may conduct oral or written discussions of the unpriced technical Proposals prior to requesting competitive price proposals from Proposers determined to be qualified and within the Competitive Range.*

For this RFP, no protest is provided for Proposers excluded from subsequent steps or phases of this multistep solicitation.

**Step 2.** In the second step, LA will conduct Interviews with Proposers determined in step 1 to be in the Competitive Range. All scores from step 1 will be discarded. Proposers will be ranked based solely upon the scoring from the interviews.

If after a predetermined amount of time, LA, in its sole discretion, will close negotiations and open negotiations with the second ranked proposer and so forth until LA is successful in negotiating a contract.

#### **4.3 Competitive Range**

LA may establish a Competitive Range consisting of the 3 highest scoring responsive, responsible Proposers based on scores received from evaluation of criteria in **Section 4.**

LA may increase the number of Proposers in the Competitive Range if Agency's evaluation of Proposals establishes a natural break in the scores of Proposers indicating a number of Proposers greater than the initial Competitive Range are closely competitive, or have a reasonable chance of being determined the most advantageous Proposer. LA may decrease the number of Proposers in the initial Competitive Range only if the excluded Proposers have no reasonable chance to be the most advantageous Proposer.

When Competitive Range is established, LA will provide written notice to all Proposers identifying Proposers in the Competitive Range and describing the next step in the solicitation process.

#### **4.4 Interviews**

Interviews will be conducted and scored by LA in step 2 of the multi-step process. The following will apply:

- A minimum of 3 evaluators shall score the interview question responses;
- The interviews will have a maximum score of 50 points.
- Proposers determined to be in the Competitive Range (**Section 4.3, Competitive Range**) may be included in interview process.
- At LA's discretion, written interview questions may be sent via email to Proposer(s) in the Competitive Range (with responses returned via email) as an alternative to oral interviews.
- Oral interviews normally require physical attendance at LA's offices; however, LA may elect to conduct oral interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews.

#### 4.5 Scoring Criteria

Scoring will be based on the categories described below. Proposer must describe how Proposer meets the requirements that are specified in this RFP as related to the subsections below. Be clear and concise.

##### 4.5.1 EXPERIENCE AND DEMONSTRATED EXPERTISE EXAMPLES 10 Points

Proposer shall provide three examples of Grant requests or fundraising projects involving Foundations or corporations. What made these successful and what role did the proposer play in the success.

##### 4.5.2 ORGANIZATIONAL, MANAGERIAL AND COMMUNICATIONS SKILLS

10 Points

Describe Proposers organizational, managerial and communications skills.

##### 4.5.3 CONSTITUENT MANAGEMENT SYSTEMS 10 Points

Describe Proposers knowledge of and ability to effectively use constituent management systems.

##### 4.5.4 STAFFING EXPERIENCE 10 Points

Describe Proposers staffing experience both as an employee or contractor for an organization and its leaders as well as for elected policy makers or other external audiences.

##### 4.5.5 STATE CAPITOL EXPERIENCE 10 Points

Describe Proposers knowledge or and/or experience working in the State Capitol and provide three aspects of your expertise in providing services to meet the goals in this role.

SUMMARY OF SCORING CRITERIA FOR USE BY PROPOSERS	
	<u>MAXIMUM SCORE</u>
<input type="checkbox"/> EXPERIENCE AND DEMONSTRATED EXPERTISE EXAMPLES	10
<input type="checkbox"/> ORGANIZATIONAL, MANAGERIAL AND COMMUNICATION SKILLS	10
<input type="checkbox"/> COPNSTITUENT MANAGEMENT SYSTEMS	10
<input type="checkbox"/> STAFFING EXPERIENCE	10
<input type="checkbox"/> STATE CAPITOL EXPERIENCE	10
<input type="checkbox"/> INTERVIEWS	50
<b>TOTAL AVAILABLE POINTS</b>	<b>100</b>

#### 4.6 RESERVED

#### 4.7 Award Notification and Process

##### 4.7.1 Award Consideration.

LA may determine, at LA's sole and absolute discretion, whether the Contract is in LA's best interest and the best interest of the State of Oregon. LA reserves the right to withdraw any or all items from consideration for an award of a Contract.

#### 4.7.2 Notice of Intent to Award a Contract.

LA shall announce LA's intent to award a Contract by posting a Notice of Intent to Award on ORPIN. The Intent to Award Notice serves as notice to all proposers that LA intends to negotiate a contract to the proposer receiving the Notice of Intent to Award.

#### 4.7.3 Review of Proposal Files.

Proposers shall have five (5) calendar days from the date of the Intent to Award Notice in which to view the Proposal files (by appointment).

