



**REQUEST FOR PROPOSALS (RFP)**  
**Public Records Search and Electronic Screening of Prospective Donors**  
(RFP No KAP-11504)

**RFP Data**

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<b>Commodity Title:</b>	<b>Public Records Search and Electronic Screening of Prospective Donors</b>
<b>Buyer:</b>	State of Oregon, acting by and through the State Board of Higher Education, acting on behalf Portland State University
<b>Solicitation Officer*:</b>	Karen A. Preston, Contracts Officer
<b>Solicitation Officer Phone/Fax:</b>	(503) 725-5460 / (503) 725-5594
<b>Solicitation Officer Email:</b>	prestonk@pdx.edu
<b>Date Issued:</b>	August 15, 2007

**\* Unless otherwise directed herein, please direct questions and inquiries on this RFP to the Solicitation Officer identified here.**

**RFP Proposal Deadline for Receipt by PSU Purchasing & Contracting Office**

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<b>Day/Date:</b>	<b>September 7, 2007</b>
<b>Time:</b>	3:00 p.m., Pacific Daylight Time (PDT)
<b>Location/Address:</b> (Hand deliver proposals here)	PSU Purchasing & Contracting Office 724 Southwest Harrison Street, room 153 Portland, OR 97201

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

The State of Oregon, acting by and through, the State Board of Higher Education, on behalf of Portland State University ("PSU") seeks an electronic identification and ranking for fundraising prospects, based upon information contained in PSU databases as well as information contained in public records. The firm that best demonstrates the capacity to provide these services will be awarded an exclusive contract with PSU for the duration of the term of the ensuing contract.

**Contract Term**

The term for the contract awarded from this RFP will be for one (1) year after the date of contract signature. PSU will have the sole option to renew the contract for two (2) additional one-year terms.

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

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## SCHEDULE OF EVENTS

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

Issue RFP to potential proposers	August 15, 2007
Deadline for proposer inquiries, request for changes or protest of specifications (*see note below)	August 27, 2007
Deadline for PSU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	August 31, 2007
<b>Proposals Due and Public Opening of Proposals**</b>	<b>September 7, 2007</b>
Evaluation period, ending	September 14, 2007
Anticipated notice of intent to award	September 17, 2007
Deadline to protest award	Seven (7) calendar days after date of intent to award
Anticipated date of contract execution (no later than)	September 28, 2007

**\*\*All proposer inquiries, request for changes or protest of specifications must be sent by email to both Tracy Mendoza [tmendoza@pdx.edu](mailto:tmendoza@pdx.edu) and Karen Preston [prestonk@pdx.edu](mailto:prestonk@pdx.edu). Responses will be provided by email as either an addendum or amendment to this solicitation, so all requests must include a contact name and email address from the potential proposer.**

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

## **BACKGROUND**

Established in 1946, Portland State University (PSU or University) is part of the public Oregon University System. Portland State University serves as a center of opportunity for over 25,000 undergraduate and graduate students. Located in Portland, Oregon, one of the nation's most livable cities, the University's innovative approach to education combines academic rigor in the classroom with field-based experiences through internships and classroom projects with community partners. The University's 49-acre downtown campus exhibits Portland State's commitment to sustainability with green buildings, while many of the 120 bachelor's, masters, and doctoral degrees incorporate sustainability into the curriculum. PSU's motto, "Let Knowledge Serve the City," inspires the teaching and research of an accomplished faculty whose work and students span the globe.

The PSU Office of University Development serves as the cornerstone of Portland State University's fundraising efforts. The Office of University Development consists of a comprehensive major gift fundraising program which includes major gift officers in the University Development office and the 10 schools and colleges, a Director of Gift Planning, a Director of Corporate and Foundation Relations, a Director of Annual Giving and a Prospect Management team that includes one full time prospect researcher. Portland State's first campus-wide fundraising campaign raised \$114 million between July 1, 1999 and June 30, 2006; surpassing its final goal of \$100 million and an initial projection of \$75 million. The campaign supported unprecedented growth at PSU, including new and renovated facilities, scholarships and professorships, innovative programs and research.

