



Oregon
University
System

**REQUEST FOR APPLICATIONS
RFA #2012-06**

**Engineering and Technology Industry Council
Project Lead the Way**

APPLICATIONS DUE: February 8, 2013 5:00 P.M. (Pacific Time)

INTRODUCTION

The Oregon University System (“OUS”), in conjunction with Engineering and Technology Industry Council (“ETIC”) and its Oregon Pre-engineering and Applied Science (“OPAS”) Initiative, is seeking applications (each an “Application”) for grants to partially fund the costs of adopting Project Lead the Way (“PLTW”) curriculum in Oregon schools.

This Request for Application (“RFA”) may result in the award of multiple grants (“Grants”). Any Oregon school district or Oregon private school may submit an Application in response to this RFA. Additional information about ETIC can be found at www.oregonetic.org and information about OPAS can be found at www.opas.ous.edu.

BACKGROUND

PLTW is a nationally recognized program offered in many high schools across the country. It gives students the opportunity to learn about engineering and technology in an academically rigorous way while simultaneously teaching them about the connections between engineering and traditional math and sciences courses. The OUS and ETIC want to make it easier for Oregon middle and high schools to adopt PLTW curriculum by underwriting some of the start-up costs. Those receiving a Grant will be expected to train teachers, purchase equipment, and prepare facilities in preparation for PLTW classes to be conducted during the 2013-2014 school year.

GRANT AWARDS

Successful Applicants (each a “Grantee”) will be awarded a Grant ranging from \$8,000 to \$16,000. The Grants will partially support teacher training and purchase of classroom equipment, supplies, and computer software.

IMPORTANT NOTICE

It will be the responsibility of applicants to refer daily to the OUS Procurement website (<http://secure.ous.edu/bid>) to check for any available addenda, responses to clarifying questions, or cancellations to this RFA.

GENERAL INFORMATION

The OUS Industry Partnerships Office is the Issuing Office and is the sole point of contact for clarifications regarding technical aspects of this RFA. The OUS Department of Contracting and Purchasing will be the sole point of contact for clarifications regarding the RFA process. All correspondence pertaining to this RFA should be appropriately addressed per the contact information on the next page:

Content and Technical Questions	RFA Process Questions
Ken Cone, Project Manager OUS Industry Partnerships Telephone: (503) 725-2918 Email: Ken_Cone@ous.edu	Ian Best, OUS Contract Manager Telephone: (503) 725-5770 Email: PACS@ous.edu Office Address: OUS Chancellor’s Office <i>(required for FedEx, UPS, etc)</i> 1800 SW 6 th Avenue, Suite 520 Portland, OR 97201 Mailing Address: Oregon University System <i>(required for USPS)</i> PO Box 751 Mail Code: CHAN Portland, OR 97207-0751

SCHEDULE OF EVENTS

This schedule is illustrative of optimal timing goals, but these dates are subject to change at the sole discretion of the OUS.

RFA Issue Date.....	December 12, 2012
Deadline for Protest of Specifications.....	December 28, 2012 (5:00 pm, PT)
All Clarifying Questions Due.....	December 28, 2012 (5:00 pm, PT)
Closing Date (Applications Due).....	February 8, 2013 (5:00 pm, PT)
Selection Panel.....	February 18-28, 2013 (5:00 pm, PT)
Deadline for Protest of Award	10 calendar days after date on Notice of Award letter
Anticipated Grant Start Date.....	May 1, 2013

TERM OF GRANT

Grants are expected to begin on or about May 1, 2013 and extend to June 30, 2014. OUS reserves the right to terminate the Grant upon 30 days notice to the Grantee.

DELIVERY OF APPLICATIONS

Applications may be submitted via two methods.