#### 4.7.4 Protest of Notice of Intent to Award.

A proposer that claims to have been adversely affected or aggrieved by the selection of a competing proposer may protest the selection by submitting, not later than seven (7) calendar days after LA has issued an Intent to Award Notice, a written, signed protest by U.S. mail or courier, or by personal delivery, to the SPOC at the address listed on the first page of this RFP. To be adversely affected or aggrieved, a proposer must demonstrate that all higher ranked Proposals were ineligible for selection in accordance with ORS 279B.410 (1)(a) and (b). LA shall resolve protests in accordance with Oregon Administrative Rules.

***NOTE:** LA will not consider a protest that a proposer submits after the deadline. LA will not accept faxed or electronically transmitted protests.*

#### 4.7.5 Response to Protests of Intent-to-Award Notice.

LA will respond in writing to any protest of LA's Intent to Award notice, if such protest meets all requirements set forth herein, that adversely affected or aggrieved Proposer. Any response that LA provides, however, does not itself constitute confirmation that the Proposer is in fact adversely affected or aggrieved and therefore entitled to protest the Intent to Award Notice.

#### 4.7.6 Insurance Certification and Performance Bond.

Within seven (7) calendar days after the date of the Intent-to-Award Notice, the successful proposer (Awardee) shall provide all required proofs of insurance. Failure to present the required documents within the seven (7) calendar-day period may result in LA's closing negotiations with awardee and opening negotiation with the second ranked proposer. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements set forth in this RFP before submitting a Proposal.

#### 4.7.7 Negotiation.

LA may elect to negotiate the following terms and conditions of the Contract:

- 4.6.7.1** Method of payments
- 4.6.7.2** Invoicing
- 4.6.7.4** Insurance

LA intends to complete Contract negotiations within the time detailed in the Notice of Intent to Award. If LA and the proposer cannot reach mutually agreeable terms within a



reasonable time period, as judged by LA, LA reserves the right to cancel the Notice of Intent to Award and to open negotiations with the second ranked proposer.

#### 4.7.8 Award.

After the seven (7) calendar-day Award protest period, finalization of negotiations and disposition of all protests, LA will proceed with the final Award. LA shall award a Contract to the responsible proposer that has met the minimum proposal requirements and has received the highest total score as detailed in Section 4.2.

## Section 5: Attachments

Attachment A – Proposal Cover Sheet

Attachment B – Menu of Service

Attachment C – Form of Contract (Sample)

All attachments listed in this section are incorporated into this RFP by this reference.

# Attachment A - Proposal Cover Sheet



Cover Sheet -  
Attachement A.docx

## Attachment B – Menu of Services

### **Goal #1      Build organizational capacity to support successful and sustainable fundraising**

- Strategies:*
- A. Prepare 2-year and first-year development plans that align with 2013-16 strategic plan.
  - B. Secure development contractor to coordinate implementation of development plan.
  - C. Define case for support (what?, why now? Why OSCF?, how can you help? Community benefit?)
  - D. Strengthen marketing/communications (e.g. website, sponsor benefits, calendar, story blog)
  - E. Secure and launch constituent management system.
  - F. Establish/strengthen partnerships to increase visibility and support (e.g., Visitor Services, OHS, OCF)

### **Goal #2      Strengthen Foundation Members' engagement in fundraising**

- Strategies:*
- A. Clarify fundraising roles and responsibilities (e.g. annual agreement with standard and optional activities)
  - B. Establish annual fundraising campaign to secure personally significant gifts from all Foundation Members
  - C. Equip and engage members to help with donor identification, cultivation, solicitation and stewardship
  - D. Provide members with regular updates re: fundraising progress, next steps and ways to engage
  - E. Strategically recruit members to increase OSCF's philanthropic potential and visibility

**Goal #3 Double annual revenue from Friends**

- Strategies:*
- A. Revise membership opportunities (e.g. multi-level annual, sustaining and legacy)
  - B. Create and maintain annual communications schedule (e.g. newsletters, renewals, invitations, events)
  - C. Invite “lifetime” Friends to become annual, sustaining and/or legacy members (*Note: Also provide option to maintain “lifetime” status with separate recognition.*)
  - D. Identify/secure lists of potential Friends (e.g. Oregonians with Pacific Wonderland plates)
  - E. Conduct renewal/upgrade and acquisition campaigns that include personalized “invitations”
  - F. Refine and implement stewardship program (e.g. program (e.g. prompt thank you letters/calls, list on website+)

**Goal #4 Create “major gifts program” to secure funding for special projects**

- Strategies:*
- A. Define funding and in kind opportunities (e.g. contractor, software, exhibits, branding/marketing, fellowships)
  - B. Develop case for each projects (e.g. what?, why now? Why OSCF, how can you help? community benefit?)
  - C. Identify potential funders for each project; consider capacity, interest, connection, timing
  - D. Identify volunteer lead for each prospect; prepare/implement cultivation and solicitation strategies
  - E. Refine and implement stewardship program (e.g. annual meeting with “menu of opps,” impact reports+)

