

PORTLAND STATE UNIVERSITY
REQUEST FOR QUOTATIONS #24627 – Website Design and Development Contractor Pool

Portland State University (PSU) Purchasing Rules, Policies and Guidelines allows PSU departments to use an "Informal Procurement Process" for all purchases of supplies, equipment, and trade and professional services where the estimated cost exceeds \$25,000 but does not exceed \$150,000. The Informal Procurement Process is the solicitation of a minimum of three competitive quotes. Solicitation shall be accomplished by advertisement on the OUS Procurement Website. A clearly documented record must be kept per the State of Oregon's records retention rules, showing the vendors contacted, their responses including their statement of rates for their services, the basis for selection, evaluation results, and any other pertinent information to the solicitation.

The posting of solicitation on the OUS Procurement Website shall serve as the primary solicitation requirements document which, in conjunction with the vendors' written responses and proposals and/or quotes, shall satisfy the "clearly documented record" requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented "pertinent information" required to ensure a complete and clearly documented record for the informal solicitation.

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

TITLE: Website Design and Development Contractor Pool

RFQ ISSUE DATE: December 6, 2013

RFQ DUE DATE:

To be considered for selection, submissions must arrive at Portland State University, National Policy Consensus Center, Oregon Consensus, **by 4 p.m. local time, Friday, December 13, 2013, by email.** Please email your response to the address listed below.

Note: only email responses will be accepted.

Attention: Cat McGinnis
mcginnc@pdx.edu

Portland State University
Oregon Consensus
PO Box 751 - NPCC
Portland, OR 97207-0751
Contact phone number, 503-725-9070

Submissions should be in a PDF file and include the name, title and contact information of the primary contact who prepared the proposal. Respondents selected may be requested to provide additional information, either formally or via interview process, to clarify their proposals and to ensure mutual understanding of the scope of work requirements.

EMERGING SMALL BUSINESSES AND MINORITY AND WOMEN OWNED BUSINESSES:

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses. PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

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.

SECTION 1: INFORMATION FOR PROPOSERS

1. CONTRACT TERM: The initial contract term shall be for two (2) years from the last date of contract signing. The contract shall be renewable for an additional three (3) one-year renewals pursuant to this solicitation. This proposal will result in awarding contracts to multiple pre-qualified firms who will be available for project work on an as-needed basis. PSU makes no guarantee of work under any agreement that results from this RFQ. All services provided by Contractor under a resulting agreement shall be on an as-needed basis as requested by PSU.

2. OVERVIEW: The Oregon Consensus (OC) program in the National Policy Consensus Center, Portland State University ("PSU") is recruiting up to six Website Design and Development Professionals or Firms to constitute a pool of available Contractors to provide design, development and maintenance of websites as part of Oregon Consensus's work with public bodies and community partners. This RFQ represents PSU's good faith effort to detail the duties, experience, skills, and attributes desired for the Website Design and Development Professionals or Firms that will best meet PSU's requirements.

3. GENERAL DESCRIPTION OF SERVICES: The Website Design and Development Professional or Firm will be responsible for:

- a. Design: Conduct user experience research and provide usability recommendations. Define visual identity. Perform visual and information architecture design.
- b. Content development: Co-develop messaging and copy for user interfaces.
- c. Development: Perform web programming to implement designs, business requirements, and features for websites using open-content management systems such as Drupal or Wordpress.
- d. Quality Assurance: Provide testing, quality assurance, debugging and defect remediation.
- e. Project Management: Coordinate tasks. Track weekly hour consumption. Manage timeline and participate in prioritizing tasks and developing implementation plans. Communicate proactively.

4. Project Proposals. When OC or a PSU Department has a need to contract for consulting services, notification of a project opportunity will be sent to firms on the pre-qualified Contractor list. The notification will describe the specific project and will outline the qualifications and specialized experience required for the project. Interested contractors will be asked to respond with a letter of interest, a proposed rate, and additional project-specific information. Once the selection is made, a Task Order will be executed. PSU reserves the right to vary from this Contractor selection process as needed.