Preferred Method: Complete Applications (including all attachments) may be emailed to the OUS Contracts Manager per the contact information provided under “General Information.” The Applications must be electronically received by the Closing Date and time indicated by the Schedule of Events. **Email subject line must be “Response to RFA #2012-06.”** Applicant ***must*** telephone and confirm electronic receipt of the

complete emailed document(s) before the time and date deadline. Applications delayed or lost by email system filtering or failures may be considered at the OUS's sole discretion.

Alternative Method: An original and electronic copy (on compact disk or an alternative electronic storage device) of the complete Application may be mailed or hand-delivered to the OUS Contract Manager per the contact information provided below prior to the Closing Date and time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "**Response to RFA #2012-06.**"

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

It is the responsibility of the Applicant to ensure that Applications arrive by the Closing Date and time. **LATE APPLICATIONS WILL NOT BE ACCEPTED.** Applications may be e-mailed, mailed, or hand delivered to:

E-Mail:

PACS@ous.edu

Hand Delivery: *(Including UPS, FEDEX)*

OUS Chancellor's Office
1800 SW 6th Avenue, Suite 520
Portland, OR 97201

Mailing Address:

Oregon University System
PO Box 751
Mail Code: CHAN
Portland, OR 97207-0751

GENERAL PROVISIONS

OUS reserves the right to reject any and all Applications received as a result of this RFA. OARs Chapter 580, Divisions 61 and 62 govern the procurement process for the OUS.

1. Modification or Withdrawal of Application: Any Application may be modified or withdrawn at any time prior to the Closing Date, provided that a written request is received by the OUS Contract Manager prior to the Closing Date. The withdrawal of an Application will not prejudice the right of an Applicant to submit a new Application.

2. Protests of Specifications: Protests of the RFA specifications may be made only if a term or condition of the RFA violates applicable law. Protests of Specifications must be received in writing by the OUS Contract Manager by the date and time indicated in the Schedule of Events. Protests may be submitted by email, but may not be faxed. Protests of the RFA specifications must include the reason for the protest and any proposed changes to the requirements.

3. Requests for Clarification and Requests for Change: Applicants may submit questions regarding the specifications of the RFA. Questions must be received in writing by the OUS Contract Manager by the date and time indicated in the Schedule of Events. 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 OUS to correct RFA terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

OUS will consider all requested changes and, if appropriate, amend the Request for Application. OUS will provide reasonable notice of its decision to all Applicants that have submitted a Notice of Interest in accordance with section 17.

4. Addenda: If any part of this RFA is amended, addenda will be provided on the OUS Procurement Gateway website and to all parties who submit a Notice of Interest pursuant to section 17.

5. Post-Selection Review and Protest of Award: OUS will notify apparent successful Applicants in a “Notice of Intent to Award” letter. Identification of the apparent successful Applicants is procedural only and creates no right in the named Applicant to award of the Grant. Competing Applicants will be notified in writing of the selection of the apparent successful Applicant(s) and shall be given ten (10) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at OUS offices and to file a written protest of award. OAR 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery or email to the address for the OUS Contract Manager as listed under “General Information” in this RFA.

OUS will consider any protests received and:

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

The OUS Vice Chancellor for Finance and Administration or designee will make a timely response to the protest after receipt. The decision shall be final.

6. Acceptance of Grant Requirements: Failure of the selected Applicants to execute a Grant 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 OUS.

7. Public Records: Applications are deemed confidential until the “Notice of Intent to Award” letter is issued. This Request for Applications and one copy of each original Application received in response to it, together with copies of all documents pertaining to the award of a Grant, will be kept and made a part of a file or record which will be open to public inspection. If an Application contains any information that the Applicant considers to be a TRADE SECRET under ORS 192.501(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING APPLICATION 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 an Application may depend upon official or judicial determinations made pursuant to the Public Records Law.

8. Investigation of References: OUS reserves the right to investigate all references in addition to supplied references and investigate past performance of any Applicant with respect to its successful performance of similar services, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of subcontractors and workers. OUS may postpone the award or the execution of the Grant after the announcement of the apparent successful Applicants in order to complete its investigation.