In preparation for the next comprehensive fundraising campaign, the Office of University Development is seeking to screen our donor database of 250,000 records to identify their wealth and propensity to make a contribution to PSU. We are specifically looking to identify new major gift prospects (defined as \$25,000 and above gift), planned giving prospects and annual gift upgrade prospects.

## **SECTION 1: INSTRUCTIONS TO PROPOSERS**

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

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

PSU reserves the right to reject Proposals from Respondents that raise any objections to the terms and conditions of this RFP after deadline date for Requests for Changes.

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

Envelopes or emails or faxes containing requests for change, protest of RFP requirements or contract provisions shall be marked as follows:

- RFP Specification (or Contract Provisions) being questioned;
  - Request for Change (or Protest);
  - RFP Document Number; and,
  - Date Submitted.
4. **Submittal Location:** Requests for RFP specification or contract provision change, protest or clarification must be submitted to the Solicitation Officer listed on the first page of this RFP. Any such requests sent to anyone but this person will not be considered. Such requests may be submitted via facsimile or email, or first class mail, provided the method of transmission provides for a return receipt to sender.
  5. **Change or Modification Addendum(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the Contract which are contained in this RFP will be issued in the form of an Addendum to this RFP and will be made available to all Proposers. Only documents issued as Addenda by the PSU Office of Business Affairs, Purchasing & Contracts Office will serve to change this RFP in any way. No other direction received by the Proposer, written or oral serves to change this RFP document.

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

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

Unnecessarily elaborate Proposals beyond that sufficient to present a complete and effective Proposal to the RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Unless specifically required in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are undesirable. For sustainability reasons, please submit your Proposal in loose leaf, single, unbound sets printed on recycled paper containing a minimum of 30% post-consumer content. **Please Do Not Use Ring Binders and Dividers.**

Proposers shall submit **ONE (1) ORIGINAL** of all Proposal pages and **five (5) photocopies** of the same pages which shall be transmitted in a manner so that it is received by the PSU Purchasing and Contracting Office by the RFP Proposals Due date to the location listed on the cover page of this RFP. The original Proposal shall be marked "ORIGINAL".

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

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and time RFP Proposals are due. Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal". Pricing information must not be included with the rest of the Proposal.

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

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

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

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

7. **Public Opening:** At the day and time listed in the Schedule of Events as "Proposals Due," all Proposals will be publicly opened and identified at that time; however, the Proposals will not be read in their entirety nor open to public inspection at that time. **Proposals will be firm offers and binding on the Proposer for a period of ninety (90) days following closing of the solicitation.**
8. **Proposer Agreements:** Consistent with the provisions of Paragraphs 15-18, Finalist Proposer(s) may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be included as part of the Contract. By accepting delivery of these items, PSU is not bound to accept them as part an ensuing Contract. PSU may negotiate such supplemental terms and conditions that are not already covered by the Contract Terms and Conditions

detailed in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a Contract with the apparent successful Proposer without the agreements submitted by the Proposer; or (2) the submission will be considered non-responsive and PSU may enter into a Contract with another responsive Proposer.

9. **Public Records:** This RFP and one copy of each original Proposal received in Proposal to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a Proposal contains any information that is considered a trade secret by the Proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

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

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

Pricing information cannot be labeled a trade secret and must be open to public inspection. Proposers are requested to mark only specific pages or text in their Proposal considered a "trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

10. **Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the Proposer's Proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's Proposal, including rejection of the Proposal as non-responsive.
11. **Evaluation Criteria:** Any Contract resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.
12. **The Evaluation Process:** All Proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not timely received will not be reviewed by the Evaluation Committee. This committee will determine the extent to which the Proposals meet the needs of PSU. The following process will be used:
- a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those Proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those Proposals that do not meet all requirements.
  - b. The selection of "Finalist" Proposal(s) will be determined by the evaluation committee independently scoring the Proposals and then combining the scores and pricing information to determine the overall Proposal score. The evaluation team will award points based on how well the product meets PSU's needs.