2. Task Order. Upon acceptance of the proposal and cost estimate, projects initiated for OC and PSU shall be authorized by Task Orders under the terms of the contract(s). The Task Orders shall contain the scope of work and proposed budgets for requested projects, and incorporate by reference the provisions of the contract. Deliverables and schedule shall be agreed upon in writing prior to work on specific Task Orders for specific projects.

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

4. Payment/Invoicing. Upon completion of each task or deliverable, the Contractor shall submit an invoice, no more than on a monthly basis, to the Project Manager for approval and payment. The invoice shall contain the PO number, contract number, Task Order number, and invoiced amounts at the hourly rate, the number of hours expended, work completed, and total. Payment of Contractor invoices by PSU is normally made within 30-45 days of receipt of complete and accurate invoices. PSU will not be responsible for paying any invoices that are not complete and accurate. Contractor terms may not require payment in less than 30 days after receipt of invoice by PSU. Any late payment or delinquency fees shall be in accordance with ORS 293.462.

5. Deliverables. Deliverables shall be considered those tangible resulting work products that are to be delivered to the PSU such as reports, draft documents, data, interim findings, training, attendance rosters, meeting presentations, final reports, digital and hand drawn artwork, photos, maps, logos, and other links and notes. Any documents provided to PSU under a contract resulting from this RFQ will be provided in a format requested by PSU.

6. 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 entire projects, along with any other notes or any other materials provided and/or collected, be burned onto a CD in an agreed upon format, or submitted electronically.

8. Final Invoice. At the completion of each Task Order, the Contractor will submit the final invoice with a CD or other file delivered to the Department.

SECTION 2: MANDATORY REQUIRED QUALIFICATIONS:

PSU has identified the following **MANDATORY REQUIRED QUALIFICATIONS** for the Website Design and Development Professional or Firm:

Experience as a lead website developer (or development firm) primarily responsible for at least **four** comprehensive website development projects. At least **one** of those projects must have involved development of a website for a government entity or institution of higher education. A comprehensive website project means a project that involves all aspects of development from site conception to implementation, and which reflects significant experience with the following aspects of website development:

1. **Digital strategy and consulting** — Understanding users, prioritizing goals and collaborating on communication planning
2. **User-interface design** — Defining visual identity, creating usable interfaces
3. **Information architecture and content design** — Organizing information, distilling ideas, clarifying messages
4. **Technical definition and web development** — Understanding technical requirements and programming websites/applications using open-content management systems such as Drupal or Wordpress
5. **Project management** — Ensuring timely delivery, clear communications, and engaging stakeholders
6. **Working with mission-driven organizations** — Understanding of the complexities of state agencies and institutions of higher education. Focus on collaborating with the social, public and educational sectors.

ADDITIONAL REQUIREMENTS:

1. Contract performance will take place at a variety of sites throughout Oregon. Occasionally, a project may involve other states. While some website development work may be completed remotely, the Contractor must be available for on-site work as needed.
2. PSU's relationship with the successful respondent will be that of an Independent Contractor. Portland State University will not pay for Contractor expenses for telecommunications and

supplies. PSU will pay standard per diem and mileage expenses for project-related travel within the state of Oregon or in other states where in-person work with PSU or project clients is required. Any reimbursement for travel expenses must comply with the "PSU Summary of Travel Reimbursement Rates and Travel References", effective January 1, 2013, and incorporated into this solicitation as Exhibit A. PSU will not provide dedicated office space for Contractor.

3. The maximum dollar value of any individual contract awarded under this solicitation shall not exceed **\$150,000 USD**.

SECTION 4: INFORMATION REQUESTED:

Include in your response:

1. A general resume.
2. A one-page (maximum) summary of your specific qualifications and experience that meet the **MANDATORY REQUIRED QUALIFICATIONS**. Include discussion of challenges you have worked on in the past, your approach, and the outcome of your efforts.
3. A list with descriptions of **four** comprehensive website projects you have completed, including project start and end date, a thorough description of your role, and references for each of the projects. PSU is interested in both the process (how well it worked) and the result (what outcome was achieved). Short summaries of projects are preferred – one or two paragraphs per project.
4. A statement of your availability for on-location work in Oregon
5. A statement of your typical rates for these services.

SECTION 5: EVALUATION CRITERIA:

Only those proposers meeting the **MANDATORY REQUIRED QUALIFICATIONS** will be deemed responsive to this RFQ. PSU reserves the right to not award this contract to any of the proposers if it is in the best interest of PSU to do so.

