



**REQUEST FOR PROPOSAL
No. DLN166043P**

**Cable Routing Desktop Study
& Marine Survey Support**

PROPOSAL DUE DATE AND TIME:
September 6, 2013 (5:00 PM, PT)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date August 7, 2013
- Deadline for Requests for Clarification or Change August 13, 2013 (5:00 pm, PT)
- Proposal Due Date and Time September 6, 2013 (5:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

The Procurement and Contract Services (PaCS) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Deanne Lahaie-Noll
Title: Procurement Contract Officer
Telephone: 541-737-1150
Fax: 541-737-2170
E-Mail: deanne.lahaie-noll@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals for the provision of a Cable Routing Desktop Study and Marine Survey Support that will determine the cable routing to the Northwest National Marine Renewable Energy Center's (NNMREC) South Energy Test Site (SETS). The testing facility will be capable of testing utility-scale wave energy conversion technologies, will be grid-connected, and will have multiple subsea cables to a terrestrial landing site. The study area has been identified and the Bureau of Ocean Energy Management (BOEM) lease request application has been submitted. This study area is located in the outer continental shelf

south of Newport, Oregon approximately 5-6 nautical miles from shore. The study area and alternative landing locations have been selected with the help of local stakeholders, including the local electrical utility.

2.02 BACKGROUND

The need for standardized testing facilities has been identified as a key barrier to the development of the marine energy industry. Oregon is uniquely poised to fill the testing needs of the industry with its tremendous ocean energy resource, available infrastructure, technical expertise and political support. This emerging field could create clean, predictable and renewable energy for communities around the world. The Northwest National Marine Renewable Energy Center (NNMREC) is working to develop a utility-scale, grid-connected ocean energy test facility for testing the commercial viability of wave energy conversion (WEC) technologies, while also answering important questions concerning potential effects to the ocean ecology, marine species and other ocean users.

NNMREC is one of only three federally sponsored marine renewable energy centers, and is a partnership between Oregon State University (OSU) and the University of Washington (UW). A national leader in ocean energy research and development, NNMREC-OSU focuses on wave energy and NNMREC-UW focuses on tidal energy. OSU is home to world-class research facilities accessible to NNMREC, and industry, including the O.H. Hinsdale Wave Research Lab, the Wallace Energy Systems and Renewables Facility, the Hatfield Marine Science Center, OSU Ship Operations, and NNMREC open-ocean testing facilities. OSU-NNMREC continually works to develop a full suite of testing capabilities to support the advancement of devices through all stages of technology development.

Since its establishment in 2008, NNMREC-OSU has made significant progress toward the responsible development of the wave energy industry. NNMREC facilitates technology testing and validation, studies the ocean ecology, and endeavors to understand the human dimensions of the emerging ocean energy industry. One of NNMREC-OSU's primary roles is to serve as an integrated, standardized test center for this emerging global industry. NNMREC-OSU's organizational structure consists of a full-time Director, Ocean Test Facilities Manager, Program Representative, Test Engineer, and Environmental Compliance Manager. In addition, approximately ten OSU faculty members, each with graduate students, conduct research on various topics from survivability and reliability to environmental effects of wave energy.

The Pacific Marine Energy Center (PMEC) serves as the umbrella of NNMREC's ocean testing facilities, which include the North Energy Test Site (NETS) and the South Energy Test Site (SETS). The NETS is currently under operation. A variety of devices can be accommodated, including utility-scale devices operating autonomously, or devices generating up to 100kW when connected the Ocean Sentinel instrumentation buoy. The test site is utilized to conduct important research into the feasibility of promising technologies, and the understanding of the potential effects of the marine energy industry. The SETS will provide utility-scale grid-connected wave energy testing capability on the outer continental shelf (OCS). The development and design process is currently well underway, which is the subject of this RFP.