- c. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Purchasing and Contracting Department.
  - d. The PSU Purchasing & Contracting Department will review the recommendation and approve or reject the team's selection.
13. **Investigation of References:** PSU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the Contract before or after Notice of Intent to Award in order to complete its investigation. PSU reserves the right to reject any Proposal or to reject all Proposals at any time prior to PSU's execution of a Contract in the event Proposer's reference checks prove unsatisfactory.
14. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and fact, whether gained from the Proposer's Proposal, question and answer conference, references, or any other source in the evaluation process.
15. **Reservation of Rights:** PSU has and reserves the right to refuse to enter into a Contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given Proposer can perform a Contract, or for any reason set forth in Oregon Administrative Rule (OAR) 580-040-0277, 580-040-0280 or 580-040-0285. PSU, at its option, may give the Proposer notice, specifying the grounds for rejection, and allow the Proposer 15 calendar days to respond in writing.

Following such response, PSU, in its sole discretion may reject the Proposal as provided in the referenced administrative rules.

16. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all Proposals in accordance with the evaluation criteria set forth in this RFP. PSU may rank the Proposals to determine the "Finalist" Proposers. Finalists will be those highest-ranked responsive, responsible Proposers after evaluation of the Proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. At its sole discretion, PSU may invite Finalist Proposer(s) to visit PSU in person for a presentation.

PSU reserves the right to select the Proposal that, in the collective judgment of the evaluation committee, offers the best overall benefit, convenience and service to PSU, taking into account the cost to the University. However, cost is only one of several evaluation and selection criteria, and standing alone, is not determinative of the best overall benefit, convenience and service to PSU. In the event that Finalist Proposal(s) do vary significantly, PSU reserves the right to conduct discussions with the Finalist Proposer(s), to accept best and final offers from those Finalist(s), and to negotiate changes.

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

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all

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

- a. reject all protests and proceed with final evaluation of the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation, enter into a Contract with the apparent successful Proposer; OR
  - b. sustain a meritorious protest(s) and reject the apparent successful Proposer as non-responsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful Proposer; OR
  - c. reject all Proposals and cancel the procurement.
17. **Negotiation of Final Contract:** PSU finds that limited negotiation of the proposed Contract is sometimes required to effect a successful procurement because of its experience that Proposers desire to include in the final Contract certain supplemental terms and conditions from the Proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents.
18. **Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the Contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful Proposer prior to Contract execution. Proposers should note that any such negotiation shall be minimal, as described below, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected Proposer to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU.
19. **Supplemental Terms and Conditions:** While PSU will not consider Proposers' supplemental terms and conditions that materially conflict with this RFP, PSU will consider and negotiate the inclusion of terms and conditions contained in such Proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP. PSU will not consider any supplemental terms and conditions that have not been submitted with the Proposal.



## **SECTION 2: SCOPE OF WORK**

### **General Objectives:**

Meeting PSU's defined fundraising objectives will require the Office of University Development to obtain resources that will identify new leadership and major gift prospects as well as leadership annual giving and planned giving prospects. We will also need to have prospect-specific wealth and assets identified along with those prospects that are considered corporate insiders, officers and executives. The returned file will be in an electronic format, compatible with the *One* database, and in a suitable and virus free format for subsequent use by PSU or its designees. The returned file will segment and rank prospects according to the various programs (leadership, major, planned and leadership annual giving, as defined below), estimated giving potential and likelihood of giving.

It has been determined that these objectives can be met most effectively through an electronic screening of 250,000 alumni and friend records currently in our Agilon *One* database.

**It is anticipated that our data will need to be audited for accuracy around home and business addresses, home and business telephone numbers, e-mail addresses, birth dates, gender, race and religion.** An understanding of the database enhancement services provided by a particular vendor in these areas and a discussion around projected hit/match rates on results would be beneficial to the team.