**Goal #5 Host annual event to increase visibility and acquire/renew/upgrade Friends**

- Strategies:*
- A. Determine mission-focused annual events (e.g. Hello Again, educational speaker at Mahonia Hall)
  - B. Prepare event plans (purpose, goal, format, budget, action plan/timeline, evaluation)

- C. Line up volunteer chairs and committee members
- D. Prepare event materials (e.g. invitation, sponsor benefits/application, program)
- E. Identify/secure target sponsors (include sponsorship on “menu of opps” noted Goal #4/Strategy 5)
- F. Implement event plan and follow-up with guests (e./g., feedback, secure as Friend, share “menu of opps”)

**Goal #6      Create and promote “Capitol Pioneers” endowment with primary focus on deterred gifts**

- Strategies:*
- A. Define case for support (what?, why now?, why OSCF, how can you help?, community benefit?)
  - B. Prepare and adopt endowment policy and legacy fund goals (e.g. X members by 2015-16)
  - C. Partner with OCF to raise visibility of “Capitol Pioneers” and establish credibility for endowment
  - D. Invite Foundation Members to become “Capitol Pioneers” (e.g. bequest pledges, beneficiary designations)
  - E. Establish special funds as appropriate (e.g. honor retiring and deceased leaders, maintain History Gateway)
  - F. Invite Friends to join Legacy Society

# Attachment C – Form of Contract (Sample)

## LEGISLATIVE ADMINISTRATION

### PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between the Legislative Assembly, acting by and through the Legislative Administrator under ORS 173.720(2), (“LA”), and (“Consultant”). LA’s Contract Administrator for this Contract is and is the LA’s designee. Project Manager is .

**1. Contract Period.** This Contract becomes effective on the date that every party has fully executed this Contract. Unless extended or terminated earlier in accordance with the terms of this Contract, this Contract shall terminate when LA accepts Consultant’s completed performance or on , 20 , whichever date occurs last. Contract termination does not extinguish or prejudice LA’s right to enforce this Contract with respect to any default by Consultant that has not been cured.

**2. Statement of Work.** Consultant shall perform the work (the “Work”) as set forth in the Statement of Work, which includes the delivery schedule for the Work, and that is attached to this Contract as Exhibit A. Consultant shall perform the Work in accordance with the terms and conditions of this Contract.

#### **3. Consideration**

**a.** The maximum, not-to-exceed compensation payable to Consultant under this Contract, which includes any allowable expenses, is \$ . LA will not pay Consultant any amount in excess of the maximum, not-to-exceed compensation of this Contract for completing the Work, and LA will not pay for Work performed before the date this Contract becomes effective or after the date this Contract terminates. If the maximum, not-to-exceed compensation is increased by amendment of this Contract, the amendment must be fully effective before Consultant performs Work subject to the amendment.

**b.** Interim payments to Consultant are subject to ORS 293.462 and shall be made in accordance with the payment schedule and requirements in Exhibit A.

**c.** LA will pay only for completed Work that LA accepts.

**d.** Consultant shall submit monthly invoices to LA’s Contract Administrator for Work performed. The invoices must describe all Work performed with particularity, specify who performed the Work and itemize and explain all expenses that this Contract requires LA to pay and for which Consultant claims reimbursement. Each invoice also must include the total amount that Consultant invoiced before the current invoice. Consultant shall specifically note in the appropriate invoice when Consultant has requested payment for one-third and two-thirds of the maximum, not-to-exceed compensation. Consultant shall send invoices to LA’s Contract Administrator.

**4. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Required Insurance), Exhibit C (Independent Consultant Certification Statement), Exhibit D (the Legislative Administration System Requirements Specification), Exhibit E (the Consultant’s Proposal), and Exhibit F (Consultant’s Warranty and Maintenance Agreement). Exhibits A, B, C, D, E and F are attached to this Contract and are incorporated into this Contract by this reference.

#### **5. Independent Consultant; Responsibility for Taxes and Withholding**

**a.** Consultant shall perform all Work as an independent Consultant. LA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, LA may not and will not control the means or manner of Consultant’s performance. Consultant is responsible for determining the appropriate means and manner of performing the Work.

**b.** If Consultant is currently performing work for the State of Oregon or the federal government, Consultant by signature to this Contract represents and warrants that: Consultant’s Work to be performed under this Contract creates no actual conflict of interest or potential conflict of interest, as those terms are defined in ORS 244.020, and no statutes, rules or regulations of the state or federal agency for which Consultant currently performs work would prohibit Consultant’s Work under this Contract.

