



**INFORMAL REQUEST FOR PROPOSAL  
No. IRFP NO.JD189805IP**

**Timber Lease/Sale Coordinator**

**PROPOSAL DUE DATE AND TIME**

August 24<sup>th</sup>, 2017 (3:00 PM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 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.

**ELECTRONIC SUBMITTAL ADDRESS**

[joshua.dodson@oregonstate.edu](mailto:joshua.dodson@oregonstate.edu)

## **1.0 GENERAL**

### **1.01 SCHEDULE OF EVENTS**

- Issue Date.....August 3<sup>rd</sup>, 2017
- Deadline for Requests for Clarification or Change.....August 17<sup>th</sup>, 2017 (3:00 pm, PT)
- Proposal Due Date and Time.....August 24<sup>th</sup>, 2017 (3:00 pm, PT)

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

### **1.02 ISSUING OFFICE**

The Procurement, Contracts and Materials Management (PCMM) 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 solicitation to the Administrative Contact identified below.

### **1.03 ADMINISTRATIVE CONTACT**

Name: Joshua Dodson  
Title: Procurement Contract Officer  
Telephone: 541-737-3572  
Fax: 541- 737- 2170  
E-Mail: joshua.dodson@oregonstate.edu

### **1.04 DEFINITIONS**

As used in this solicitation, 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 the Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to the 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 the document issued 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 OSU Standard 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 that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

## **2.0 INTRODUCTION AND BACKGROUND**

### **2.01 INTRODUCTION**

Oregon State University (OSU) Procurement, Contracts, and Material Management (PCMM) is seeking a Responsive Responsible Proposer to provide all necessary labor, and materials in order to recommend and coordinate the leasing or sale of timber for the OSU College of Forestry, Research Forests at the Blodgett Tract located in Columbia County, Oregon. OSU shall retain ownership of the tract throughout the terms of any lease agreement, as well as any non-timber natural resources currently available on the property. If the property is leased the underlying agreement shall not exceed 60 years. Any proposed actions will meet the College requirements for sustainable forest management and fully comply with all applicable local, state and federal regulations.

The Blodgett Tract is located near Fishhawk Lake behind a locked gate. Take Sunset Hwy (Hwy 26 West) out of Portland to the Vernonia exit (Hwy 47). Turn right onto Hwy 47 and continue through Vernonia to Mist

(approximately 15 miles to Vernonia and another 15 miles to Mist). At Mist, follow Hwy 202 (veering left) toward Birkenfeld and Astoria. The turn-off to Fishhawk Rd. is between mile post 42 and 43 (approximately 4 miles from Mist). Turn right onto Fishhawk Rd. Continue past Fishhawk Lake approximately 1.5 miles and a blue gate will be on your left. Continue through the gate to the 1-mile marker where the Blodgett Tract property line starts.

OSU is engaged in an active threatened or endangered species survey process and does not guarantee that a threatened or endangered species will not be found as a result of future survey efforts by OSU or others in or near the harvest area. OSU may take steps, including Contract alteration or termination if OSU believes these steps are necessary to protect its interests and remain compliant with the law, including the Oregon Forest Practice Act, ORS 527.610 et. seq. (<http://www.oregon.gov/ODF/Working/Pages/FPA.aspx>).

## 2.02 BACKGROUND

OSU's Blodgett Tract is prime property for tree growth and timber production. The College of Forestry owns a number of Research Forests around Oregon that serve as living laboratories where active forest management practices provide teaching, research and demonstration opportunities for students of all ages, forest managers, and Oregonians. The Blodgett Tract's distance from Corvallis, coupled with a shortage of support infrastructure has resulted in underutilization of the property for teaching and research. Therefore, the College is now seeking alternatives for optimization of revenue production from the tract; utilizing such revenue to supplement teaching and research efforts closer to Corvallis.

## 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, 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 all 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 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

# **3.0 STATEMENT OF QUALIFICATIONS / SAMPLE CONTRACT**

## 3.01 STATEMENT OF QUALIFICATIONS

Proposers should demonstrate the following experience in their Proposal submission;

- a. Experience providing consultation services related to investment, purchase, sale, lease and mortgage transactions between industry, private individuals and/or conservation groups.
- b. Proven record of analyzing forestland appraisals and determining cash flow, and gross/net earnings under different operational scenarios.
- c. Experience within the last 5 years evaluating and coordinating the lease/sale of university or public owned timber rights
- d. Demonstrable experience working with real estate and legal documents associated with sale/lease of timber rights.

## 3.02 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included as Exhibit A.

## 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.

- a. A minimum of 10 years' experience in financial management of timberland and forest product portfolios.

### 4.02 PREFERRED QUALIFICATIONS

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

- a. Bachelors of Science in Forestry or closely related field.
- b. Experience working with Pacific Northwest timberlands and/or forest industries.
- c. More than 10 years' experience in financial management of timberland and forest product portfolios.

## 5.0 REQUIRED SUBMITTALS AND EVALUATION

### 5.01 REQUIRED SUBMITTALS

Proposers **MUST** submit the following information:

- Description of how the goods or services offered specifically satisfy the Statement of Qualifications and Sample Contract described and referenced in Section 3.
- Detailed information about how the Proposer meets the minimum qualifications described in Section 4.
- Pricing – Proposers shall provide a **single hourly labor rate** for services described in Exhibit A
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.

### 5.02 OPTIONAL SUBMITTALS

Proposers **MAY** submit the following information:

- Detailed information about how the Proposer meets the preferred qualifications described in Section 4.

