



**REQUEST FOR PROPOSALS**

**RFP # 2012-12**

**ENVIRONMENTAL SITE ASSESSMENT  
CORNETT HALL – KLAMATH FALLS, OR  
WILSONVILLE CAMPUS, WILSONVILLE, OR  
HARMONY CAMPUS, CLACKAMAS, OR**

**ISSUE DATE:** November 29, 2012

**CLOSING DATE:** January 3, 2013

**CLOSING TIME:** 1:00 PM, PT

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**OREGON INSTITUTE OF TECHNOLOGY  
REQUEST FOR PROPOSALS**

**ENVIRONMENTAL SITE ASSESSMENT**

**Section I - Information Regarding Proposal**

**INTRODUCTION**

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a contractor to complete environmental site assessments for Cornett Hall (Klamath Falls, OR), Wilsonville Campus (Wilsonville, OR), and Harmony Campus (Clackamas, OR).

**IMPORTANT NOTICE**

It will be the responsibility of potential proposers to refer daily to the OUS Procurement Gateway website ([www.ous.edu/about/bo](http://www.ous.edu/about/bo)) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

**Optional Klamath Falls Pre-Proposal Conference & Tour: December 19, 2012 – 1:30 PM.**

The optional mandatory pre-proposal conference and tour will begin in the Sunset Conference Room on the Second Floor, Student Union located at 3201 Campus Drive, Klamath Falls, Oregon. The meeting is intended to clarify the requested information and provide an opportunity for questions and answers and a site tour. No pre-proposal conferences and tours are scheduled for Wilsonville and Clackamas.

*Please RSVP to Ken Kiest if you plan to attend the Optional Pre-Proposal Conference & Tour, so OIT may arrange logistics and information packages.*

**GENERAL INFORMATION**

**Issuing Office:** The University Facilities and Capital of the Oregon Tech is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The Oregon Tech Purchasing and Contract Services Office is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

**Content and Technical Specifications:** Ken Kiest, University Facilities and Capital Planner

Telephone (541) 885-1225

**Mailing Address:** 3201 Campus Drive  
Klamath Falls, OR 97601

**Email:** Ken.Kiest@oit.edu

**RFP Process Questions:** George Marlton, Dir. of Purchasing and Contract Services  
Telephone (503) 821-1277

**Mailing Address:** 27500 SW Parkway Ave.  
Wilsonville, OR 97070

**Email:** George.Marlton@oit.edu

## SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date.....	November 29, 2012
Deadline for Protest of Specifications .....	December 7, 2012 (5:00 pm, PT)
Optional Pre-Proposal Conference & Tour.....	December 19, 2012 (1:30 pm, PT)
All Clarifying Questions Due .....	December 21, 2012 (1:00 pm, PT)
Notice of Interest Deadline .....	December 21, 2012 (1:00 pm, PT)
Closing Date (Proposals Due).....	January 3, 2013 (1:00 pm, PT)
Deadline for Protest of Award .....	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date .....	February 4, 2013

## GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules Chapter 580, Divisions 61 and 62 govern the procurement process for Oregon Tech.

**1. Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by Oregon Tech Director of Purchasing and Contract Services, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2. Notice of Interest.** The Notice of Interest (form attached below) should be submitted to the office of the Oregon Tech Director of Purchasing and Contract Services by 5:00 p.m., on the date indicated in the Schedule of Events, via email, fax or hardcopy. In the notice, the Proposer must provide the name of the primary contact person, plus that person's telephone number and email address for communication of information about the RFP, answers to questions submitted by Proposers, and other matters about the selection process. Proposers that complete and return the Notice will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement in order for Proposers to submit a Proposal.

**3. Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the OUS Procurement Gateway.

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

**4. Protests of the RFP/Specifications:** Protests must be in accordance with OAR 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**5. Addenda:** If any part of this RFP is amended, addendum will be provided on the OUS Procurement Gateway website ([www.ous.edu/about/bo](http://www.ous.edu/about/bo)), with a copy to all parties who submit the Notice of Interest.