**c.** Consultant understands and agrees that Consultant is not an "officer," "employee" or "agent" of LA, as those terms are used in ORS 30.265.

**d.** Consultant is responsible for all federal or state taxes that apply to compensation or payments paid to Consultant under this Contract and, unless Consultant is subject to backup withholding, LA will not withhold from such compensation or payments any amount(s) to cover Consultant’s federal or state tax obligations. Consultant is not eligible for any Social Security, unemployment insurance or workers’ compensation benefits from compensation or payments paid to Consultant under this Contract, except as a self-employed individual.

## **6. Subcontracts, Successors, and Assignments**

**a.** Consultant may not enter into any subcontracts for any of the Work required by this Contract without LA's prior Written consent. In addition to any other provisions LA may require, Consultant shall include in any permitted subcontract under this Contract provisions to ensure that LA will receive the benefit of subConsultant performance as if the sub Consultant were the Consultant with respect to sections 5, 6, 7, 9, 10, 11, 14, 15, 16, 18 and 23. LA's consent to any subcontract does not relieve Consultant of any of Consultant's duties or obligations under this Contract.

**b.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties, the parties' respective successors, and permitted assigns, if any.

**c.** Consultant may not assign, delegate or transfer any of Consultant's rights or obligations under this Contract without LA's prior written consent.

**7. No Third Party Beneficiaries.** LA and Consultant are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give, or provides any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless this Contract identifies the third persons individually by name and expressly describes the third persons as intended beneficiaries of the terms of this Contract.

**8. Funds Available and Authorized; Payments.** Consultant may not be compensated for Work Consultant performs under this Contract by any other agency or department of the State of Oregon. LA certifies that LA has sufficient funds currently authorized for expenditure to finance the costs of this Contract within LA's current biennial appropriation or limitation. Consultant understands and agrees that LA's payment of amounts under this Contract is contingent on LA receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow LA, in the exercise of LA's reasonable administrative discretion, to continue to make payments under this Contract.

## **9. Representations and Warranties.**

**a. Consultant's Representations and Warranties.** Consultant represents and warrants to LA that (1) Consultant has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Consultant enforceable in accordance with the terms of this Contract, (3) Consultant has the skill and knowledge possessed by well-informed members of Consultant's industry, trade or profession and Consultant will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession, (4) Consultant shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000, (6) any software products delivered under this Contract that process date or date-related data shall recognize, store and transmit date data in a format that explicitly and unambiguously specifies the correct century, and (7) Consultant prepared Consultant's proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b. Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **10. Ownership of Work Product.**

**a. Definitions.** As used in this section 10, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) "Consultant Intellectual Property" means any intellectual property Consultant owns and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than LA or Consultant.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Consultant is required to deliver to LA pursuant to the Work.

**b. Original Works.** All Work Product Consultant creates pursuant to the Work, including derivative works and compilations of the Work Product, and whether or not the Work Product is considered a Work Made for Hire or an employment to invent, is the exclusive property of LA. LA and Consultant agree that such original works of authorship are "Work Made for Hire" of which LA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "Work Made for Hire," Consultant hereby irrevocably assigns to LA any and all of Consultant's rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon LA's reasonable request,

Consultant shall execute such further documents and instruments necessary to fully vest such rights in LA. Consultant forever waives any and all rights relating to original Work Product created pursuant to the Work, 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. If Work Product that Consultant creates under this Contract is a derivative work based on Consultant Intellectual Property, or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to LA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Consultant Intellectual Property employed in the Work Product, and to authorize others to do the same on LA's behalf. If Work Product that Consultant creates under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on LA's behalf and in the name of LA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on LA's behalf.

**c. Consultant Intellectual Property.** If Work Product is Consultant Intellectual Property, Consultant hereby grants to LA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Consultant Intellectual Property, and to authorize others to do the same on LA's behalf.

**d. Third Party Works.** If Work Product is Third Party Intellectual Property, Consultant shall secure on LA's behalf and in the name of LA, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on LA's behalf.

#### **11. Indemnity.**

**a. GENERAL INDEMNITY.** CONSULTANT SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY THE STATE OF OREGON, AND LA AND THE OFFICERS, EMPLOYEES AND AGENTS OF THE STATE OF OREGON, AND LA FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO, THE ACTIVITIES OF CONSULTANT OR CONSULTANT'S OFFICERS, EMPLOYEES, SUBCONSULTANTS, OR AGENTS UNDER THIS CONTRACT.