**Your proposal should cover the following topics:**

### **A. Mandatory Proposal Requirements:**

- Vendor and client agree to the match logic used to identify and verify 250,000 individuals in database;
- Vendor and client agree to methods used to identify spousal wealth, including how are spouse assets matched;
- Vendor and client agree to the method for which gift rating levels are developed;
- Vendor and client agree to the information sources used to collect data;
- Vendor and client agree to logic used for determining inclination and capacity;
- Vendor and client agree to how maiden names are handled and inherited wealth identified;
- Vendor and client agree to parameters used to segment leadership, major, planned and annual gift prospects;
- An understanding of vendor limitations, if any, in regard to the number or type of data that can be submitted and/or returned (states, foreign, etc.);
- Discussion of how demographic models are developed and what data is used to determine how the file is segmented;
- **Proposer will provide sample screening of minimum 500 PSU records;**

### **B. Leadership Gifts (Gifts of \$1,000,000 and above):**

- Identification of new leadership gift prospects capable of giving a campaign gift of \$1,000,000 or more during the next campaign;
- Identification of prospect-specific assets and wealth criteria of known and newly-identified leadership gift prospects;
- Confirmation of prospect-specific asset and wealth criteria of known prospects to allow proper adjustment of a prospect's current capacity ratings;
- Prioritization and segmentation of identified and existing prospects in order of estimated wealth and likelihood of giving to Portland State University;
- Calculation of net worth.

### **C. Major Gifts (Gifts between \$25,000 and \$1,000,000):**

- Identification of additional major gift prospects capable of giving a campaign gift of \$25,000 or more during the next campaign;

- Identification of prospect-specific assets and wealth criteria of known and newly-identified major gift prospects;
- Confirmation of prospect-specific asset and wealth criteria of known prospects to allow proper adjustment of a prospect's current capacity ratings;
- Prioritization and segmentation of identified and existing prospects in order of estimated wealth and likelihood of giving to Portland State University;
- Calculation of net worth.

#### **D. Annual Gifts:**

- Identification of all prospects capable of giving gifts of \$1,000 or more on an annual basis;
- Prioritization and segmentation of identified and existing prospects in order of estimated wealth and likelihood of giving to Portland State University;
- Confirmation of prospect-specific asset and wealth criteria of known prospects to allow proper adjustment of a prospect's current capacity ratings;
- Identification of all individuals who have annual salaries and other income in excess of \$100,000 per household, per capita, etc.;
- Identification of all individuals whose employers match gifts made to higher education complete with gift match ratios and eligibility requirements.
- Identification of household and/or individual interests, hobbies, etc of identified \$1,000+ prospects.
- Identification of all individuals that donate annually to other non-profits to include other universities, hospitals, social and/or service organizations.

#### **E. Planned Gifts:**

- Identification of prospects likely to use planned giving vehicles such as bequests trusts or annuities to make gifts;
- Identification of prospect-specific assets and wealth criteria of known and newly-identified planned giving gift prospects;
- Prioritization and segmentation of identified and existing prospects in order of estimated wealth and likelihood of giving to Portland State University;
- Calculation of net worth.

#### **F. Prospect Development:**

- Identification of each current stock owned by an individual listed in PSU's database(s) ("constituent"), including amount and dollar value;
- Identification of stock transaction history for the past five years for each constituent, with detailed values and transaction types;
- Identification of all insiders;
- Identification of private company owner assets;
- Identification of employer names and addresses, to include merger and acquisition outcomes;
- For each constituent, identification of all real estate owned, sold or acquired by each constituent over the past five years to include city/town, state and market value;
- Identification of those individuals who are officers, executives, 10% owners or "insiders" at international and national public and private corporations;
- Identification of those individuals who have made gifts of a significant size to other non-profits organizations over the past 10 years;
- Identification of those individuals who have or are affiliated with family or private foundations;
- Identification all "future prospects" (i.e. those likely of giving gifts of \$25,000 or more during the next six years);
- For each constituent, identification of all federal election commission data, private company data foundation director info, philanthropic giving, age, boat/aircraft ownership, other foundation affiliations corporate director/CEO Info, other biographical (list), pension plans/SEP/KEOGH Info, matching gift finder and other indicators of wealth as mutually agreed by both parties.