**6. Post-Selection Review and Protest of Award:** Oregon Tech will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Purchasing and Contract Services office and file a written protest of award, pursuant to OAR 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

**7. Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of Oregon Tech.

**8. Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record

which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

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

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

**9. Investigation of References:** Oregon Tech reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**10. RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

**11. Clarification and Clarity:** Oregon Tech reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.

**12. Right to Reject Proposals:** Oregon Tech reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

**13. Cancellation:** Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

**14. Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of 60 calendar days following the Closing date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**15. Oral Presentations:** At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their Proposals to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer’s original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**16. Usage:** It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**17. Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Oregon Institute of Technology Personal/Professional Services Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the "General Provisions" of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

**18. Review for Responsiveness:** Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**19. Rejections and Withdrawals.** Oregon Tech reserves the right to reject any or all Proposals or to withdraw any item from the award.

**20. RFP Incorporated into Contract.** This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit A.

**21. Communication Blackout Period.** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

**22. Prohibition on Commissions.** Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

**23. Ownership of Proposals.** All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

**24. Clerical Errors in Awards.** Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

**25. Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

**26. Collusion.** By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this Proposal.

**27. Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its

sole discretion. The committee's recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

**28. Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

## **TERM OF CONTRACT**

The Contract is expected to begin on or about February 4, 2013, and extend to December 31, 2013, with an option for extensions if additional phases are added, subject to the Contractor's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon 30 days notice to the Contractor to terminate the Contract for its convenience.

## **DELIVERY OF PROPOSALS**

Proposals may be submitted via two methods.

**Method #1:** An original copy of the Proposal, and an electronic copy (on compact disk) of the complete Proposal must be received on or before **1:00 p.m. Pacific Time, January 3, 2013.** The envelope/package containing the response must be clearly marked "**Response to RFP #2012-12.**"

**Method #2:** Complete proposals (including all attachments) may be emailed and must be electronically received by **1:00 p.m. Pacific Time, January 3, 2013.** **Email subject line must be "Response to RFP#2012-12."** Proposer **must** telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech' sole discretion. **In addition** to electronic submission, the original copy of the Proposal must be postmarked no later than January 3, 2013. The envelope/package containing the Proposal must be clearly marked "**Response to RFP #2012-12.**"

The original Proposal must be signed by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED, except as set out in Method #2 of "Delivery of Proposals"**. Proposals may be hand delivered, mailed, or e-mailed to:

### **Mailing Address including Hand Delivery, UPS and FEDEX:**

Purchasing and Contract Services  
27500 SW Parkway Ave.  
Wilsonville, OR 97070

Email:  
[George.Marlton@oit.edu](mailto:George.Marlton@oit.edu)

Proposals will be publicly opened by a designee in the Purchasing and Contract Services Office on the Closing Date.



## **BACKGROUND**

Oregon Institute of Technology (“Oregon Tech”) is a traditional four-year polytechnic university with campuses located in Klamath Falls and Wilsonville Oregon. Cornett Hall, built in 1965, is located on the Klamath Falls campus and covers 172,379 in total area square footage. Cornett Hall is currently the home of mechanical, manufacturing, and civil engineering offices and labs. Original educational uses also included diesel and gun-smith technologies. Future plans for Cornett Hall involve major capital improvements which could include total demolition/replacement, or significant remodeling.

Wilsonville Campus: The Wilsonville campus is located at 27500 SW Parkway Avenue, Wilsonville, OR 97070. The Wilsonville campus is comprised of a single four story building with approximately 132,000 square feet.

Harmony Location: Oregon Tech owns a property at 7726 SE Harmony Road, Portland, OR 97222 that consists of one 55,000 square foot building. This building was used as classrooms and laboratories by Oregon Tech prior to the 2012 relocation to the new Wilsonville Campus. Prior to Oregon Tech’s usage of the building, the building was middle school.

## **SCOPE OF WORK**

The selected firm will have qualifications and experience to perform the scope of work for one or more of the following described disciplines (A separate proposal must be submitted for each discipline you are applying for):