**b. INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 11.a, CONSULTANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD LA AND THE STATE OF OREGON, AND THE AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES OF LA AND THE STATE OF OREGON, HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEY FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS THAT CONSULTANT DELIVERS TO LA THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR ANY CLAIMS THAT THE LA'S USE OF THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT LA SHALL PROVIDE CONSULTANT WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

**c. CONTROL OF DEFENSE AND SETTLEMENT.** CONSULTANT SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTION 11.a OR 11.b; HOWEVER, CONSULTANT MAY NOT, AND ANY ATTORNEY CONSULTANT ENGAGES MAY NOT, DEFEND THE 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 AGENCY OF THE STATE OF OREGON, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. CONSULTANT MAY NOT SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT THE ELECTION AND EXPENSE OF THE STATE OF OREGON, ASSUME THE STATE OF OREGON'S OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT CONSULTANT IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME THE STATE OF OREGON'S OWN DEFENSE.

**12. Insurance.** Consultant shall maintain insurance as set forth in Exhibit B, which is attached to this Contract.

#### **13. Default; Remedies; Termination.**

**a. Default by Consultant.** Consultant is in default under this Contract if:

- (i) Consultant institutes or has instituted against Consultant insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (ii) Consultant no longer holds a license or certificate that is required for Consultant to perform Consultant's obligations under this Contract and Consultant has not obtained the required license or certificate within fourteen (14) calendar days after LA's notice or such longer period as LA may specify in LA's notice; or



(iii) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified in this Contract or any extension of the time specified in this Contract, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with the terms of this Contract, and Consultant's breach, default or failure is not cured within fourteen (14) calendar days after LA's notice, or such longer period as LA may specify in LA's notice.

**b. LA's Remedies for Consultant's Default.** If Consultant is in default under section 13.a, LA may, at LA's option, pursue any or all of the remedies available to LA under this Contract and at law or in equity, including, but not limited to:

- (i) Termination of this Contract under section 13.e(ii);
- (ii) Withholding all moneys due for Work and Work Products that Consultant has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance or declaratory or injunctive relief;
- (iv) Exercise of LA's right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and LA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Consultant was not in default under section 13.a, then Consultant is entitled to the same remedies as if this Contract was terminated pursuant to section 13.e(i).

**c. Default by LA.** LA is in default under this Contract if:

- (i) LA fails to pay Consultant any amount under the terms of this Contract, and LA fails to cure such failure within thirty (30) calendar days after Consultant's notice or such longer period as Consultant may specify in Consultant's notice; or
- (ii) LA commits any material breach or default of any covenant, warranty or obligation under this Contract, and LA's breach or default is not cured within thirty (30) calendar days after Consultant's notice or such longer period as Consultant may specify in Consultant's notice.

**d. Consultant's Remedies for LA's Default.** If LA terminates the Contract under section 13.e(i), or if LA is in default under section 13.c and whether or not Consultant elects to exercise Consultant's right to terminate the Contract under section 13.e(iii), Consultant's sole monetary remedy is (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.295 to 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by LA, less previous amounts paid and any claim(s) that LA has against Consultant. LA is not liable to Consultant for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Consultant exceed the amount due to Consultant under this section 13.d, Consultant shall pay immediately any excess to LA upon written demand provided in accordance with section 20.

**e. Termination.**

**(i) LA's Right to Terminate at LA's Discretion.** At LA's sole discretion, LA may terminate this Contract:

- (A) For LA's convenience upon thirty (30) days' prior Written notice by LA to Consultant;
- (B) Immediately upon written notice if LA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (C) Immediately upon Written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the LA's purchase of the Work or Work Product under this Contract is prohibited or LA is prohibited from paying for the Work or Work Product from the planned funding source.

**(ii) LA's Right to Terminate for Cause.** In addition to any other rights and remedies LA may have under this Contract, LA may terminate this Contract immediately upon written notice by LA to Consultant, or at a later date that LA may establish in LA's notice, or upon expiration of the time period and with such notice as provided in section 13.e(ii)(B) and 13.e(ii)(C) below, upon the occurrence of any of the following events:

- (A) Consultant is in default under section 13.a(i) because Consultant institutes or has instituted against Consultant insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Consultant is in default under section 13.a(ii) because Consultant no longer holds a license or certificate that is required for Consultant to perform Consultant's obligations under this Contract and Consultant has not obtained the required license or certificate within fourteen (14) calendar days after LA's notice or such longer period as LA may specify in LA's notice; or
- (C) Consultant is in default under section 13.a(iii) because Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified in this Contract or any extension of the time specified in this Contract, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with the terms of this Contract, and Consultant's breach, default or failure is not cured within fourteen (14) calendar days after LA's notice, or such longer period as LA may specify in LA's notice.