Those proposals that have been deemed responsive will be evaluated on a pass/fail basis based on the specific qualifications and experience relevant to PSU needs. Respondents who are selected may be requested to provide additional information, either formally or via interview process, to clarify their proposals and to ensure mutual understanding of the scope of work requirements.

AWARD:

Selection of the **Contractor** shall be based upon the evaluation criteria as provided herein. PSU reserves the right to select the respondents that, in the collective opinion of the evaluator, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to not award this contract to any of the respondents if it is in the best interest of PSU to do so.

CHANGES AFTER AWARD/ACCEPTANCE OF QUOTE:

After award or acceptance of respondent quote, any changes in the Scope of Work, or additional work otherwise unforeseen at the time of preparation of this solicitation document and subsequent award, shall be addressed in writing, signed by the parties.

SUPPLEMENTAL TERMS AND CONDITIONS:

Respondents may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the proposer desires to be included as part of the contract. By accepting delivery of these items, PSU is not bound to accept them as part an ensuing contract. PSU will not consider any terms and conditions that are not submitted with the proposal.

PSU may negotiate such supplemental terms and conditions that are not already covered by PSU's Contract Terms and Conditions. Respondents must submit any additional or supplemental terms and conditions that they would like PSU to take into consideration at the time of submission of response to this Request for Quotes. Acceptance of any of the respondents' supplemental terms and conditions will be at PSU's sole discretion. Additionally, in the response to the RFQ, respondents must identify their objections to any of PSU's Contract Terms and Conditions incorporated into this Request for Quotes.

OTHER TERMS AND CONDITIONS:

In addition to all of the requirements above, Contractor shall comply with Portland State University's Contract Terms and Conditions, incorporated within this document-see below.

PSU CONTRACT TERMS & CONDITIONS

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

1. **DEFINITIONS:**
"Agreement" or "Contract" 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 the State Board of Higher Education acting by and through 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 Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of 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. **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.
4. **APPROVALS:**
No work shall commence under this agreement until the agreement has been approved and signed by all parties.
5. **ASSIGNMENT/SUBCONTRACT:**
Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.
6. **BREACH OF AGREEMENT:**
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 agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.

- 7. CAPTIONS:**
The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.
- 8. CASH DISCOUNT:**
If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
- 9. COMPLIANCE WITH APPLICABLE LAW:**
Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 10. CONFIDENTIAL INFORMATION:**
Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.
- 11. CONFLICT OF INTEREST:**
Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.
- 12. CONSIDERATION:**
The consideration paid in this agreement represents the total amount of remuneration for goods and services.
- 13. DEFAULT:**
PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) 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 agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.
- 14. 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.
- 15. 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; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. 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 the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, 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.

17. HOURS OF WORK:

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

18. INDEPENDENT CONTRACTOR:

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

19. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education acting by and through Portland State University, and their officers 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.

20. INSURANCE CERTIFICATION:

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

21. OWNERSHIP OF WORK PRODUCT:

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

22. NO THIRD PARTY BENEFICIARIES:

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

23. NONDISCRIMINATION:

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

24. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to

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

25. PAYMENT:

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

26. 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.

27. PSU PAYMENT OF CONTRACTOR CLAIMS:

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

28. 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.

29. RETIREMENT SYSTEM STATUS:

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

30. 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.

31. 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.

32. 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.

33. 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).

34. TAXES – FEDERAL, STATE & LOCAL:

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

35. 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 contract.

36. TIME IS OF THE ESSENCE:

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

37. 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.

38. MERGER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

39. 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.