The wave energy industry and policy-makers alike have determined that full-scale, grid connected ocean test facilities are needed to achieve industry commercialization and fully reap the benefits of this clean, renewable energy resource. PMEC aims to fulfill this need. NNMREC-OSU has developed a two-phase approach to achieve the PMEC vision:

- Phase 1: Non-grid connected, ocean testing within Oregon's territorial sea (north of Newport, OR) for devices of various scale testing autonomously, or devices producing up to 100kW when connected to the Ocean Sentinel instrumentation buoy (May – September). The North Energy Test Site (NETS) commenced operations in 2012.
- Phase 2: Grid-connected ocean testing on the outer continental shelf (south of Newport, OR) to support utility-scale device testing and demonstration. The test facility will also have grid emulation capability for off-grid testing of devices. The South Energy Test Site (SETS) study area and alternative terrestrial landing locations have been identified.

South Energy Test Site (SETS)

The vision for the SETS is to leverage NNMREC expertise and industry partnerships to develop a utility-scale, grid-connected ocean energy demonstration center that can accommodate multiple devices of various technology types and scales. To that end, the SETS will be designed to demonstrate the viability of wave energy off the northwest coast of the U.S. by providing a grid-connected ocean test facility for prototype and utility-scale devices. The SETS will consist of four test berths connected to the electric grid with a maximum capacity of up to 10 megawatts (MW). The SETS test berths will be able to accommodate single WEC devices, as well as small arrays of devices. The highly flexible nature of this test facility will facilitate wave energy technologies' progress from early-stage ocean testing through final demonstration for commercial use.

Specifically, the SETS will meet the following key industry and stakeholder needs:

- Offshore site for testing devices with grid-connection and grid simulation capabilities;
- Multiple ocean test berths for prototype and utility scale device testing;
- Device array testing (i.e., arrays of 3 to 5 devices) capability; and
- Research opportunities to improve understanding about the potential effects of the industry.

The SETS characteristics and capabilities are expected to include:

- Fully Permitted Site;
- Standardized testing;
- Standardized power analysis at accredited facility;
- Grid interconnection data from accredited facility;
 - Grid synchronization data
 - Standardized fault testing
- Grid emulation and power dissipation;
- Demonstration of power on the grid (e.g., technical and contractual);
- Procedures and Protocols for all stages of development.

In addition, NNMREC-OSU will be able to provide assistance through each stage of testing at the PMEC-SETS facility:

- Pre-Test Stage
 - Fully Permitted Site
 - Deployment Plans
 - Testing Plans
 - Technology Research and Monitoring Plans (including intellectual property (IP) plans)
 - Environmental Research and Monitoring Plans
 - Contracts
- Test Stage
 - Testing Protocols and Procedures
 - Technology Monitoring (power and performance)
 - Environmental Monitoring
- Post-Test Stage
 - Performance Data Analysis
 - Environmental Data Analysis
 - Demobilization
 - Removal/Decommissioning

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 STATEMENT OF WORK

3.01 SPECIFICATIONS AND REQUIREMENTS:

Proposers must submit Proposals that meet the specifications identified in Exhibit A.

3.02 TERMS AND CONDITIONS:

OSU's terms and conditions governing the purchase resulting from this RFP are included at Exhibit B.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- a. More than 10 years experience in the marine electrical infrastructure industry
- b. Successful experience with projects, similar to the content of this project, related to development of plans for construction and cost estimation of near-shore electrical infrastructure.
- c. Experience working successfully with a variety of diverse stakeholders.
- d. Familiarity with the geographical area of the project.
- e. Demonstrated ability to meet the project deliverable schedule requirements.

4.02 PREFERRED QUALIFICATIONS:

OSU will award additional points for Proposers able to meet the preferred qualifications below:

- a. Preferred experience: Five or more cable routing desktop studies of similar scope.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL

Submit one (1) original hard copy Proposal and one (1) electronic copy (PDF format) on CD/DVD/flash drive. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation. In order to maintain uniformity with all proposals furnished by Proposers, it is hereby requested that proposals be limited to a maximum of 25 pages (12 pt. font, 1 inch margins, excluding front and back covers, section dividers and resumes).