**(iii) Consultant's Right to Terminate for Cause.** Consultant may terminate this Contract with written notice to LA as provided in section 13.e(iii)(A) and 13.e(iii)(B) below, or at a later date that Consultant may establish in Consultant's notice, upon the occurrence of the following events:

(A) LA is in default under section 13.c(i) because LA fails to pay Consultant any amount under the terms of this Contract, and LA fails to cure LA's failure within thirty (30) calendar days after Consultant's notice or such longer period as Consultant may specify in Consultant's notice; or

(B) LA is in default under section 13.c(ii) because LA commits any material breach or default of any covenant, warranty or obligation under this Contract, LA fails to perform LA's commitments under this Contract within the time specified or any extension of the time specified, and LA fails to cure LA's failure within thirty (30) calendar days after Consultant's notice or such longer period as Consultant may specify in Consultant's notice.

**(iv) Return of Property.** Upon termination of this Contract for any reason whatsoever, Consultant shall immediately deliver to LA all of LA's property (including without limitation any Work or Work Product for which LA has made payment in whole or in part) that is in Consultant's possession, or under Consultant's control, in whatever stage of development and form of recordation LA's property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless LA expressly directs otherwise in LA's notice of termination. Upon LA's request, Consultant shall surrender to anyone LA designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Product.

**14. Records Maintenance; Access.** Consultant shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document Consultant's performance. Consultant acknowledges and agrees that LA and the Oregon Secretary of State's office and the federal government, and the duly authorized representatives of LA, the Oregon Secretary of State's office and the federal government, shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Consultant that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such financial records and other books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as applicable law may require, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**15. Compliance with Applicable Law.** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract. Without limiting the generality of the requirement in the previous sentence, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the laws identified in this section; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated into this Contract by this reference to the extent that they are applicable to this Contract and required by law to be incorporated into this Contract. LA's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated into this Contract by this reference. Consultant shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as "recycled PETE" is defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

**16. Foreign Consultant.** If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate Consultant's legal capacity to perform the Work under this Contract in the State of Oregon before entering into this Contract.

**17. Force Majeure.** Neither LA nor Consultant is responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where the cause was beyond the reasonable control of LA or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate

the cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of Consultant's obligations under this Contract.

**18. Survival.** All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 18, 23 and 24.

**19. Time is of the Essence.** Consultant agrees that time is of the essence under this Contract.

**20. Notice.** Except as otherwise expressly provided in this Contract, any communications between the LA and Consultant, or notices to be given under this Contract, must be given in Writing by e-mail, personal delivery, facsimile, or mailing the communication or notice, postage prepaid, to Consultant or LA at the address, number or e-mail address set forth in this Contract, or to any other addresses or numbers that LA or Consultant may indicate in accordance with this section 20. Any communication or notice so addressed and mailed is effective five (5) days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside the recipient's normal business hours. To be effective against LA, any notice transmitted by facsimile must be confirmed by telephone notice to LA's Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any communication or notice given by e-mail is effective upon the sender's receipt of confirmation generated by the recipient's e-mail system that the recipient's e-mail system received the notice.

**21. Severability.** LA and Consultant agree that if a court of competent jurisdiction declares any term or provision of this Contract illegal or in conflict with any law, the validity of the remaining terms and provisions of this Contract are not affected, and the rights and obligations of LA and Consultant shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

**22. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.

**23. Governing Law; Venue; Consent to Jurisdiction.** This Contract shall be governed by 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 LA (and/or any other agency or department of the State of Oregon) and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County of the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This section is not a waiver by the State of Oregon of any form of defense or immunity, whether the defense is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS IDENTIFIED IN THIS SECTION.

**24. Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between LA and Consultant on the subject matter of this Contract. No other understandings, agreements or representations, oral or Written, regarding this Contract exist other than the understandings, agreements or representations specified in this Contract. A waiver, consent, modification or change of terms of this Contract does not bind LA or Consultant unless in Writing and signed by both parties and all approvals required by applicable law have been obtained. A waiver, consent, modification or change of the terms of this Contract, if made, is effective only in the specific instance and for the specific purpose given. LA's failure to enforce any provision of this Contract does not constitute a waiver by LA of that or any other provision.

**25. Amendments.**

LA may amend this Contract to the extent permitted by applicable statutes and administrative rules. An amendment to this Contract is not effective unless the amendment is in Writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

**26. Confidentiality.**

a. Consultant acknowledges that Consultant and Consultant's employees or agents may, in the course of performing Consultant's responsibilities under this Contract, be exposed to or acquire information that is confidential to LA or LA's clients. Any and all information in any form that Consultant or Consultant's employees or agents obtain in performing Consultant's obligations under this Contract is confidential information

of LA. Consultant agrees to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose the information to third parties or to use the information for any purposes whatsoever other than providing services to LA under this Contract and to advise each of Consultant's employees and agents of the employees' and agents' obligations to keep the information confidential.