**PSU SUMMARY OF TRAVEL REIMBURSEMENT RATES
AND TRAVEL REFERENCES
EFFECTIVE January 1, 2013
(Rates are updated annually)**

Commonly Used Travel Account Codes			
	In-State	Out-of-State	Foreign
Employee Travel	39415	39515	39615
Employee Training	39416	39516	39616
Non-Employee Travel	39445	39545	39645
Group/Team Travel	39446	39546	39646
Conference Registration	28601 (ALL)		

*Meals and incidental expenses are generally reimbursed at a per diem rate without the necessity for actual receipts. However, meals that are part of a conference registration package, or included in meetings must be deducted from the meal per diem. (PSU Travel Policy)

Oregon and Out-of-State Low Per Diem Cities	\$52.00/day or Breakfast = \$13 Lunch = \$13 Dinner = \$26	Foreign Per Diem Rates go to: http://aoprals.state.gov/content.asp?content_id=184&menu_id=78 Hawaii and Alaska Per Diem Rates go to: http://www.defensetravel.dod.mil/site/perdiemCalc.cfm
Out-of-State High Per Diem Cities & Conference Exception	\$65.00/day or Breakfast = \$16.25 Lunch = \$16.25 Dinner = \$32.50	

Partial day per diem rates (involving an overnight stay):			
Initial day of Travel - Leave	Prior to 7:00 AM	7:00 AM to 12:59 PM	1:00 PM and after
Meal Allowance	Breakfast, lunch, dinner	Lunch, dinner	Dinner
Final Day of Travel - Return	Prior to Noon	12:00 to 5:59 PM	6:00 PM and after
Meal Allowance	Breakfast	Breakfast, lunch	Breakfast, lunch, dinner

Meal Allowance - Day Trip (In-State Rates Only) Taxable- **Departure & return times based on typical 8:00am to 5:00pm work day. If not schedule for traveler, note official schedule on reimbursement

Departure before 6:00 AM: 25% per diem (Breakfast) Return after 7:00 PM: 50% per diem (Dinner)

NOTE: Lunch on a one-day trip is NOT reimbursable Use account code 28502, taxable overtime meals.

Use account code 39712, taxable overtime mileage

Lodging Rates	
In-State	\$111.00
In-State Portland, OR	Use University Place when possible
Out-of-State Low City	\$111.00
Out-of-State High City	\$177.00
Conference Exception	Lodging reimbursed at actual and reasonable cost. RECEIPT REQUIRED FOR REIMBURSEMENT
Non-Commercial Lodging	\$25.00

MISCELLANEOUS EXPENSES: All miscellaneous expenses must be itemized. Commercial ground transportation requires original receipts if over \$75 per item if outside the state of Oregon, \$40 in Portland/Metro area; all other miscellaneous expenses require original receipts if over \$25 per item.

FOR CONFERENCE LODGING REIMBURSEMENT: Attach conference brochure showing location, dates and conference hotel.

TRAVEL OFFICE - NH 12-A

Cora Alloway- Travel Accountant	Phone: 503-725-4382
Jarred Trapp- Travel Accountant	Phone: 503-725-2747
Xi Zhong- Travel Accountant	Phone: 503-725-3733

Revised May, 2013

**Frequently Used
Mileage
Portland, Oregon to:**

**Private vehicle mileage reimbursed @ 56.5 cents/mile using the most direct route from PSU

OREGON

Albany	69
Ashland	285
Astoria	95
Beaverton	6
Bend	160
Corvallis	81
Eugene	110
Forest Grove	23
Gresham	14
Hillsboro	17
La Grande	259
Lebanon	80
Lincoln City	88
McMinnville	38
Oregon City	13
PDX Airport	13
Pendleton	208
Prineville	146
Redmond	144
Salem	47
Seaside	79
Silverton	42
The Dalles	83
Tillamook	74
Vernonia	45
Woodburn	30

WASHINGTON

Battle Ground	27
Camas	23
Olympia	115
Seattle	175
Tacoma	144
Vancouver	11
Washougal	26

See mileage table:

http://www.pdx.edu/bao/sites/www.pdx.edu/bao/files/Travel_Mileage_Chart.xls

**If using mileage table, you do not need to print out maps.

Rental Cars

<p>ZIPCAR</p> <p>808 SW 3rd Ave., Suite 480 Portland, OR 97204</p> <p>Phone: 503-328-3539 Fax: 503-241-3076</p> <p>www.zipcar.com/psu</p> <p>Department must provide index code & contact phone number.</p>	<p>ENTERPRISE/NATIONAL RENT-A-CAR (DB46W68)</p> <p>Downtown: 503-275-5359 or 800-261-7331 http://www.enterprise.com/car_rental/home.do</p> <p>Limited Damage Waiver (LDW/CDW) is inclusive. Must provide index code & contact phone number when booking.</p>	<p>HERTZ CAR RENTAL</p> <p>http://www.hertz.com/rentacar/reservation/gaq/index.jsp?targetPage=reservationOnHomepage.jsp</p> <p>Limited Damage Waiver (LDW/CDW) is inclusive. Must provide index code & contact phone number when booking.</p>
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Zipcar:

Zipcar is the best option for short term use; if you are planning to rent a car for more than a day, it's more affordable to go through one of the other contracted car rental agencies. To rent a car through Zipcar, the traveler must be a member. To register for membership go to www.zipcar.com/psu. Zipcar will route the request to the Travel Office for approval. Once approved, you will receive a Zipcard. Minimum age requirement to rent is 21 years old.

Enterprise/National:

When booking through Enterprise, renter must log into UFS intranet (<https://sites.google.com/a/pdx.edu/bao-intranet-web/>) using your odin username and password in order to make a reservation online or obtain the Enterprise account number. Renter must provide the department index code, contact person and phone number to ensure that charges are being billed correctly to the right index code. LDW/CDW is already included in PSU's contract so no additional insurance should be purchased. Minimum age to rent a car is 21 years old and car rental must be economy size unless justified for groups of 3 or more, GPS is not allowed.

Hertz:

When booking through Hertz, renter must provide the CPD # which is the corporate account number in order to use the contracted rate and must provide the #1 Applicant Number; call the Travel Office for the account and #1 Applicant number in order to bill it directly. **The following are the only 3 options to rent a car and bill directly:**

- If booking through one of the contracted agencies, have your Travel Agent enter the #1 Applicant Number in the ID FIELD of their computer system.
- If calling in, contact Hertz Nationwide toll free # 800-654-3131 and give Hertz the #1 Applicant Number (if you get the recording, say "AGENT" to get a live body).
- If booking online, go to Hertz.com and on the bottom right side of the page where it says "Travel Agents"- you will see a link that says "Applicant Program". Select this to enter the Applicant Program Site to make your reservation.

Index code, contact person and phone number must be provided. PSU's contract covers the CDW insurance; therefore, no other insurance should be purchased. Minimum age to rent a car is 21 years old and car must be economy size unless justified for groups of 3 or more, no upgrades such as GPS are allowed.

Airfare

<p>AZUMANO TRAVEL 320 SW Stark Street, Suite 600 Portland, OR 97204</p> <p>Booking #: 866-291-0460 Fax#: 800-713-5432</p> <p>FEES: per domestic transaction: \$8 for online booking (TBA) \$29 by phone</p> <p>Agents: All agents can be reached at: azgovernment@azumano.com</p> <p>Manager: Becky Lindsay blindsay@azumano.com</p> <p>http://www.azumano.com/clients/?client_id=psu</p>	<p>UNIGLOBE SPECTRUM TRAVEL 15150 Bandy Road Lake Oswego, OR 97035</p> <p>Booking #: 800-544-2575 or 503-620-0620 Fax #: 503-624-0987</p> <p>FEES: per domestic transaction: \$8 for online booking (TBA) \$25 by phone</p> <p>Agents: Michelle Maldonado -- 503-359-1696 michellem@unispectrum.com Michelle Cipple -- 503-630-7070 myair33@aol.com</p> <p>Manager: Mary Getty 503-597-2261</p>	<p>JOURNEYS BY AMBASSADOR 1675 SW Marlow Ave. #401 Portland, OR 97225</p> <p>General Booking #: 800-999-2608</p> <p>FEES: \$32 per domestic transaction \$45 per international transaction</p> <p>Agents: Jacquie Martin- 503-375-8811 jmartin@peaktravel.com Jamie Olian 503-546-1077 jolian@peaktravel.com</p> <p>Manager: Edgar Santiago 503-375-8809 esantiago@peaktravel.com</p>
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When booking airfare through our contracted agencies, various flight options should be presented. The agency will provide City-Pair fares whenever available. Once you have chosen a flight, you may contact the agency and begin the reservation process by providing your Index code and Account code. The departmental approver(s) are then sent an e-mail requesting approval. The ticketing process will not be complete until the agency has gotten a