### 5.03 EVALUATION

This is a multistage evaluation. OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following 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>
Proposal relative to the Statement of Qualifications and Sample Contract	40
Proposer's qualifications relative to the preferred qualifications	15
Price of the goods or services	45
<b>Total</b>	<b>100</b>

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

#### 5.04 AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

#### 5.05 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.

### **6.0 INSTRUCTIONS TO PROPOSERS**

#### 6.01 APPLICABLE STATUTES AND RULES

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

#### 6.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

#### 6.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and submitted to PCMM at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. 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 should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

#### 6.04 ADDENDA

Only documents issued as Written Addenda by PCMM 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. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

#### 6.05 PREPARATION AND SIGNATURE

Proposals should be Written 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 RFP and all Exhibits and Addenda to the RFP.

#### 6.06 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.50 (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.

#### 6.07 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the RFP No., RFP Title and the Proposal Due Date and Time. Proposals may be mailed to Oregon State University, Procurement, Contracts, and Materials Management, 644 SW 13th Street, Corvallis, OR 97333-4238, faxed to (541) 737-2170 or e-mailed in PDF format to the Administrative Contact noted above. It is highly recommended that a Proposer confirms receipt of the Proposal with the Administrative Contact noted above.

#### 6.08 PROPOSALS ARE OFFERS

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

#### 6.09 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the RFP, Exhibits, and Addenda. OSU may reject all Proposals if it is in the best interest of OSU to do so.

#### 6.10 PROPOSAL PREPARATION COSTS

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

#### 6.11 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the contract when deemed to be in the best interest of OSU.

**EXHIBIT A  
SAMPLE CONTRACT**

**OREGON STATE UNIVERSITY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract #

This Contract is entered into by and between Oregon State University (OSU/Institution) for its **College of Forestry** (Department) and \_\_\_\_\_ (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed \$ **150,000.00** to be paid at the rate of \$ \_\_\_\_\_/hour to Contractor by OSU. Contractor mark-up on any OSU requested material or subcontractor purchases shall not exceed 15%. All material and subcontractor purchases **MUST** be quoted and approved by an authorized OSU representative in writing prior to incurrence by the Contractor in order to be eligible for reimbursement.

Contractor travel expenses are subject to OSU Travel Policy <http://fa.oregonstate.edu/fis-manual/400-expenditures/411-travel>.

The not to exceed amount listed above shall be inclusive of all labor, material, subcontractor and travel expenses associated with this Contract.

Contractor agrees to perform between date of last signature and \_\_\_\_\_, inclusive, the following personal and/or professional services:

- **Develop and articulate optimal income generating scenarios for the Dean's consideration, each of which clearly articulates implications for property management, generation and timing of revenue, and personal and real property ownership interests of the College, including but not limited to sale of a timber license or timber deed.**
- **Communicate and coordinate activities by the College, legal counsel, independent appraiser and market broker\* that are necessary to determine the value streams available to the College from alternative approaches to managing the harvest regime of the Blodgett Forest and/or restructuring the ownership interests of the College in the forest.**
- **Frame, advise and discuss with the Dean's internal College committee key decision points related to the proposed scenarios.**
- **Coordinate as necessary with OSU to ensure compliance with OSU procurement and legal requirements as well as OSU Research Forests' management standards.**
- **If a sales scenario is selected, then coordinate the sale of a timber license/lease for the College of Forestry's 2,440 acre Blodgett Forest Tract in Columbia County, Oregon**
- **If following through on a sales scenario\*, work with OSU to:**
  - **Develop a sales prospectus**
  - **Develop a bid criteria**
  - **Develop point factors for proposal variables**
  - **Identify potential purchasers**
  - **Review and advise College of Forestry Dean on Proposals from Proposers as needed.**
  - **Advise College of Forestry Dean of Consultants review of highest scoring Proposal(s) and provide detailed review of consideration and acceptance.**

**\*If a market broker is required to complete the actions listed above, the Contractor will work with the existing market broker provided by OSU or may be requested by OSU to provide those services through this agreement. A final decision regarding the provision of a market broker shall be at OSU's sole discretion. Please reference 'SUBCONTRACTS AND ASSIGNMENTS' in Attachment A for more details.**

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU Standard Contract Provisions and  Attachment B;  Attachment C;  Other Attachments \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

INSURANCE: the minimum limit is \$ **1,000,000**

Type required:  CGL  AUTO  Professional





**ATTACHMENT A**  
**OREGON STATE UNIVERSITY STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS**

**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 and the federal government and their respective 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. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

**ASSIGNMENT.** Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

**AVAILABILITY OF FUNDS.** Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

**CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**COMPLIANCE WITH APPLICABLE LAW.** Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

**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 Contract no person having any such interest shall be employed.

**DUAL PAYMENT.** Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

**EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**HAZARD COMMUNICATION.** Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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 contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

**INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution 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 Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax.

**INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. 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. OSU and its officers, board members, employees, and agents shall be included as additional insured in 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 of 24 months.

**NOTICES AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

**OVERDUE PAYMENTS.** Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

**SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.

**SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

**SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**TERMINATIONS.** This Contract 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. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (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. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; 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 after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution 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.

**TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**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 Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**FORCE MAJEURE.** Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**WAIVER.** The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

**APPROVALS.** In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

**RECYCLED PRODUCTS:** Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

**WORKERS' COMPENSATION.** All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, 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 SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**EXHIBIT B  
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 Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

**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 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 C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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