**b.** Consultant shall use Consultant's best efforts to assist LA in identifying and preventing any unauthorized use or disclosure of any confidential information. Without limitation of the requirement set forth in the previous sentence, Consultant shall advise LA immediately if Consultant learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of this Contract, and Consultant shall at Consultant's expense cooperate with LA in seeking injunctive or other equitable relief in the name of LA or Consultant against any such person.

**27. Non-Disclosure.** Consultant agrees that, except as directed by LA, Consultant will not at any time during or after the term of this Contract or thereafter disclose any confidential information to any person, or permit any person to examine or make copies of any reports or any documents Consultant prepared, or that come into Consultant's possession or under Consultant's control, by reason of Consultant's services, and that upon termination of this Contract or at LA's request, Consultant will turn over to LA all documents, papers and other matter in Consultant's possession or under Consultant's control that contain or relate to confidential information. For purposes of this section 27, confidential information does not include information which (i) is or becomes (other than by Consultant's disclosure) publicly known; or (ii) is a publicly available document.

**28. Injunctive Relief.** Consultant acknowledges that a breach of section 27 or this section 28, including disclosure of any confidential information, or disclosure of other information which, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to LA or the owner of such information, inadequately compensable in damages. Accordingly, LA or the other party may seek and obtain injunctive relief against the breach or threatened breach of section 27 or this section 28, in addition to any other legal remedies which may be available. Consultant acknowledges and agrees that the covenants contained in this section 28 are necessary for the protection of LA's legitimate business interests and are reasonable in scope and content.

**29. Consultant Data and Certification.**

**a. Consultant Tax Identification Information.** Consultant shall provide Consultant's Social Security number or Consultant's federal employer identification number ("FEIN") and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1). Social Security numbers

("SSN") provided pursuant to this section 29 will be used for the administration of state, federal and local tax laws.

Name (tax filing):

\_\_\_\_\_

Address:

\_\_\_\_\_

**Citizenship, if applicable:** Non-resident alien  Yes  No

Business Designation (check one):

Professional Corporation  Partnership  Limited Partnership  Limited Liability Company

Limited Liability Partnership

Sole Proprietorship  Other

FEIN#: \_\_\_\_\_ or SSN#: \_\_\_\_\_

LA may report the information set forth above to the Internal Revenue Service ("IRS") under the name and federal employer identification number or Social Security number provided.

**b. Certification.** The person who is signing on behalf of Consultant hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Consultant's correct federal employer identification number or Social Security number; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) the individual is authorized to act on behalf of Consultant, the individual has authority and knowledge regarding Consultant's payment of taxes, and to the best of the individual's knowledge, Consultant is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco products tax, 9-1-1 emergency communications tax, the elderly rental assistance program, local taxes administered by the Department of Revenue under ORS 305.620 (including the Lane County Mass Transit District Payroll (Excise)Tax, Lane County Mass Transit District Self-Employment Tax, Tri-County Metropolitan Transit District Payroll (Excise)Tax and Tri-County Metropolitan Transit District Self-Employment Tax) or other local taxes including the Multnomah County Business Income Tax; (d) Consultant is an independent Consultant as defined in ORS 670.600; and (e) the supplied Consultant data is true and accurate.

CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONSULTANT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.

**CONSULTANTS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY APPROVALS**  
**CONSULTANT**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

FEIN # \_\_\_\_\_ or SSN#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Oregon/State Tax # \_\_\_\_\_

Legislative Administration

Authorized Signature: \_\_\_\_\_ Title: Legislative Administrator Date: \_\_\_\_\_

Kevin M. Hayden

**EXHIBIT B**  
**Insurance Requirements**

**During the term of this Contract Consultant shall maintain in force at Consultant's own expense, each insurance noted below:**

**(LA must check boxes for #2, #3 & #4 as to whether insurance is required or not.)**

- 1) **REQUIRED INSURANCE.** Consultant shall obtain at Consultant's expense the insurance specified in this Exhibit B before performing Consultant's obligations under this Contract and shall maintain the insurance in full force and at Consultant's own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact business as insurance companies and issue coverage in the State of Oregon and that are acceptable to LA.
  - a) **WORKERS COMPENSATION.** All employers, including Consultant, that employ subject workers, as defined in ORS656.005, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless the employers meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of Consultant's sub Consultants complies with these requirements.
  - b) **PROFESSIONAL LIABILITY**  
 **Not required by LA.**
  - c) **COMMERCIAL GENERAL LIABILITY.**  
 **Required by LA**  
 **Commercial General Liability Insurance.** Commercial general liability insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to LA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by LA:  
  
**AND**  
**Property Damage:**
  - d) **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**  
 **Required by LA**  
**Automobile Liability Insurance.** Automobile liability insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the commercial general liability insurance (with separate limits for "commercial general liability" and "automobile liability"). Consultant shall provide proof of insurance of not less than the following amounts as determined by LA:  
  