#### **G. Technical Requirements:**

- Current Database Software: Agilon One 3.5.21.
- Annual Giving Software: Ruffalo Cody/Campus Call Version 3.0.7.5.

- The annual giving program would like to have the option of uploading the screening ratings into campus call for segmentation.
- Data Definition Review: A session(s) to review the data definitions of the vendor's returned data. **Please specify hours dedicated to this endeavor.**
- Technical Service/Support: Definition of the type of technical service and support provided and any plans around future upgrades.
- Reporting: Interested in any standard inquiry or reporting tools available for the data.

#### **H. Data Return Options**

- Option to return only top asset holders by percent or by fixed number;
- If only top asset holders are returned, option to return an additional portion of records later;
- Option to refresh all or a portion of the returned data at a future date;
- Option to send additional records for processing at a future date, with results added to results of original screening.

#### **I. Training**

- Vendor will train Portland State's Prospect Manager and an unlimited amount of users in person at Portland State University.

#### **J. Support**

- Phone and web support provided for at least one year after purchase for customer service and technical needs, including import/export assistance;
- Assistance and consultation with the preparation of data for the screening.

#### **K. On-site Delivery**

- On-site (at Portland State University) summary presentation/interpretation of data for PSU staff members.

#### **L. Delivery Format**

- Data is accessed via a secure, web-accessible interface compatible with Internet Explorer and Mozilla Firefox browsers. Mozilla Firefox optimization is preferred;
- All data submitted by Portland State to the vendor remains property of Portland State University;
- Data returned will retain the two unique ID numbers per record that Portland State will originally supply with the data;
- Interface has export function to ease import into One (e.g., text- or comma-delimited file or fixed-format file) with customizable export fields;
- Interface has import function that allows client to import additional data from One via the same file formats listed above;
- Unlimited amount of users allowed to access data at once;
- Delivery format has built-in standard and custom reports & queries.

#### **M. Data Matching**

- Each data match includes a confidence-level indicator;
- Client has ability to edit the matched data (e.g., mark as a "false match").

#### **N. Additional Desirable Services**

- Interface features to include maps and driving directions, relationship reporting, and campaign pyramid reports;
- Phone append;
- Address append;
- Email Append.
- Reports by college/school affiliation

### **SECTION 3: EVALUATION CRITERIA**

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria. Responses should be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the PSU environment.

1. **Proposal Summary:** Provide a summary of your Proposal. Include on one page a brief history of your firm, a short biography of the lead or primary person servicing PSU, and a description of the services your firm proposes to provide.
2. **Project Proposal:** Provide a detailed proposal of the data analysis services, including public records search and report preparation you intend to provide PSU under a contract ensuing from this RFP. Your project proposal **must** address the following topics, as detailed in Section 2 of this RFP, Scope of Work:

- A. Mandatory Proposal Requirements
- B. Leadership Gifts
- C. Major Gifts
- D. Annual Gifts
- E. Planned Gifts
- F. Prospect Development
- G. Technical Requirements
- H. Data Return Options
- I. Training
- J. Support
- K. On-site Deliver
- L. Delivery Format
- M. Data Matching
- N. Additional Desirable Services

**(35 points)**

3. **Price Proposal:** See Section 4, *Price Proposal*. Along with the rest of the Proposal documents, propose the total cost for the requested data analysis services. The lowest responsive Price Proposal shall receive the full point value for this section; other proposals will receive points in inverse proportion to the lowest bid. **(35 points)**
4. **References:** List five (5) current or immediate past clients for us to contact as your reference regarding your capacity to perform your services, ability to meet client needs, and any other pertinent information. References from a higher education setting are preferred. Please include your reference's name and a contact person with phone and email address. PSU reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any Proposal. **(15 points)**
5. **Qualifications and Experience of Firm:** Provide a description of your firm's experience in providing Goods and Services similar to those described in this RFP and the experience of the individuals which the firm proposes to provide such Goods and Services. The preferred contractor will be familiar with fund-raising and development issues relevant to public higher education in the Pacific Northwest, preferably in Oregon. The preferred contractor will also have experience working with *Agilon* and/or *RuffaloCODY* fundraising databases. **(10 points)**
6. **Qualification and Experience of Personnel:** Provide a short but complete profile for each of the personnel you propose to assign to perform the specified services under this Contract—including their education, work history, experience in a higher education setting and other professional qualifications and certifications. **(5 points)**