Proposers must submit the following information:

- a) A PROJECT UNDERSTANDING statement containing any suggestions for special concerns that NNMREC should address for a successful project.
- b) A description of the PROPOSED APPROACH to accomplish the work. Show how all required tasks are to be completed, including approach where appropriate. Proposers should clearly distinguish between their proposal to prepare the Desktop Study as a response to this RFP and the actual Desktop Study content.
- c) WORK PLAN. Show how all required tasks are to be completed, including approach where appropriate.
- d) A DETAILED SCOPE OF WORK containing any additional scope of work tasks the Proposers sees as necessary for the successful completion of the project.
- e) A project team ORGANIZATION CHART identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager (PM). The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Subcontractors, if any, shall be identified with the same requirements as the prime Contractor.
- f) Proposed DETAILED PROJECT SCHEDULE, including phasing (as may apply) indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- g) A breakdown of LABOR HOURS AND PROPOSED FEE by Proposer employee billing classification together with the cost of the non-labor and subcontractor services shall be included with the fee proposals. The labor breakdown shall be based on a listing of work tasks that correlates with the Proposer's defined scope of work for the project proposal, by task or phasing (as may apply). This information will be used to evaluate the reasonableness of the fee proposal and will be used in negotiating the final fee amounts for the contract agreement.
- h) The Proposer's STANDARD HOURLY BILLING RATES for all classifications of staff likely to be involved in the project shall be included with the fee proposal along with the mark-up rate for any non-labor expenses and subcontractors.
- i) List of SIMILAR PROJECTS, which your firm completed within the last five years. Project information should include project description, agency or client name along with the person to contact and the telephone number(s), and year completed.
- j) The Proposer shall provide a minimum of three REFERENCES for similar projects. At a minimum, each reference shall include client, contact name, contact phone number and projects completed for the client. References shall be furnished in the form provided in Exhibit D of the RFP, noted below.
- k) Exhibit C: Certifications, fully completed.
- l) Exhibit D: References, fully completed.

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 NEGOTIATIONS

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract.

6.03 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Project Understanding Statement	10
Proposed Approach	20
Work Plan	10
Detailed Scope of Work	10
Qualifications, Experience & References	20
Cost Proposal and Billing Rates	20
Schedule	10
Total	100

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Proposers shall submit with their proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.04 ADDENDA

Only documents issued as Written Addenda by PaCS serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you are advised to consult the OUS procurement website, prior to Proposal submittal, to ensure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.05 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.06 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.07 SUBMISSION

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

7.08 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.09 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.10 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.11 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.12 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.13 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.15 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.16 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.17 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.18 PROPOSAL PREPARATION COST

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.19 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
STATEMENT OF WORK / SPECIFICATIONS AND REQUIREMENTS

REQUIREMENTS STATEMENT:

NNMREC-OSU is seeking proposals from qualified Proposers capable of conducting a Cable Routing Desktop Study (DS) and providing Marine Survey Support for the Pacific Marine Energy Center's (PMEC) South Energy Test Site (SETS). The study will consider cable routing alternatives from potential shore landing sites to the study area for the WEC test berths the OCS. (Please see the Background section for detailed information.) The results of the study will be utilized to develop marine survey requirements, which will be used to procure marine survey services. The selected Proposer will provide various supporting services in order to ensure a successful marine survey, help to interpret the results of the survey, and assist in the selection of the final cable routings. The selected Proposer shall prepare the DS and provide related services as detailed in the Scope of Services. Scope, schedule, and budget will be provided where required. The topics to be covered in the DS are provided in the Table of Required Topics in the Scope of Services section.

Planning Factors:

The following planning factors shall be taken into the full consideration and addressed to practical extents during the development of the DS.