9. RFA Preparation Costs: Cost of developing the Application, attendance at an interview (if requested by OUS), or any other such costs are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by OUS.

10. Clarification and Clarity: OUS reserves the right to seek clarification of each Application, or to make an award without further discussion of Applications received. Therefore, it is important that each Application be submitted initially in the most complete, clear and favorable manner possible.

11. Right to Reject Applications: OUS reserves the right to reject any or all Applications, if such rejection would be in the public interest, as determined by the OUS.

12. Cancellation: OUS reserves the right to cancel or postpone this RFA at any time or to award no Grant.

13. Application Terms: All Applications, including any price quotations, will be valid and firm through the period of Grant execution.

14. Sample Grant: Submission of an Application in response to this RFA indicates Applicant’s willingness to enter into a Grant agreement containing substantially the same terms listed in Exhibit A – Model ETIC Agreement, made a part hereof. No action or response to the sample Grant is required under this RFA. Any objections to the sample Grant terms should be raised in accordance with Paragraph 2 – Protest of Specifications – Request for Changes. OUS reserves the right to change the Grant agreement form and content.

15. Review for Responsiveness: Upon receipt of all Applications, the Issuing Office or designee will determine the responsiveness of all Applications before submitting them to the evaluation committee. If an Application is incomplete or unresponsive in part or in whole, it will be rejected and will not be submitted to the evaluation committee. The OUS 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 an Application. The Applicant’s contact person identified on the Application will be notified, identifying the reason(s) the Application is non-responsive. One copy of the Application will be archived and all others discarded.

16. Communication Blackout Period. Except as called for in this RFA, Applicants may not communicate with members of the Evaluation Committee about the RFA until the apparent successful Applicants are selected and all protests, if any, have been resolved.

17. Ownership of Applications. All Applications in response to this RFA are the sole property of the OUS and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

18. Clerical Errors in Awards. The OUS reserves the right to correct inaccurate awards resulting from its clerical errors.

19. Evaluation Committee: Applications will be evaluated by a committee consisting of representatives from OUS and ETIC. The committee's recommendations will be forwarded to the OUS Chancellor's Office for Grant execution.

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Section I – Information Regarding Grant

BACKGROUND

PLTW is a nationally recognized program offered in many high schools across the country. It gives students the opportunity to learn about engineering and technology in an academically rigorous way while simultaneously teaching them about the connections between engineering and traditional math and sciences courses. The OUS and ETIC want to make it easier for Oregon middle and high schools to adopt PLTW curriculum by underwriting some of the start-up costs. Grantees will be expected to train teachers, purchase equipment, and prepare facilities in preparation for PLTW classes to be conducted during the 2013-2014 school year.

GRANT OVERVIEW

Eligibility:

Any Oregon School District or Oregon private school may apply for this Grant.

Goals:

The ETIC/OPAS Initiative has identified the following goals for the PLTW pre-engineering courses to be taught in Oregon middle and high schools:

- Implementation of PLTW **Gateway to Technology (“GTT”)** middle school units to the benefit of participating middle school students.
- Implementation of PLTW **Introduction to Engineering Design (“IED”)** high school course to the benefit of participating high school students.

Funding Structure:

- Grants ranging from \$8,000 to 16,000 will be allocated from ETIC Funds to support training professional development staff, educator training and the purchase of classroom equipment and supplies. The GTT funding structure is further described in Table 1 on page 8 of this RFA. The IED funding structure is further described in Table 2 on page 8 of this RFA.
- The project period is a 14-month period beginning May 2013 through June 2014 but the equipment is expected to be retained for its useful life.