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*Summary of Evaluation Criteria*

<b>A. Project Proposal</b>	<b>35 points</b>
<b>B. Price Proposal</b>	<b>35 points</b>
<b>C. References</b>	<b>15 points</b>
<b>D. Qualifications and Experience of Firm</b>	<b>10 points</b>
<b>E. Qualifications and Experience of Personnel</b>	<b>5 points</b>
	<b>(100 points TOTAL)</b>

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#### **SECTION 4: PRICE PROPOSAL**

In a separate envelope labeled "Price Proposal," apart from the other required proposal material, please state the firm's proposed fees for providing the services requested per Section 2 of this RFP by completing following pricing worksheet.

Additionally, describe how PSU will be charged, including any additional discounts for early payment of invoices.

Name of Firm: \_\_\_\_\_ Fed Tax ID No. \_\_\_\_\_

Name and title of authorized representative: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **PRICE PROPOSAL WORKSHEET:**

A. Rating and providing asset and wealth information on the entire database: \$ \_\_\_\_\_

B. Rating the entire database and providing asset and wealth information on the Top 30% of major gift prospects in the database: \$ \_\_\_\_\_

C. Rating the entire database and providing asset and wealth information on the Top 20% of major gift prospects in the database: \$ \_\_\_\_\_

D. Rating the entire database and providing asset and wealth information on the Top 10% of major gift prospects in the database: \$ \_\_\_\_\_

## **SECTION 6: PSU STANDARD CONTRACT TERMS & CONDITIONS**

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

1. **DEFINITIONS:** "Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, making the purchase and is synonymous with "Buyer" as used in ORS Chapter 12. "PSU" also means another Oregon Public agency if the purchase is being made under a cooperative purchasing program as authorized by ORS 190.240.
2. **ACCESS TO RECORDS:** Contractor shall maintain all records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of 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 and DOJ, if applicable law so requires.
4. **APPROVALS:** No work shall commence under this Agreement until the Agreement has been approved and signed by all parties.
5. **ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the Agreement as if no such assignment had occurred.
6. **BREACH OF AGREEMENT:** Should Contractor breach any of the provisions of this Agreement, PSU reserves the right to cancel this Agreement upon written notice to Contractor. Contractor shall be liable for any and all damages, incidental and consequential, suffered by PSU as the result of Contractor's breach of Agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of Agreement by Contractor.
7. **CAPTIONS:** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
8. **CASH DISCOUNT:** If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

9. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for Agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
10. **CONFIDENTIAL INFORMATION:** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information. Attached hereto, and incorporated herein by reference is "Exhibit A, Non-Disclosure Agreement".
11. **CONFLICT OF INTEREST:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
12. **CONSIDERATION:** The consideration paid in this Agreement represents the total amount of remuneration for goods and services.
13. **DEFAULT:** PSU by written notice of default (including breach of Agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) Contractor no longer holds a license or certificate that is required for Contractor to perform services under the Contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of Agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Contractor shall be liable for any and all damages incidental and consequential suffered by PSU as the result of Contractor's breach of Agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.
14. **DELIVERY:** All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor



until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

15. **ECONOMIC OPPORTUNITIES:** Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the Agreement from minority, women, or emerging small business enterprises.
16. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.
17. **FOREIGN CONTRACTOR:** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this Agreement. Contractor shall demonstrate its legal capacity to perform under this Agreement in the State of Oregon prior to entering into this Agreement.
18. **GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Contractor that arises out from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
19. **HOLD HARMLESS & INDEMNITY:**
  - a. **General Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU, and their officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this Agreement.
  - b. **Control and Defense of Settlement.** Contractor shall have control of the defense and settlement of the claim, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport the act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon or is not adequately defending its interests or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.
20. **HOURS OF WORK:** The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. **INDEPENDENT CONTRACTOR:** The services to be rendered under this Agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. This Agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.
22. **INSURANCE:** Contractor shall secure at its own expense and keep in effect during the term of this Agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, and their officers and employees, shall be included as additional Insureds in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this Agreement for a duration of twenty-four (24) months.
23. **INSURANCE CERTIFICATION:** Before Contractor commences work under this Agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.
24. **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. 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.
25. **NO THIRD PARTY BENEFICIARIES:** PSU and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.
26. **NON-DISCRIMINATION:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
27. **NOTICES AND REPRESENTATIVES:** All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. **OWNERSHIP OF WORK PRODUCTS:** All work products or any form of property originated or prepared by Contractor or Contractor's subcontractor(s) that result from the Agreement ensuing from this RFP (the "Work Product") are the exclusive property of PSU. Contractor and its subcontractors will irrevocably assign to PSU all of the rights, 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.
29. **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).
30. **PAYMENTS REQUIRED:** For all goods and services provided under this Agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any subcontractors; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
31. **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.
32. **RECYCLED PRODUCTS:** As required by ORS 279.555(2), Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Agreement work set forth in this document.
33. **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.
34. **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.
35. **SEVERABILITY:** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
36. **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.
37. **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).

**38. 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.

**39. TERMINATION:**

- a. This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.
- b. PSU may also terminate this Agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:
  - (i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this Agreement; or
  - (ii) if any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued to such termination; or
  - (iii) if sufficient funds are not provided in future legislatively approved budgets of PSU (or from applicable federal, state, or other sources) to permit PSU in the exercise of its reasonable administrative discretion to continue this Agreement, or if PSU or the PSU program for which this Agreement was executed is abolished or budgetarily limited. In determining the availability of funds from the Oregon Legislature for this Agreement, PSU may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly. In determining budget limitation, PSU may use budget instructions from the OUS Chancellor's Office or Governor's Office, as applicable.
- c. The rights and remedies of University provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**40. TIME IS OF THE ESSENCE:** Contractor agrees that time is of the essence under this Agreement.

**41. WAIVER:** The failure of PSU to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

**42. 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.

**EXHIBIT A: NON-DISCLOSURE AGREEMENT**  
**For Electronic Screening of Prospective Donors Request for Proposals**

This Non-Disclosure Agreement ("Agreement") is made by and between the **State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University ("PSU")**  
\_\_\_\_\_  
("Recipient.")

1. **Definition of Confidentiality.** As used in this Agreement, "Confidential Information" refers to any data or information provided to the Recipient for the mandatory sample screening and/or contract as identified in Section 2, Scope of Work, in the referenced Request for Proposals including, but not limited to the identity of donors, as well as their spouses; estimated wealth, assets and net worth; employer names; merger and acquisition outcomes; business affiliations and other data defined in Section 2.
2. **Nondisclosure and Nonuse Obligations.** Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to PSU, whether or not in written form for any purposes outside of this solicitation or ensuing contract. Recipient agrees that Recipient shall treat all Confidential Information of PSU with at least the same degree of care as Recipient accords its own confidential information. Recipient further agrees that Recipient will exercise at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.
3. **Survival.** This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to PSU, without retaining any copies, all documents, electronic or otherwise, and other materials furnished to Recipient by PSU.
4. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between the PSU and Recipient that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Marion County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
5. **Injunctive Relief.** Recipient acknowledges that a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to PSU for which there will be no adequate remedy at law, and PSU shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

STATE OF OREGON, ACTING BY AND THROUGH  
THE STATE BOARD OF HIGHER EDUCATION,  
ON BEHALF OF PORTLAND STATE UNIVERSITY  
("PSU")

\_\_\_\_\_  
("Recipient")

\_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
[Name, title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF REQUEST FOR PROPOSALS**