- Four subsea cables will extend from the terrestrial cable termination facility to the ocean test site. The maximum combined capacity of the cables will be approximately 10 MW. All cables need not have the same design, allowing for flexible testing alternatives (e.g., device arrays or higher power WECs). The cables are not yet designed nor requirements determined. Alternatives are discussed in the Conceptual Design Report for PMEC, including transmission voltage.
- Six marine cable landing options were identified and studied by the Newport community siting team; two of the preferred options identified by the community are listed below:
 - **Lost Creek State Park:** 6.5 NM distance from ocean site, public ownership (Oregon State Park), mid-range marine cable run, shortest PUD cable run, fewer rocky reef issues.
 - **South Beach State Park:** 5.5 NM distance from ocean site, public ownership (Oregon State Park), multiple landfalls, existing infrastructure and access, rocky reef issues.
- It is anticipated that cables will be housed in a conduit that will be directionally drilled from the terrestrial termination facility to beyond the surf zone.
- Cables will be buried from the conduit termination to the ocean test site; the cables may be buried together or specifically spaced to meet necessary design requirements.
- Cables will emerge from burial at a proper setback from the boundary of the ocean test site and will then diverge toward the termination location.
- Cable terminations will include a subsea connector system that is accessible from the water surface, where auxiliary cables (terminating at the WEC devices) will be connected.
- Consideration should be given to the spacing and divergent paths of the individual cables to each individual test berth. Cable termination locations must consider the need for individual WEC devices, as well as device arrays, in order to ensure adequate spacing for the devices, mooring systems, and installation, operations and maintenance maritime equipment and vessels.
- NNMREC is a community-focused organization and it is vital that public outreach and minimizing conflict with existing users are key factors in the cable routing study and decision-making process.
 - Recommendations will adhere to the guidance and requirements of the Oregon Territorial Sea Plan (Part IV) and all other state and federal regulations, as applicable.
 - Recommendations will be conditioned on navigation safety factors, particularly in the approach to Newport.
 - Recommendations will be conditioned on minimizing conflict with existing users and resources.
- NNMREC has coordinated with agencies and stakeholders to begin identifying existing information and data gaps related to cable route development and cable design, which will be provided to the selected Proposer to inform the Desktop Study.

SCOPE OF SERVICES

Task 1. Draft Cable Routing Desktop Study

The Draft Cable Routing Desktop Study (DDS) is primarily comprised of the initial data collection efforts that will inform the cable route selection process. The DDS will determine end points and route alignment for the power export cables from alternative onshore locations to the SETS study area. The power generated by WEC devices at PMEC-SETS will be integrated into the local electrical grid. The DDS will provide the necessary information required to refine budget estimates, prepare permitting and environmental documentation, inform community outreach activities, and prepare specifications and locations for marine surveys. The DDS will identify Proposed Route Position Lists (RPL) and identify potential hazards or obstacles to the proposed routes, including maps of cable route options. Mitigation measures to address hazards will be presented. The DDS will include complete analyses and discussion of the topics provided in the *Table of Required Topics* with the exception of requirements of other Tasks in the Scope of Services. Upon execution of the contract, NNMREC will convene a meeting with the Contractor and other members of the project team to coordinate on specific information needs and focus areas for the DDS.

Cost Requirements: Fixed Cost Proposal

Subtasks:

Task 1 shall include the following subtasks, including site survey, data collection, analysis, draft report preparation and draft report presentation.

Task 1.1 - Site Survey

This subtask includes a walkover of the alternative cable landing sites proposed in the Newport Site Proposal for PMEC (attachment X) by the Principal Investigator(s) as proposed by the Contractor. The walkover purpose is to collect visual information concerning the beach landing conditions, landing approaches, offshore activity (commercial and recreational), potential hazards, installation challenges, natural resource issues, and other relevant topics. A written summary of the walkover will be provided to NNMREC as part of this task.

Task 1.2 – Data Collection

The data collection subtask is the most critical element of the DDS, which collects as much relevant data as possible to inform the analysis subtask. Qualitative and quantitative data must support the topics provided in the *Table of Required Topics*.