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- **Table 1.** Middle School GTT grants will be based on the following items¹:

	Students per class		
	15	20	30
Registration fee for Core Training Institute (“CTI”)	\$2,400	\$2,400	\$2,400
Meals and lodging expenses for teacher to attend CTI	1,000	1,000	1,000
Travel expenses for teacher to attend CTI- up to: ²	400	400	400
GTT Core Lab Inventory Items	2,447	2,889	3,907
VEX GTT Robot Kits, \$1050, 1 kits for each 5 students	3,150	4,200	6,300
GTT Design & Modeling unique lab items	326	380	507
GTT Automation & Robotics unique lab items	83	84	86
ROBOT C software license (subsidized by PLTW through 2014)	0	0	0
Digital Camera and memory	103	103	103
Autodesk Inventor for Middle Schools ³	750	750	750
Middle School Total⁵	\$10,792	\$12,309	\$15,556

- **Table 2.** High school IED grants will be based on the following items¹:

	Students per class		
	15	20	30
Registration fee for CTI	\$2,400	\$2,400	\$2,400
Meals, Lodging, and Travel expenses for teacher to attend CTI	1,000	1,000	1,000
Travel expenses for teacher to attend CTI- up to: ²	400	400	400
IED Core Lab Inventory Items	1,813	2,115	2,887
IED Unique Lab Inventory Items	548	579	700
Autodesk Inventor for High Schools ⁴ (125-seat software first year license)	2,500	2,500	2,500
HP Scanjet 5500c digital flatbed multiple page scanner	283	283	283
Digital Camera and memory	128	128	128
High School Total⁵	\$9,072	\$9,405	\$10,298

¹ If your expected class size is not 15, 20 or 30, please adjust accordingly.

² Up to \$400 - Use \$0.51 per mile from your location round trip to Klamath Falls.

³ Assumes a 125-seat middle-school license. If you plan on sharing an Autodesk license with a high school in your district, please remove this budget item.

⁴ A high school may share their 125-seat license with two participating PLTW middle schools in their district, up to a total of 125-seats across all three schools.

⁵ PLTW Middle and High School Implementation requires a computer lab for students.

Required Elements of the Application:

Project Elements

Grantees shall include plans to undertake the following required project elements:

- Middle schools will provide qualified teacher(s), classroom(s), lab equipment, and support for adoption of the following GTT units:
 - Design and Modeling
 - Automation and Robotics
- High schools will provide technically qualified teacher(s)⁶, classroom(s), lab equipment, and support for offering the IED course.
- Each Grantee will order needed equipment and supplies so it arrives in time for the 2013-14 school year.
- Each Grantee will ensure that teachers instructing PLTW courses, or units, will receive training at a “Core Training Institute” offered by Oregon Institute of Technology (“OIT”) or other appropriate training site during summer 2013.
- Each Grantee will ensure that one or more counselors will receive training at a Counselor Conference and Informational Session typically held in October 2013.
- Each Grantee will deploy GTT or IED during the 2013-14 school year.

Intended Results

- **Outputs.** Outputs anticipated for the PLTW Grant include:
 - Identified teachers will complete professional development at an OIT PLTW Core Training Institute (or equivalent) during the summer of 2013.
 - Classroom space will be allocated and appropriate equipment, computer software and supplies⁷ will be procured in preparation for classes to begin during the 2013-2014 school year.
 - Students will be identified to participate in PLTW classes during the 2013-2014 school year.
 - Students will successfully complete PLTW courses during the 2013-2014 school year.
 - Middle school students will complete the Automation and Robotics and Design and Modeling GTT units.
 - High school students will complete the IED course.
- **Outcomes.** OUS anticipates the following Grant outcomes:
 - Increased exposure of Oregon high school students to engineering and applied science principles and careers.
 - Pre-engineering and applied science classes offered in more Oregon middle and high schools.
 - Increase in Oregon teachers who are capable and confident in teaching PLTW courses and modules.
- **Impact.** The primary desired long-term impact for these Grants is that students have improved college and career readiness, these students will have a better understanding of career paths in science, technology, engineering and math, and more of them will choose these career paths.

⁶ PLTW teachers have historically been recruited with endorsements in science or math, and/or experience in teaching computer technology courses.