 Oregon Financial Responsibility Law
  - e) **ADDITIONAL INSURED.**  
The commercial general liability insurance required under this Contract must include the State of Oregon and the officers, employees and agents of the State of Oregon as additional insureds but only with respect to Consultant's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
  - f) **"TAIL" COVERAGE.**  
If any of the required professional liability insurance is on a "claims made" basis, Consultant shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months

following the later of (i) Consultant's completion and LA's acceptance of all services required under this Contract, or (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four month (24-month) requirement, if Consultant elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four month (24-month) period described in the preceding sentence, then Consultant shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Consultant shall provide to LA, upon LA's request, certification of the coverage required under this Exhibit B.

g) **NOTICE OF CANCELLATION OR CHANGE.**

Consultant may not cause or allow the insurance required under this Contract to be cancelled or changed materially, may not exhaust or potentially exhaust the aggregate limits for the insurance policy or fail to renew insurance coverage without thirty (30) days' written notice from Consultant or Consultant's insurer(s) to LA. Any failure to comply with the reporting provisions of this clause constitutes a material breach of this Contract and is grounds for LA to immediately terminate this Contract.

h) **CERTIFICATE(S) OF INSURANCE.**

Consultant shall provide to LA certificate(s) of insurance for all required insurance before delivering any goods and performing any services required under this Contract. The certificate(s) must specify all entities and individuals who are endorsed on the policy as additional insureds (or loss payees). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

EXHIBIT C

CERTIFICATION STATEMENT FOR AN INDEPENDENT CONTRACTOR

**Part A. CONSULTANT IS A CORPORATION.**

Consultant is a corporation authorized to do business in the State of Oregon.  
Consultant Signature \_\_\_\_\_ Date \_\_\_\_\_

If Consultant signs Part A, the remainder of this certification statement does not need to be completed.

Consultant shall return this form to LA, regardless of which parts are completed. Consultant shall complete either Part A or Part B).

**Part B. CONSULTANT IS AN INDEPENDENT CONTRACTOR.**

*(Use Part B when Consultant is an Independent Consultant or is a professional corporation and meets the following standards.)*

1. I am licensed under ORS chapter 701 to provide labor or services for which such licensure is required.  
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or I expect to file federal and state income tax returns, for labor or services performed as an independent Contractor in the previous year.  
3. I will furnish the tools or equipment necessary for the contracted labor or services.  
4. I have the authority to hire and fire employees who perform the labor or services.  
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following:)**  
    \_\_\_A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.  
    \_\_\_B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;  
    \_\_\_C. A telephone listing is used for the business that is separate from my residence listing.  
    \_\_\_D. Labor or services are performed only pursuant to written contracts.  
    \_\_\_E. Labor or services are performed for two or more different persons within a period of one year.  
    \_\_\_F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.  
Consultant Signature \_\_\_\_\_ Date \_\_\_\_\_

**(LA completes Part C below when Consultant completes Part B above.)**

**Part C. LA CERTIFICATION.**

Independent Contractor Standards. As used in ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or provides services for remuneration shall be considered to perform the labor or provide the services as an "independent Consultant" if the standards of ORS 670.600 are met. LA certifies the contracted Work meets the following standards:  
1. Contractort is free from direction and control over the means and manner of performing the labor or providing the services, subject only to the specifications of the desired results.  
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.  
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.  
4. Contractor has the authority to hire and fire employees to perform the labor or provide the services.  
5. Payment to Contractor is made upon completion of the performance of the contracted Work or is made on the basis of periodic progress payments as outlined in Exhibit A.  
LA Signature \_\_\_\_\_ Date \_\_\_\_\_

(LA's certification is solely for LA's benefit and internal use.)



# Attachment D – Price Proposal Form

ATTN: Doug Peetz  
 Office of Legislative Administration  
 900 Court Street NE Rm49  
 Salem OR 97301



Phone: 503 986-1184  
 E-mail: Peetzd@leg.state.or.us

## PRICE PROPOSAL

**Price Proposals must be provided in a separate sealed envelope.**

Please provide a Price proposal for the work detailed in Attachment B – Statement of Work.

**Total Not to Exceed (NTE) Price:** \_\_\_\_\_

Please provide a rate structure for staff positions that may be utilized in the performance of a contract issued as a result of this RFP using the format below:

**Firm Name:** \_\_\_\_\_

**DIRECT LABOR COSTS**

Project Role	Billing Rate/hr
Principal	
Project Manager	
Administrative	

**Please detail all reimbursables expected to be utilized in the execution of a contract as a result of this RFP. All reimbursables must be included in the total Not to Exceed (NTE) Price proposal detailed on Attachment D - Price Proposal form.**