- Prepare a Phase I Environmental Site Assessment (“ESA-I”) for Cornett Hall, located on the Oregon Tech Klamath Falls campus. The ESA-I will be on a time and material basis with a maximum not to exceed contract price.
- Prepare a Phase I Environmental Site Assessment (“ESA-I”) for Oregon Tech Wilsonville Campus. The ESA-I will be on a time and material basis with a maximum not to exceed contract price.
- Prepare a Phase I Environmental Site Assessment (“ESA-I”) for Oregon Tech Harmony Location. The ESA-I will be on a time and material basis with a maximum not to exceed contract price.
- Prepare a “Time and Material” cost estimate to perform a Phase II Environmental Site Assessment (“ESA-II”) for Cornett Hall, located on the Oregon Tech Klamath Falls campus. At minimum, this will include all standard and known costs to perform the work and prepare the report, along with work fees and rates to perform site testing identified in the ESA-I.
- Prepare a “Time and Material” cost estimate to perform a Phase II Environmental Site Assessment (“ESA-II”) for the Oregon Tech Wilsonville Campus. At minimum, this will include all standard and known costs to perform the work and prepare the report, along with work fees and rates to perform site testing identified in the ESA-I.
- Prepare a “Time and Material” cost estimate to perform a Phase II Environmental Site Assessment (“ESA-II”) for Oregon Tech Harmony Campus. At minimum, this will include all standard and known costs to perform the work and prepare the report, along with work fees and rates to perform site testing identified in the ESA-I.

The selected firm will be required to complete the ESA–I by no later than February 28, 2013. In the event that Oregon Tech determines that it is its interest to have ESA–II performed, Oregon Tech will amend the ESA–I contract or enter into a new contract based on the rates provided in the above described discipline proposal. In addition, Oregon Tech may amend the contract to have the selected firm also complete Phase 3 and Phase 4 Environmental Site Assessments for this project.

Use of Oregon Tech Interns: It is also requested that the selected firm will employ at least one Oregon

Tech intern throughout work performed (Klamath Falls Campus Only) during any of the Environmental Site Assessments (ESA-1 through ESA -4). Preferred hourly pay range is \$10 - \$12. Students will be recruited from the Civil Engineering program and will have some basic knowledge of work involved, however it is the responsibility of the selected contractor to hire, oversee, and guide the interns. Intern work will need to be scheduled around their classes, and they are limited to 20 hours per week.

#### Phase I Environmental Site Assessment (ESA-I)

The scope of work for this category may include, but is not necessarily limited to the following components as listed below:

- Perform a records review to obtain and review records that will help identify recognized environmental conditions in connection with the property.
- Previous use of the property needs to be described from the present back to when the property first contained structures or was developed for residential, commercial, agricultural, industrial, or governmental purposes.
- Perform an onsite reconnaissance of the property to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the property.
- Perform interviews – including but not limited to administration officials, occupants, and governmental officials to obtain information indicating recognized environmental conditions in connection with the property.
- Prepare and present evaluations and reports to Oregon Tech. Evaluations and reports are to include findings, a detailed professional site plan, digital photographs with descriptions, opinions, conclusions and components as listed in ASTM Standard #E1527 (latest edition) Standard Practice for Environmental Site Assessments.
- The identification of recognized environmental conditions constituted by the presence or likely presence of any hazardous substances on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any dangerous, hazardous, or toxic substances into structures on the property or into the soil, groundwater, or surface water of the property. This may include reconnaissance-level screening for lead-based paint, radon, etc., depending upon the age and/or materials of the property.
- Screening for asbestos materials in Cornett Hall and the Harmony Campus have already been completed and are not included in this scope of work. The Wilsonville Campus is of recent construction, and does not contain any asbestos materials. The report will be provided to the selected consultant for reference.

#### Phase II Environmental Site Assessment (ESA-II) – T&M Estimate as Described Above

The scope of work for this category may include, but is not necessarily limited to, the following components as listed below:

- Develop the scope of work based on ESA-I report summary.
- Assessment activities (including laboratory testing).
- Evaluation and presentation of data.
- Presentation of findings, conclusions and specific recommendations with cost estimates to accomplish the recommended work.
- Perform the review of previously prepared environmental documents and reports.
- Investigate property background such as involved parties, known and potential environmental conditions, current and historic property use, responsible parties, cause of environmental conditions, potential off-site sources of contamination, etc.
- Determine if buildings, soil, air and possibly groundwater have been impacted by a known or possible environmental condition to determine the necessity for further characterization.
- Determine the vertical and lateral extent of soil and groundwater contamination and provide remediation cost estimates to Oregon Tech to make decisions regarding the property;