⁷ Equipment and Supplies are detailed in the PLTW Purchasing Manual. You can download appropriate sections of the manual here: <http://www.pltw.org/program-support/2012-2013-purchasing-manual>.

Reporting Schedule:

Interim: Grantees will be required to submit three interim reports that summarize progress, expenditures, and outstanding issues. The reporting schedule and forms for this reporting process will be posted at: www.oregonetic.org/grant-info and made available to successful applicants.

Final: The project period ends on June 30, 2014. Final reports for 2013-14 PLTW Grants are due by July 31, 2014. The form for this report will be posted at www.oregonetic.org/grant-info and made available to Grantees.

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Section II – Information Required from Applicants

APPLICATION FORM AND CONTENT

Submission of an Application in response to this RFA certifies that you are willing and able to enter into a Grant containing the provisions included in this RFA. Applicants are responsible for reading all the terms and conditions contained in this RFA and for following the instructions given. Applications that do not contain all of the information requested may be rejected as non-responsive.

It is expected that all qualified institutions/organizations responding are thoroughly conversant with, and will perform work in conformance with, all applicable federal and state regulatory requirements.

Submission Format

1. The Application should be formatted for standard size (8½" x 11") paper using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to Grants or other summary documents.
2. The Application must be signed by an authorized official. The Application must also provide the name, title, address, phone number and email address for individuals with authority to negotiate and contractually bind the Applicant. If not the same as the above, please provide the name and contact information for the appropriate person to be contacted for clarification of the information provided.

Applications will be evaluated for completeness and compliance with this RFA. Applications considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFA. If the Application is unclear, Applicants may be asked to provide written clarification. **Applications that do not include the complete Application Content may be rejected.**

Required Application Content

1. You must complete the **Applicant Tax Laws and Non-discrimination Certification** sheet. It must be signed by an authorized official.
2. The Application must also include the following:
 - A. **Required Application Information (Form 1)**. Complete and specific answers to the Grant application questions set forth in Section IV of this document.
 - B. **Organization Commitment Form (Form 2)**. This form must be completed and signed by an authorized signatory for the organization.

Section III – Evaluation Criteria

Evaluation Criteria

Applications must be complete, responsive, and appropriate according to the guidelines established in this RFA. Applications that do not specifically address the scope of work or do not provide the information requested in the section titled “Required Application Information” may be rejected without further review or evaluation.

1. Review for Responsiveness

Upon receipt of all Applications, the Issuing Office or designee will determine the responsiveness of all Applications before submitting them to the evaluation committee. If an Application is incomplete or unresponsive, it may be rejected and will not be submitted to the evaluation committee. The OUS reserves the right to determine if an inadvertent error is solely clerical or is grounds for disqualifying an Application. The Applicant’s contact person will be notified, identifying the reason(s) the Application is non-responsive. One copy of the Application will be archived.

2. Criteria

Applications will be evaluated based on the following criteria:

PLAN FOR PLTW IN THE DISTRICT	15%
The Application shows evidence of how PLTW will be implemented in the target school and how that school PLTW program is integrated with the district.	
DIVERSITY AND ACCESS	15%
The Application shows evidence that students will have access to the program regardless of gender, ethnicity, or socioeconomic status.	
EXPERTISE	20%
Those who will be teaching PLTW courses or units have the appropriate professional background.	
EVALUATION AND MONITORING	20%
The applicant shows evidence that the quality of deployment of the program will be monitored and evaluated.	
SCALE OF DEPLOYMENT AND COST EFFECTIVENESS	30%
The budget reflects a cost-effective use of proposed grant funds and the number of students who will benefit from the program is commensurate with the proposed grant amount.	

3. References Review

Acceptance of an Application may be contingent on a review of references. Information provided by references, including references separately identified by the OUS, may prevail in final selection regardless of preliminary scoring results.

4. Evaluation Committee

Applications will be evaluated by a committee consisting of members selected by OUS.