Task 1.3 - Analysis

The analysis subtask consists of the interpretation and consideration of relevant data collected in previous subtasks. The data will be compiled into an organized format that can be understood by a typical reader that may not be an expert in the associated topics. The analysis will result in alternative cable routes from each of the proposed terrestrial landing locations, providing Route Position Lists (RPL) for each. The Contractor will also provide a preliminary determination (recommendations) for cable protection requirements. Comparative costs for the recommended cable protection alternatives will be provided to help inform the route selection process. Also included in this subtask is the identification of information and data required for permitting and environmental documentation. Specifically, the Contractor will coordinate with the PMEC-SETS Regulatory Team to ensure information and analysis is aligned with regulatory requirements, as the DDS will be used to support development of environmental and permitting documentation. NNMREC will assist in the facilitation of community outreach efforts. The outreach and engagement activities that will require Contractor involvement will include requirements for compliance to Part IV of the Territorial Sea Plan and coordination with fishermen groups such as the Fishermen Involved in Natural Energy (FINE) and the Oregon Fishermen's Cable Committee (OFCC).

Task 1.4 – Draft Report Preparation

This subtask consists of the formal written DDS. The format should generally follow the *Table of Required Topics*; other well organized formats may be used as long as all the topic areas are included. The Contractor shall prepare a professional grade Draft Desktop Study that will include findings, data, analysis and professional opinions related to the required topics. The format shall be Microsoft Word, and electronic versions of the DDS shall be provided to NNMREC.

Task 1.5 – Draft Report Presentation

The presentation of the DDS will be possible through online media, provided the means are approved by NNMREC. This could include Go-To-Meeting, or other virtual meeting services. Should the Contractor propose an in-person meeting, it must be included in the proposal, along with justification for the associated costs (i.e., why the in-person meeting is recommended for presentation of the DDS).

Task 2. Marine Survey Support

This task requires the Contractor to utilize the information developed under Task 1 toward the following activities:

- a) The results of the Draft Cable Route Desktop Study will be utilized to develop the technical requirements for a marine survey, as well as environmental and regulatory documentation. This will include all information necessary to procure the proper marine survey resources with a comprehensive scope of services.
- b) The Contractor shall assist in the development of procurement for marine survey services, if required.
- c) The Contractor shall assist in the interpretation of the marine survey results.
- d) The Contractor shall assist with the determination of the final cable routing alternative, and incorporate results into the final written study (Task 3).

Cost Requirements: Cost Proposal with Rates & Proposed Tasks. This portion of the work will be on a time and materials basis, and will be based on a required cost proposal, estimating the total cost of the work, and will include a rates schedule for each team member assisting with the project. The final scope of the services will be negotiated after the project is awarded.

Task 3. Preliminary Cable Routing Desktop Study

All tasks from previous activities will be integrated into a professional grade final draft Desktop Study. The project will conclude with a live presentation of the final draft report, and will include a questions and answers session. Feedback from the session will be addressed and incorporated into the Final Report. Contractor will provide the draft study well in advance in order to allow adequate review time by NNMREC.

Cost Requirements: Fixed Cost Proposal

Task 4. Final Cable Routing Desktop Study

This task comprises the Final Report, including feedback and comments from NNMREC, members of the PMEC-SETS project team, and stakeholders, and the questions and answers session conducted under Task 3.

Cost Requirements: Fixed Cost Proposal

TABLE OF REQUIRED TOPICS

- 1) INTRODUCTION
 - a) Project Description
 - b) Site Description
 - c) Existing Cables and Outfalls
 - d) Cable Route Overview
 - e) Factors Affecting Route Selection to Deep Water
 - f) Review of Available Bathymetric Survey Data
- 2) SHORE LANDING
 - a) Shore Landing Overview
 - b) Shore Landing Locations

3) TERRESTRIAL ROUTE AND FACILITY SITING FACTORS

- a) Terrestrial Cable Route Overview
- b) Terrestrial Facility Locations
 - i) Beach Vault
 - ii) Substation(s)(size, location, construction requirements)
- c) Directionally Drilled Casing Considerations

4) PHYSICAL ENVIRONMENTAL FACTORS

- a) Climatology
- b) Oceanography
- c) Waves and Currents

5) GEOPHYSICAL FACTORS

Describe and provide maps of the existing geology, topography, and soils of the project site and surrounding area. Components of this section must include:

- a) Bathymetry
- b) Geology
 - i) Description of geological features, including bedrock lithology, stratigraphy, structural features, glacial features, unconsolidated deposits, and mineral resources.
- c) Seismicity
- d) Sedimentology
 - i) Description of soil types, occurrence, physical and chemical characteristics, erodability and potential for mass soil movement, and soil characteristics.
 - ii) Existing erosion, mass soil movement, slumping, or other forms of instability, including identification of project facilities or operations that are known to or may cause these conditions.
- e) Rocky Reefs

6) HUMAN USE FACTORS

Describe and provide maps of existing human uses within and adjacent to the project site.

- a) Trawling and Other Bottom Contact Fisheries
- b) Shipping and Navigation
- c) Dumping and Hazardous Material Disposal Sites
- d) Dredging Activities
- e) Wrecks and Obstructions
- f) Military Facilities, Operational Areas and Other Restricted Areas
- g) Parks, Recreation Areas
- h) Marine Sanctuaries and Other Restricted or Special Purpose Areas

7) ENVIRONMENTAL PERMITTING CONSIDERATIONS

- a) Available Environmental Survey Data and Documentation
- b) Marine Natural Resources
- c) Terrestrial Natural Resources
- d) Cultural, Historic and Tribal Resources
- e) Air Quality
- f) Environmental Analysis and Permitting Requirements
- g) Compliance with Territorial Sea Plan (Part IV)

8) INFRASTRUCTURE AND TRANSPORTATION

Describe and provide maps of infrastructure and transportation facilities in the project vicinity that could be affected (positively or negatively) by the project.

- a) Roads
- b) Railways
- c) Airports
- d) Others

- 9) PRELIMINARY RESULTS / RECOMMENDATIONS
- a) Summary of Key Hazards and Concerns (Risks) for Topic
 - b) Nearshore Cable Route Recommendations (Provisional Route Plans)
 - c) Terrestrial Cable Route and Facility Site Location Recommendations
 - d) Survey Recommendations
 - e) Installation and Operational Recommendations

- 10) MARINE SURVEY
- a) Requirements & Specifications
 - b) Scope of Work
 - c) Quality Assurance Coordination
 - d) Analysis, Interpretation & Summary of Survey Data
 - e) Route Development
 - f) Route Recommendations
 - g) Offshore Cable Termination Points (within WEC berth site on OCS).

- 11) CABLE ENGINEERING RECOMMENDATIONS
- a) Cable Design (marine and terrestrial)
 - i) Number, length, and voltage of the primary transmission lines
 - ii) Shore-landing (s) and Interconnection(s)
 - iii) Transmission, Costs, & Other Factors
 - b) Cable Protection (marine and terrestrial)
 - i) Armoring
 - ii) Burial
 - iii) Installation Protection
 - iv) Other Protection
 - c) Cable Construction and Installation (marine and terrestrial)
 - i) Methods/Techniques
 - ii) Equipment & Personnel Requirements
 - iii) Construction/Installation Timeframes
 - d) Cable Operations & Maintenance (marine and terrestrial)

Appendix A: Assessment of Existing Bathymetric Survey Data

Appendix B: Site Visit Reports

Appendix C: Route Position Lists (i.e., map of cable route options for DDS; map of preferred and alternative routes for Final Draft; and map of recommended route for final report)

Appendix D: Marine Survey Data

Appendix E: Revised Route Position List

Appendix F: Map of Location of Transmission Facilities (marine cables, shore landing, substation(s), terrestrial cables)

Appendix G: Map of Land Use around Transmission Facilities (state, county, closest municipality, Federal and/or Tribal lands, as applicable)

PROJECT DELIVERABLES

Project deliverables shall at a minimum include:

- Preliminary Cable Routing Desktop Study DUE NOVEMBER 15, 2013
- Marine Support Services as Required (ongoing)
 - Interpretation of draft DS toward the development of marine survey requirements
 - Assistance procuring and managing quality of marine survey, if required
 - Interpretation of marine survey data
 - Gap analysis of available data for coring, and recommendations for additional required coring data
- Final Draft Cable Routing Desktop Study DUE JUNE 1, 2014
- Final Cable Routing Desktop Study DUE JULY 1, 2014

AVAILABLE DATA

Several related documents provide available data and information about the project including:

- Conceptual Design Report for PMEC Facility (EMEC, March 2013)
- Newport Site Proposal for PMEC (Newport Community Site Selection Team, January 2013)
- BOEM lease application (NNMREC, June 2013)
- Biological Evaluation (NNMREC, July 2013)

EXHIBIT B
TERMS AND CONDITIONS / SAMPLE CONTRACT

These Standard Terms and Conditions for Services shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

1. DEFINITIONS:

As used in this Contract, the terms set forth below are defined as follows:

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
 - i. The Solicitation Document and its Attachments and Addenda, if any; and
 - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of services pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

2. ACCEPTANCE OF SERVICES:

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the services and cancel the Contract in whole or in part.

3. ACCESS TO RECORDS:

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

4. AFFIRMATIVE ACTION:

Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

5. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of

Oregon.

- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

6. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

7. COMPLIANCE WITH APPLICABLE LAW:

The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

8. CONFIDENTIALITY:

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

9. EXPORT CONTROL:

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

10. FORCE MAJEURE:

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall 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 obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract. *No later than two working days after becoming aware of the occurrence of a force majeure event, Contractor shall furnish OSU*

with a written report describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the nonperforming party's obligations under this Contract. During the continuation of the force majeure event, Contractor shall furnish timely, regular written reports, updating the information required by this paragraph and providing any other information that OSU reasonably requests.

11. GOVERNMENT EMPLOYMENT STATUS:

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

12. INDEMNITY, RESPONSIBILITY FOR DAMAGES:

- a. 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, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, 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 to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, 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 the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

13. INDEPENDENT CONTRACTOR STATUS:

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

14. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than four million dollars (\$4,000,000) aggregate, unless otherwise specified in writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. If requested, Contractor shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration commiserate with the statute of limitations for tort claims in Oregon.

15. INVOICES AND PAYMENT TO CONTRACTOR:

Contractor shall send invoices to OSU for services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:

- a. The Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

16. NOTICE:

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and given to the other party, via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

17. ORIGINAL WORKS:

All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this Contract, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OSU. OSU and Contractor agree that such original works of authorship are "work made for hire" of which OSU is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," Contractor hereby irrevocably assigns to OSU any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OSU's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OSU. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, 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.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor intellectual property, or is a compilation that includes Contractor intellectual property, Contractor hereby grants to OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf. In the event that Work Product created by Contractor under this Contract is a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Contractor shall secure on OSU's behalf and in the name of OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the third party intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf.

18. OSU NAME AND TRADEMARK:

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

19. PARKING:

Contractors doing business on the OSU campus may be required to have a permit to park, if utilizing restricted street parking or parking lots. Contractor parking permits may be picked up from OSU's Office of Transit & Parking Services.

20. RECYCLABLE PRODUCTS:

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

21. REMEDIES FOR CONTRACTOR'S DEFAULT:

In the event Contractor is in default, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

22. RETIREMENT SYSTEM STATUS:

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

23. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract 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 of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

24. SEVERABILITY:

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

25. SEXUAL HARASSMENT:

The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

26. SURVIVAL:

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

27. TAX COMPLIANCE CERTIFICATION:

Contractor certifies under penalty of perjury that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

28. TERMINATION:

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other

sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU 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.

29. THIRD PARTY BENEFICIARY:

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

30. TIME IS OF THE ESSENCE:

Time is of the essence for the completion of the work described in this Contract. It is anticipated by the parties that all work described herein will be completed by the dates specified, and that any delay in the completion of the work described herein shall constitute a material breach of this contract.

31. WAIVER:

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

32. WORKERS' COMPENSATION:

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

33. MERGER:

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**EXHIBIT C
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____

Date: _____

Name (Type or Print): _____

Telephone:(____)_____

Title: _____

Fax:(____)_____

FEIN ID# or SSN# (required): _____

Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT D
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____