- Discuss drilling and sampling protocols, details of monitoring well construction, if applicable, rationale for selection of locations for borings/wells and depths explored.
- Perform all analysis and interpretation of results in the context of applicable Local, State and Federal laws, ordinances, regulations and rules.
- Perform analysis of local geologic and hydrogeologic setting and environmental conditions identified in borings/wells including depth to groundwater, probable, or known direction for local groundwater flow, interpretation of soil/stratigraphy and contaminant distribution based on boring logs made in Phase II site work.
- Perform interpretive analysis of vertical and lateral extent of soil and/or groundwater contamination using geologic cross-sections, water table contour maps and isoconcentration contour maps as may be applicable to clearly illustrate finds and implications to the average report user/consumer.
- Report preparation with conclusions, recommendations, and cost estimates as appropriate to implement recommendations.
- Identify applicable regulatory jurisdictions, cleanup standards/guidelines, applicable soil and/or groundwater cleanup guidelines, identification of agency reporting/disclosure requirements, if any.
- Discuss lab results with comparison to regulatory cleanup guidelines, discussion of requirements to meet regulatory standards, discussion of feasibility for remediation, if applicable, approximate estimated costs for additional studies and/or monitoring and/or remediation, if feasible, and estimated time lines to meet regulatory requirements.

Oregon Tech reserves the right to contract for one or more of the locations identified in this RFP and the phases of services per location.

## Section II – Information Required from Proposers

### PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

#### Submission Format

1. The Proposal should be written on standard size (8½" x 11") paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively and tabs inserted between sections.
3. Proposals are limited to a **maximum of 12 pages** including all attachments and required forms.

### REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The Proposal must also include the following:
  - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer's contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
  - b. **Offices and Representatives.** A description of the office(s) that will provide support, including its geographic location, staffing level, the background, experience, and qualifications of personnel. *This information must be listed in a specifically identified section of the Proposal.*
  - c. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Oregon Tech should consider.

## EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the complete Proposal Content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

1. Background Information	20 points
2. Scope of Work	35 points
3. Cost Summary	30 points
4. Use of Oregon Tech Interns	10 points
5. Quality of Proposal	5 points
6. References Review	0 points

Total possible: 100 points

## **Section III – Questionnaire for Proposers**

**Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.**

### **1. Background Information**

Description of past experience in the successful completion of similar services for higher education. Experience working with Oregon issues, preferred. Firms should provide evidence of the successful completion of at least three such projects. Please provide name, address, and telephone numbers of contact person for such projects.

Provide evidence that the firm and key personnel have the required education, training, and certifications to conduct environmental site assessments.

Identify specific person(s) who would be responsible for the proposed work and include a brief resume for each. Please list references for each person identified including name, address and phone number of an appropriate reference contact person.

### **2. Scope of Work**

Using the Scope of Work as a guide, outline a work plan, with target dates for beginning and completion of essential steps necessary to meet the deadlines. Also, describe the roles and responsibilities expected of Oregon Tech.

### **3. Cost Summary**

Provide the fee to complete the ESA-I services on a time and material basis with a not-to-exceed amount for each location. The not-to-exceed amount must include all estimated expenses, such as fee, travel, lodging, printing, mailing and miscellaneous expenses.

Provide the time and material rates for completing ESA-II.

**4.** As an educational institution, it is very important for Oregon Tech to coordinate intern opportunities for students when possible. Please describe if you will provide intern opportunities for students while performing service if awarded a contract. Also describe the number of interns you will accept and the hourly rate to be paid.

### **5. References Review**

Provide three references from clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client. Provide the name, address, and phone number of the references.

**Section IV – Contract Terms and Required Documents**

**Environmental Site Assessment  
RFP #2012-12**

**Notice of Interest**

Name of Consultant/Firm: \_\_\_\_\_

Check One:

\_\_\_\_\_ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

\_\_\_\_\_ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email address for contact: \_\_\_\_\_

Please return this form no later than December 21, 2012 to George Marlton, Dir. of Purchasing and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 97070; Email: George.Marlton@oit.edu.

**BIDDER/PROPOSER  
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION  
RFP #2012-12**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

**Certified Minority, Women, and Emerging Small Business**

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business:  **DBE**     **MBE**     **WBE**     **ESB**

**Certificate of Compliance with Tax Laws**

I, the undersigned, (Check one )

- hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,
- hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is 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, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one):  Corporation     Partnership     Sole Proprietorship  
 Governmental/Non-Profit     Limited Partnership     Limited Liability Partnership  
 Limited Liability Company

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_  
e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_



**Exhibit A**  
**OREGON INSTITUTE OF TECHNOLOGY**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
**CONTRACT # \_\_\_\_\_**

This Contract is between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology, hereafter called "OIT" and \_\_\_\_\_, hereafter called "Contractor". The OIT Representative for this Contract is \_\_\_\_\_.