Reminder to include the following with your Application

- Form 1— Grant Application (Form 1, Section IV)
- Form 2— Organization Commitment Form (Form 2)
- Applicant Tax Laws and Non-Discrimination Certification (page 17 of this RFA)

**Section IV – Required Application Information
Form 1 – GRANT APPLICATION RFA #2012-06**

OUS RFA #:	
Oregon Public School District or Legal Entity operating school(s):	
Address:	
County:	
School District Administrator (name and title):	
Application Date:	
Amount Requested⁸:	

Project Contact:	
Title:	
Address:	
Phone:	
Email address:	

Accounting Contact:	
Title:	
Address:	
Phone:	
Email address:	

	Middle Schools	High Schools
	Gateway to Technology ⁹ (GTT)	Introduction to Engineering Design (IED)
Program to be deployed (check one)		

School enrollment	Free/reduced Lunch % at school	Expected start date of first GTT or IED class	Number of students expected to participate in 2012-2013 school year

⁸ From Section 1 Funding Structure – GTT middle school or IED high school

⁹ GTT Foundation Units: Design & Modeling, Automation & Robotics

Most recently reported race/ethnicity data for school (percentages):

White	African American / Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native	Multi-Racial / Multi-Ethnic

Name(s) of teacher(s) to be trained who will teach GTT or IED? ¹⁰	Email address

Table 1 PROJECT BUDGET Template

Project Budget	Assumed Class Size	School Contribution	Grant Request	Total
Registration fee for Core Training Institute (summer 2013)				
Lodging/meals/travel for above				
Lab items (please specify class size)				
Equipment				
Software (list)				
VEX GTT Robot Kits (middle schools only)				
Total				
Indirect Costs @ ____% ¹¹				
Grand Total				

¹⁰ Please include a biography or resume for each teacher to be trained

¹¹ The fiscal agent may use no more than 5% of the requested funds for indirect costs.

Please give a brief description of how Project Lead the Way will be deployed in your school and district. If PLTW is implemented in other schools within the district, please describe how students progress within a pre-engineering framework. If this is the first implementation of PLTW, briefly describe your overall district implementation plan. Also describe briefly any linkages to teaching and learning of other subjects such as science and mathematics.

Please describe how you will ensure that students will have access to the PLTW curriculum regardless of gender, ethnicity or socioeconomic status.

Please describe briefly how you will monitor and assure the quality of the implementation of the program.

I certify that the above information is correct and that I am authorized by the school district or non-profit corporation to submit this Grant Application.

Signature:
Name (print):

Title:
Date:

Form 2- Organization Commitment Form

RFA #2012-06 Project Lead the Way

Legal Name of Organization: _____

Our organization will commit to implement the project as described in this Application if it is accepted and funded.

Comments:

Signature of authorized official

Date

Print Name: _____

Title: _____ Phone: _____

Email Address: _____

Mailing Address:

Applicant
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
RFA #2012-06 Project Lead the Way

I, the undersigned, have read all of the terms and conditions of this Request for Applications, and I understand that if awarded a grant, I and the entity herein shall be bound by its terms and conditions and representations made in this response. I certify the organization 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 N/A

Certificate of Compliance with Tax Laws

I, the undersigned,
(Check one)

- hereby certify under penalty of perjury as provided in ORS 305.385(6), that, I am not in violation of any of the tax laws described in ORS 305.380(4).
- hereby certify that I am authorized to act on behalf of the Applicant, and affirm, under penalty of perjury as provided in ORS 305.385(6), that, to the best of my knowledge, the Applicant is not in violation of any of the tax laws described in ORS 305.380(4).

For purposes of this certification, "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.

Entity Designation (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Governmental/School District |
| <input type="checkbox"/> Limited Partners | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Liability Company | |

Tax Identification Number (Federal TIN): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Exhibit A- Model ETIC Grant Agreement

OREGON UNIVERSITY SYSTEM
ENGINEERING & TECHNOLOGY INDUSTRY COUNCIL PARTNERSHIP GRANT
#G-2013-

This Grant ("Grant") is entered into by and between the State of Oregon acting by and through the State Board of Higher Education on behalf of the Oregon University System ("OUS"), and ("Grantee").

WHEREAS, the Engineering & Technology Industry Council ("ETIC") advises OUS; and

WHEREAS, ETIC seeks to enhance pre-engineering and applied science education by offering grants for projects that implement recommendations from the Oregon Pre-Engineering & Applied Sciences Strategic ("OPAS") Initiative committees; and

WHEREAS, ETIC and OPAS seek to double the number of engineering and computer science graduates through projects and other means; and

WHEREAS, Grantee submitted an application and OUS has selected Grantee's application for a grant award;

NOW, THEREFORE, this Grant is made upon agreement of the parties to the following conditions:

ARTICLE I Grant Parameters

- A. **Performance.** Grantee agrees to perform in accordance with the requirements as set out in ETIC RFA #2012-06, and the project as described in Grantee's application (attached as Exhibit A and incorporated by this reference).
- B. **Award.** Grantee's award shall total . The award shall be for approved costs related to activities shown in Exhibit A.
- C. **Grant Period.** This Grant becomes effective upon execution by both parties. All projects must be completed by . This Grant shall expire on .
- D. **Reports.** Grantee shall submit a progress reports due fifteen (15) days after the end June 2013, October 2013, and March 2014. Grantee shall submit a final report by the earlier of 30 days after project completion or by July 31, 2014. These reports must use the templates provided at www.oregonetic.org/grant-info and shall be emailed to: ETIC-Reports@OUS.edu.
- E. **Grantee's Coordinator.** Grantee's Coordinator is . Any changes in the project coordinator must be approved, in writing, by OUS.
- F. **Accounting and Funds Usage.** Grantee agrees to the following:

1. Grantee shall expend funds to complete project objectives and activities only as specified in Exhibit A. Funds for items not specified in the plan must be approved by OUS in writing prior to costs being incurred.
 2. Grantee shall maintain accounting and programmatic records of the project in accordance with generally accepted accounting principles.
 3. In order to facilitate monitoring of expenditures of projects receiving ETIC funds, Grantee shall submit an expense summary on a quarterly basis giving cumulative expenses incurred on the project. Expense summaries shall be included with the quarterly reports and the final reports described in section 1.4 using the template provided.
 4. Upon completion of the project or expiration of this Grant, Grantee shall return to OUS any unspent funds.
- G. **Publicity and Press Releases.** When issuing statements, press releases, and other documents describing projects funded in whole or in part with ETIC money, Grantee must clearly state the dollar amount and percent of the total costs of the project/program which will be financed with ETIC funds and the dollar amount and percent of the total costs of the project/program that will be financed by non-governmental sources. Statements, press releases, and other documents shall indicate that funds came from the ETIC Program.
- H. **Responsibility for Disallowed Costs.** Grantee shall be responsible to OUS and shall repay any funds that are disallowed, if the disallowance is due to actions or failures to act by Grantee. Disallowed costs are any costs not approved in this Grant or in Grantee's application.

ARTICLE II General Grant Provisions

- A. **Independent Contractor Status.** Grantee agrees that in all matters relating to this Grant, it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Grant. Grantee shall have no right, power or authority to create any obligation, express or implied, on behalf of OUS and/or the funding agency and shall have no authority to represent OUS as an agent.
- B. **Ownership of any Equipment.** If purchase of any equipment has been approved as part of this Grant, ownership shall reside with the Grantee at Grant end.
- C. **Payment of Obligations.** Grantee agrees the work will be completed in compliance with all provisions of this Grant, and that the claims of any and all persons furnishing labor or materials in performance of the work, will be paid in full with no obligation outstanding that could be made the basis of a claim or lien under the applicable federal, state or local laws.
- D. **Ownership of Work Products.** Grantee hereby irrevocably grants to OUS a perpetual, worldwide royalty-free, fully paid up non-exclusive license to publish, translate, reproduce, deliver, perform, dispose of, prepare derivative works, and use, in whole or in part, and to authorize others to do so, all materials, data,

information or works provided to OUS or produced by Grantee under this Grant. Grantee shall retain all right, title and interest in all materials, data, information or works produced by Grantee under this Grant.