**1. Effective Date and Duration.** This Contract shall become effective on upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on \_\_\_\_\_. However, such expiration shall not extinguish or prejudice OIT's right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

**2. Statement of Work.** Contractor will provide the following personal/professional services: \_\_\_\_\_, further described in Exhibit A.

**3. Consideration.** OIT agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$\_\_\_\_\_, for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "Oregon Institute of Technology Contract Provisions."

**5. Travel and Other Expense.** (Not allowable under this Contract.)(OIT shall reimburse Contractor for travel and other expenses in accordance with the OIT Contractor Travel Reimbursement Policy, attached in Exhibit D.)

**6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Personal/Professional Services Contract, Exhibits A, B, C, (D if travel included) and (RFP# \_\_\_\_\_ (Attachment 1) and Contractor's response to RFP# \_\_\_\_\_ (Attachment 2)).

**CONTRACTOR DATA AND CERTIFICATION**

**Name (tax filing):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_

**MWESB Certification #:** \_\_\_\_\_

**DBE**       **MBE**       **WBE**       **ESB**

**Citizenship**, if applicable: Non-resident alien    \_\_YES    \_\_NO

**Business Designation:** (Check one):

\_\_ Corporation    \_\_ Partnership    \_\_ Limited Partnership    \_\_ Limited Liability Partnership

\_\_ Sole Proprietorship    \_\_ Governmental/Non-Profit    \_\_ Limited Liability Company

**Federal Tax ID#:** \_\_\_\_\_      **SSN#:** \_\_\_\_\_

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

## OREGON INSTITUTE OF TECHNOLOGY CONTRACT PROVISIONS

**1. 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. The Oregon State Board of Higher Education (“Board”), 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. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** OIT 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 this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the OIT’s reasonable administrative discretion, to continue to make payments under this Contract.

**3. 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.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall 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 shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. 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 Funds from such Contractor responsibilities 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 OIT official may pay such claim. 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 unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.

**5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor’s Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

**6. 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.

**7. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between OIT and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

**9. 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 the State of Oregon, the Board, OIT, their officers, agents, employees, and members 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, and provided that OIT shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, 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, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the OIT reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, OIT cannot 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 work. Contractor is not to be considered an agent or employee of OIT for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that OIT provides 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, 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 Worker's 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 OIT; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. The OIT will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

**11. INSURANCE.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through OIT and their officers and employees shall be included as an 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.

**12. LIMITATION OF LIABILITIES.** Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**13. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or OIT at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against OIT, such facsimile transmission must be confirmed by telephone notice to OIT's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

**15. REPRESENTATIONS AND WARRANTIES.** (A) Contractor's Representations and Warranties. Contractor represents and warrants to OIT that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date-related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (B) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) above shall not exceed: (1) twice the total Contract amount (including any amendments) or (2) \$100,000, whichever is greater. (C) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration", and Sections 1, 7, 9, 12, 14, 15, 16, and 23.

**17. 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.

**18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the OIT. In addition to any provisions the OIT may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. OIT's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**19. 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 authorized successors and assigns.

**20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

**21. TERMINATIONS.** (A) This Contract may be terminated at any time by mutual consent of the parties, or by OIT for convenience upon thirty (30) days' notice to the Contractor. (B) In addition, the OIT may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the OIT, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or OIT is prohibited from paying for such work from the planned funding source; or (ii) 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. (C) This Contract may also be immediately terminated by OIT for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) 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 notice from OIT, fails to correct such failure within ten business days.

**22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of OIT (or from applicable Federal, state, or other sources) to permit OIT in the exercise of its reasonable administrative discretion to continue this Contract, or if OIT or the program for which this Contract was executed is abolished, the OIT 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, OIT may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**23. REMEDIES.** (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the OIT, less previous amounts paid and any claim(s) which the OIT has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to OIT on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), OIT shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless OIT expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to OIT all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon OIT's request, Contractor shall surrender to anyone OIT designates, all documents, research or objects or other tangible things needed to complete the work.

**24. NO THIRD PARTY BENEFICIARIES.** OIT 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 persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**25. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**26. FOREIGN CONTRACTOR.** If the 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, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**27. FORCE MAJEURE.** Neither OIT 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, OIT'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.

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

**29. RECYCLING.** In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

**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 AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. 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 THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Certification:** I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding. I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions; (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Board has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the institution’s policy prohibiting sexual harassment in their interactions with members of the OIT community.

**CONTRACTOR AND OIT SIGNATURES**

, CONTRACTOR

**The State of Oregon acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology, OIT**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
Contract #                     

**STATEMENT OF WORK**

Contractor shall

**CONSIDERATION**

- a. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$                    . Invoices may be submitted to the OIT Representative at:
  
- b. Interim payments shall be made to Contractor following OIT's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and OIT will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment.
  
- c. Contractor shall submit monthly invoices for work performed. The invoice **shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.** The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**TRAVEL AND OTHER EXPENSES**

(Will not be reimbursed. This is a fixed fee Contract.) (Travel expenses are reimbursable in accordance with the OIT Contractor Travel Reimbursement Policy, attached in Exhibit D. Travel and expense reimbursement is not in addition to the not to exceed amount.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by OIT of Contractor with one or more workers, as defined by ORS 656.027.**

**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 either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by OIT    Not required by OIT.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

**3.  Required by OIT    Not required by OIT.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, OIT and divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

**4.  Required by OIT    Not required by OIT.**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of OIT, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to OIT at the following address: Purchasing and Contract Services, 3201 Campus Drive, Klamath Falls, OR 97601.



**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
  - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
  - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
  - C. Telephone listing is used for the business that is separate form the personal residence listing.
  - D. Services are performed only pursuant to written contracts.
  - E. Services are performed for two or more different persons within a period of one year.
  - F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**OIT Contractor Travel Reimbursement Policy**  
**Rates Effective May 1, 2012**

Category	Rate Summary	Policy
<b>Instate Travel:</b>  Meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	All Oregon Cities Meals           \$52.00 Lodging *     \$111.00 *Actual, up to rate	<ul style="list-style-type: none"> <li>• The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities.</li> <li>• No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Out-of-State, and Continental US Travel:</b>  <b>High</b> meal per diem \$65 B = \$16.25 L = \$16.25 D = \$32.50  <b>Low</b> meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	<b>High:</b> See list of High Cost Cities Meals           \$65.00 Lodging *     \$177.00 *Actual, up to rate  <b>Low:</b> All other cities, Continental US Meals           \$52.00 Lodging *     \$111.00 *Actual, up to rate	<ul style="list-style-type: none"> <li>• The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i> (see <a href="http://www.ous.edu/cont-div/fasom/sec11/sec1104.php">http://www.ous.edu/cont-div/fasom/sec11/sec1104.php</a> for listing of High Cost Localities).</li> <li>• No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)</b>	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> <li>• Contact OIT Office Business Affairs at 541-885-0567 for current per diem rates for these locations.</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel.</li> <li>• No receipts are required for meals and incidental expenses.</li> </ul>
<b>Mileage for Private Vehicle:</b>	\$0.555 per mile.	<ul style="list-style-type: none"> <li>• Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> <li>○ Mileage Chart (see Excel file)</li> <li>○ Actual mileage (from the odometer)</li> <li>○ Mapping software (e.g., mapquest.com)</li> </ul> </li> <li>• Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle.</li> <li>• Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.</li> </ul>

<b>Pro-ration of meals for partial days involving an overnight stay:</b>  Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times:	<b>INITIAL Day of Travel – Leave:</b>	<b>Prior to 7:00 am</b>	<b>7:00 am to 12:59 pm</b>	<b>1:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	<b>FINAL Day of Travel – Return:</b>	<b>Prior to Noon</b>	<b>12:00 noon to 5:59 pm</b>	<b>6:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast	Breakfast, Lunch	Breakfast, Lunch, Dinner

**Rented Vehicles:** Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

**Airfare:** Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.

**Ground Transportation:** Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$75 per item.

**Incidental Expenses:** Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

**Miscellaneous Expenses:** The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item.

**Hosting Expenses:** If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact the contract representative for allowable expenses.

*Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at [http://www.ous.edu/cont-div/cobpp/28.05\\_contractortravel.php](http://www.ous.edu/cont-div/cobpp/28.05_contractortravel.php).*

*OIT prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.*