- E. **Termination.** This Grant may be terminated by mutual consent of both parties or by OUS upon thirty (30) days notice. Termination must be in writing and delivered in person or by certified mail. Termination of this Grant shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- F. **Default.** OUS, by written notice of default delivered to Grantee may terminate the whole or any part of this Grant:
 - 1. If Grantee fails to provide services called for by this Grant within the time specified herein or any extension thereof; **or**
 - 2. If Grantee fails to perform any of the other provisions of this Grant, or fails to pursue the work so as to endanger performance of this Grant in accordance with its terms, and after receipt of written notice from OUS, fails to correct failures within ten (10) days or a longer period as OUS may authorize.
 - 3. The rights and remedies of OUS provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.
- G. **Insurance.** Unless covered by a State of Oregon administered Insurance Fund, Grantee shall secure at its own expense and keep in effect during the term of this Grant either comprehensive general liability insurance with a broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$2,000,000 per occurrence and auto liability insurance with a minimum limit of \$2,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- H. **Worker's Compensation.** Grantee and all employers providing work, labor **or** materials under this Grant are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires employers to provide locally available state workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126.
- I. Out-of-state employers must provide Oregon Workers' Compensation coverage for their workers who work in Oregon.
- J. **Applicable Laws.** Grantee shall comply with all federal, state, county and local laws, ordinances and regulations applicable to this Grant. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with: (1) Title VI of the Civil Rights Act of 1964; (2) Title DC of the Education Amendments of 1972; (3) Section V of the Rehabilitation Act of 1973; (4) the Americans with Disabilities Act of 1990; (5) the administrative rules established pursuant to those laws; and (6) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- K. **Access to Records, Compliance.** Grantee 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 for the performance of this Grant. The Oregon Secretary of State, OUS and their authorized representatives shall have access to the books, documents, papers, and

records of Grantee which are directly pertinent to the Grant for the purpose of making audit, examination, excerpts and transcripts.

1. Such books and records shall be maintained by Grantee for five years from the date of expiration of this Grant, unless a shorter period is authorized in writing, or until the audit findings involving the records have been resolved.

L. **Termination due to non-availability of funds.** If sufficient funds are not provided to permit OUS to continue this Grant, or if the program for which this Grant was executed is abolished, OUS may terminate this Grant without further liability by giving Grantee not less than thirty (30) days notice.

M. **Notice.** Except where expressly stated otherwise in this Grant, all communications or notices between the parties hereto shall be given in writing by personal delivery, email, or mailing at the addresses set forth in this Table 1. Any communication or notice so addressed and mailed shall be deemed given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed effective upon actual delivery.

Table 1. Notice Contact	OUS Notice Contact
	Ken Cone OUS Industry Affairs P.O. Box 751 Portland OR, 97207-0751 503-725-2918 Ken_Cone@ous.edu

N. **Tax Compliance Certification.** Grantee hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Grantee’s knowledge, Grantee’s company is not in violation of any of the tax laws described in ORS 305.380(4). The tax laws described in ORS 305.380(4) are those imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321, 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

O. **Sexual Harassment Policy.** Grantee understands that OUS has adopted policies applicable to Grantee that prohibit sexual harassment and accepts that Grantee’s company/institution and its employees are required to adhere to the OUS policy prohibiting sexual harassment in their interactions with members of the OUS community.

P. **THIS GRANT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS GRANT AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS GRANT. GRANTEE, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Grant.

Grantee

The State of Oregon acting by and through the State Board of Higher Education on behalf of the Oregon University System, OUS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE