UNIVERSITY OF OREGON

The

State Board of Higher Education acting by and through the

UNIVERSITY OF OREGON

(“University” or “UO”)

REQUEST FOR PROPOSAL

(“RFP”)

**Apparel License Program**

**PCS No. 500100-0008-RFP**

Proposals Due Not Later Than: **5:00 p.m. (PDT) June 21, 2013**

 at Issuing Office.

 Postmarks will not be considered.

Issuing Office: **Purchasing and Contracting Services**

 **720 E. 13th Ave., Suite 302**

 **Eugene, OR 97405**

 **submit1@uoregon.edu**

 **Section I**

**General Information/Objective/ Purpose**

University is soliciting proposals from qualified proposers (“Proposer(s)”) to investigate a strategic partnership(s) to consolidate all or portions of the UO apparel base, excluding Nike apparel and headwear. University’s goal is to strengthen and grow University’s position as a leading national collegiate brand by improving product design, quality, and marketing of UO licensed merchandise and expanding breadth of distribution to deliver results that can maximize revenue to the University. As such, University is seeking providers to design, produce, sell, market and distribute officially licensed apparel (all categories except jerseys, fitted baseball caps and flex-fitted baseball caps, but including other headwear) under the “University of Oregon” brand identification. This would mean the termination or cancellation of all apparel licenses except Nike, which would continue as UO’s official on-the-field supplier to the University’s varsity athletic teams, and supplier of sideline, authentic, replica and sportswear collections at retail. The University’s license agreement with Nike’s youth apparel partner – currently Haddad Apparel Group – would also remain intact.

**Background: Who We Are/What We Do**

The University of Oregon, its academic and athletic programs, is widely recognized as one of the most innovative and admired universities in the country; with ongoing strategic and proactive management of the UO licensing program, licensing revenue has grown steadily over recent years. Since FY2009, UO licensing revenue has increased well over 155%, and is on target to exceed $3.5M in FY13. Of the University’s nearly 400 licensees, more than 100 produce apparel, accounting for about 65% of total revenues. Non-Nike apparel royalties accounted for approximately 35% of total program revenue, exceeding $1.1M in FY2012, and is projected to exceed $1.4M in FY2013. The UO Marketing and Brand Management office (MBM) runs an independent and internally managed licensing program with a staff of 3 fulltime employees.

* 1. Expected deliverables are listed in “Scope of Services,” below.
	2. It is anticipated that the initial term of the contract(s) awarded under this RFP, will be for either five or ten years with an option, at University’s sole discretion, to extend the contract(s) for two additional five-year terms. Please note, University reserves the right to award contracts to multiple successful proposers by product category (e.g., adult male, adult female, children’s, etc.); distribution channel (e.g., mass, mid-tier department store, grocery and drug, etc.); or other grouping as deemed in the best interest of University.
	3. For additional information or clarification of requirements contact:

Matt Dyste, Director

Marketing and Brand Management

10th & Mill Building, Suite 202

1270 University of Oregon

Eugene, OR 97403-6037

mdyste@uoregon.edu

* 1. This RFP will be posted on the Oregon University System (OUS) website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>. Any addenda including without limitation, extensions of closing date and time will be posted to the OUS website. Proposers are responsible for monitoring the OUS website on a periodic basis for any modifications to the RFP. University will not issue individual notifications.
	2. All proposals must be received by University's Issuing Office by 5:00 p.m. Pacific Daylight Time (PDT) on or before June 21, 2013 (“Closing Date and Time”). Postmarks will not be considered. Issuing Office mailing and delivery address and email are listed on the cover page and below.

 **Purchasing and Contracting Services**

 **720 E. 13th Ave., Suite 302**

 **Eugene, OR 97405**

 **submit1@uoregon.edu**

 ELECTRONIC submissions are encouraged.

 Office hours for receipt of proposals are: Monday through Friday 8 A.M. to 5 P.M. PDT

**Section II**

**Scope of Services**

The following services will be provided by the successful Proposer:

Proposer will demonstrate capabilities to design, produce/manufacture, sell, market and distribute officially licensed apparel (all categories except jerseys, fitted baseball caps and flex-fitted baseball caps, but including other headwear) under the “University of Oregon” brand identification. Services shall include, but not be limited to, the following:

* Apparel, headwear and graphic design for men’s, women’s, and children’s categories
* Conduct ongoing industry research to ensure UO apparel is in line with latest trends
* Identify partners to develop unique, brand building, trend relevant collaborations
* Manufacturing, either in-house/owned or via established relationships with verifiable manufacturing partners, of licensed apparel and headwear for men, women and children at a quality level that upholds the UO brand promise
* Design and develop marketing and sales collateral to promote sales of UO licensed apparel
* Maintain and grow distribution with key retailers across UO desired channels, including mid-tier, mass, specialty and sporting goods, within Oregon, nationally and internationally
* Create profitable consumer experiences with retailers via creative marketing and innovative merchandising solutions
* Track and report sales by SKU and retailer, and deliver related royalty payments, on a quarterly basis

This program would encompass the University’s full portfolio of available commercial trademarks, service marks, logos, and trade names as referenced in **Exhibit A**. Please note the following exceptions:

* Any current or future marks created by Nike are exclusive to Nike for all apparel and headwear and are not included in this program. This exception includes the “O” logo, “Win the Day” and “Fighting Duck” logos.
* Use of the Disney-owned mascot image is included subject to a sublicense agreement, assuming the successful Proposer meets all of Disney’s requirements, including artwork approvals and social compliance.
* Use of UO marks with NCAA championships and bowl game logos are not controlled by UO, and the exclusive nature of these agreements would not apply. However, UO would encourage the successful Proposer to apply for such licenses, as relevant.

**Section III**

**Submittal Requirements**

Requirements may be designated as “Mandatory” (M) or “Evaluated” (E), or both (M/E).

**(M) - Mandatory Requirement.** The Proposer MUST meet this requirement. The determination as to whether the Proposer meets the mandatory specification rests solely with University. If University determines that a Proposer does not meet a mandatory requirement as specified, or has not included mandatory information, the proposal may be deemed non-responsive, and no further evaluation will occur. In addition, wherever the words “must,” “shall,” or “will” appear this denotes a Mandatory requirement.

**(E) - Evaluated.** Proposers are expected to provide comprehensive written responses to evaluated specifications. Points will be awarded based on the degree to which the University’s evaluators determine that the Proposer meets the requirement. A Proposer which does not respond to an evaluated specification will receive no points for that specification.

**Proposers must include the all information requested in this Section III. All responses must pertain to the Proposer, not a parent or subsidiary of Proposer (e.g. financial information supplied must be for the Proposer, not a parent company.)**

* 1. Proposals will include the business name, address and telephone number and email of the Proposer, and a cover letter summarizing the proposal. **(M)**
	2. Proposer must include a detailed description of procedures and other aspects of the working relationship expected between Proposer's project manager and University's representative, Matt Dysteas well as any other information deemed necessary for the fulfillment of the awarded contract. **(M)**
	3. **Proposer Entity Verification:**
1. If the Proposer is an entity other than a sole proprietorship, Proposer must submit evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the proposal is authorized to act for and bind the Proposer in all matters relating to the proposal and possible subsequent contract. This type of written documentation is commonly in the form of a Secretary’s Certificate or Officer’s Certificate issued by the board or committee governing the entity. The written documentation, however, is not required to be in any particular form as long as it clearly shows the individual signing the proposal has authority to bind the Proposer. **(M)**
2. If Proposer is an entity other than a sole proprietorship and the entity was not organized or incorporated in the State of Oregon, Proposer is required to provide written evidence that Proposer is in good standing in its state of organization or incorporation. This type of written documentation is commonly in the form of a certificate of good standing. The written documentation, however, is not required to be a certificate of good standing. For example: A corporation incorporated in Delaware could go to the Delaware Secretary of State’s website, perform a business entity search on itself, and submit with its proposal a copy of the record retrieved from that site. **(M)**
3. Proposer must not be listed on the Federal Excluded Parties or Debarred Contractors listing. Proposer must not be excluded from contract awards by either the federal government or the State of Oregon. No written response from Proposer is necessary for this part of Section 3.4. Upon closing of this RFP, and as part of University’s initial review of mandatory requirements, University will verify whether Proposer is excluded from contract awards by either the federal government or the State of Oregon. **(M)**
	1. Proposer must submit sufficient evidence of financial capability to meet the responsibilities to perform the contract which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby University can determine Proposer’s credit rating or financial capability. It will be at University sole discretion to determine if evidence submitted is sufficient to determine financial capability. University reserves the right to request further information as needed for clarification purposes. The successful Proposer to which the contract is awarded may, at the discretion of University, be required to provide periodic (in no case more than two (2) times per year) updates to the financial capabilities report submitted pursuant to this RFP. **(M/E)**
	2. Proposals must set forth the qualifications of the Proposer to perform the contract, including providing a firm resume, as well as a description of the resources available to Proposer to perform the project. The firm resume must Include areas of staff expertise, experience with projects of similar scope and nature, and the primary job descriptions and individual resumes of staff who will be assigned to this project. Proposers will verify that the Proposer has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable. **(M/E)**
	3. Proposals must include a description of the Proposer’s proven track record, including responses to the following:
	* Describe your experience successfully operating a single-source, private label merchandising program or category or channel exclusives, including design, production, distribution, sales and marketing of apparel
		+ Provide a minimum of three examples demonstrating this experience.
		+ Include annual sales data for example programs, as well as work samples of similar projects (e.g. photographs, literature, schematics, report samples, etc.).
	* Describe your experience with hot markets/quick-turn scenarios. Provide at least one example of how you executed a quick-turn/hot market program.
	* Describe your record of success in design, production, distribution, sales and marketing of apparel, and your capacity to meet both current and future demand for UO licensed apparel categories.

 **(M/E)**

* 1. Proposals must include a list of three licensors and contact information for whom similar projects have been completed by the Proposer. These licensors may be contacted by University for an evaluation and assessment of the Proposer's performance. **(M/E)**
	2. Proposals must include a list of three retailers and contact information to whom Proposer currently distributes similar apparel. These retailers may be contacted by University for an evaluation and assessment of the Proposer's performance. **(M/E)**
	3. Proposals must include a detailed business plan addressing the following areas **(M/E)**.

3.9.1 Financial:

* + Describe your royalty rate/revenue sharing percentage, and annual minimum guarantee against these percentages for both a five-year and ten-year term. List any supplemental data if you desire a term beyond ten years.
	+ What dollar amount will be provided as an upfront advance against royalties?
	+ Describe any other financial incentive provided. If included, specify amount and type of financial incentive (e.g., bonus upon contract signing; bonus based on team athletic record, championship wins or attendances; bonus for renewal).
	+ Provide five-year financial projections for this business, supported by product, pricing and distribution strategies.
	+ The financial requirements to be considered are a minimum annual guarantee of $500,000, or greater if you are proposing to manage the entire program. Please describe your ability to meet your proposed annual minimum guarantee.

3.9.2 Distribution Capabilities/Retail Relationships/Marketing:

* + Describe your strategy for expanding distribution of UO apparel over the term of the proposed contract including a description of the channels or retailers through whom you foresee the most opportunity.
	+ Provide a list of established relationships with key retailers in Oregon, nationally, and globally.
	+ Provide a comprehensive marketing plan. Indicate whether your marketing plan includes the use of electronic or social media. If included, indicate mode and frequency of the use.

3.9.3 Product Design & Development:

* + Describe your strategy for providing breadth and variety of design across products (categories) and channels. Include product and pricing strategy that supports your strategy.
	+ Provide a capabilities overview as well as examples of how you have executed this for other licensors.
	+ Describe your product development and quality control process to ensure you will uphold UO brand standards and develop quality products.
	+ Describe how you will support UO in seeking and executing brand partnership programs (e.g., Victoria’s Secret PINK) that will position UO as one of the most cutting edge national programs. Provide your vision for types of partners, as well as your process and capabilities for executing and managing such partnerships.
	+ If you are unable to manage the entire program, please provide (in detail) both the product category and distribution channel you are submitting for consideration.

3.9.4 Academic Enhancements:

* + Describe what, if any, opportunities would be available for University students in regard to employment (fulltime/part time/internships, paid or unpaid)?

3.9.5 Social Responsibility:

* + Explain your existing corporate social responsibility programming (including the use of internal and external monitoring against a code of conduct or operating guidelines), and membership in recognized social responsibility organizations (such as the FLA, SA8000, Clean Clothes, etc.).

3.9.6 Commitment to the state of Oregon

* + Explain how you will involve Oregon-based apparel venders and/or suppliers, or other Oregon-based businesses (such as banks, insurers, etc.).
	1. A proposed timeline with breakdown of time allocated for delivery of all deliverables identified in the business plan describedabove. **(M/E)**

**Section IV**

**Proposal Procedures**

* 1. **Proposals must be in writing and must be signed by an authorized representative of the Proposer.** Alterations or erasures must be initialed in ink by the person signing the Proposal Statement. No verbal proposals will be accepted.
	2. Proposals may be submitted manually or electronically.
	3. Proposers are encouraged to submit their proposals electronically to the e-mail address provided in Section I, above. The subject line must clearly state that it is a **PROPOSAL**, noting the RFP Project Name, RFP Number, and Closing Date and Time. Electronic proposals must be in MS Word or Excel. Supporting documentation such as graphics, pictures, and financial statements may be in .pdf or other appropriate format. All proposals submitted electronically must be submitted by individuals with authority to legally bind the Proposer.
	4. Proposers submitting manually must submit four copies of their proposal, as well as an electronic version on CD or USB device. All manual submissions must be submitted in a sealed envelope appropriately marked. All envelopes in which the RFP, Proposal Statement and your proposal are submitted MUST be clearly marked **PROPOSAL**, noting the RFP Project Name, RFP Number, and Closing Date and Time. University will not be responsible for the proper identification and handling of proposals not submitted in the designated manner or format as required by this RFP. It is the Proposer’s responsibility to ensure that the proposal is received by University at the required delivery point, prior to the Closing Date and Time as indicated in this RFP, regardless of method used to submit the proposal. All manual submissions will be made to the address indicated in **Section I** of this RFP.
	5. Unless Proposers are specifically authorized by this RFP to take exceptions or to leave terms open to negotiation, proposals will be a complete offer and will be subject to the terms of this RFP. Proposals must include all information required herein to be fully responsive to this RFP and to be evaluated and considered for award. Failure to do so may be deemed sufficient cause for rejection of the proposal as “non responsive.”
	6. Although the general criteria to be used for final evaluation has been provided in this RFP; it is not intended to limit imagination or creativity in preparing a proposal that will accomplish the same goals and expectations.
	7. Submission of a proposal constitutes a firm, binding and irrevocable offer for a period of 90 days following the Closing Date and Time.
	8. Proposals may be withdrawn at any time prior to the scheduled Closing Date and Time. Withdrawal can only be accomplished by written notification, signed by an authorized representative. Notification of withdrawal may be submitted manually or electronically. The written notification must be received by University prior to the Closing Date and Time. The envelope or e-mail subject line must be clearly identified with the words “**PROPOSAL WITHDRAWAL**,” and must display the RFP Project Name, the RFP number, and proposal Closing Date and Time.
	9. Proposers may modify a previously submitted proposal prior to the Closing Date and Time. Modifications must be made in writing and signed by an authorized representative. Modifications may be submitted manually or electronically. The envelope or e-mail subject line must be clearly marked “**MODIFICATION**,” and must display the RFP Project Name, the RFP number, and the proposal Closing Date and Time. Verbal modifications or corrections will not be recognized or considered.
	10. Proposers are strongly encouraged to utilize the same method of submission, either manual or electronic, throughout the solicitation process (e.g. if Proposer submits its proposal electronically, Proposer is encouraged to submit modifications and requests to withdraw via e-mail; if Proposer submits proposal manually, requests for modification or withdrawal should be submitted manually).
	11. Requests for change or protests of solicitation specifications or contract provisions must be received by University, in writing, no later than ten business days prior to the proposal Closing Date and Time. No requests for change or protests of solicitation specifications or contract provisions will be considered after the deadline stated above.
	12. Such requests for change or protests will include the reasons for the request for change or protest, and proposed changes to specifications or provisions. Envelopes or e-mails containing requests for change or protest must be marked **SOLICITATION SPECIFICATION REQUEST FOR CHANGE** or **CONTRACT PROVISION PROTEST**, and must identify the RFP Project Name, RFP number and proposal Closing Date and Time. University reserves the right to amend this RFP, extend the Closing Date and Time, or deny the request or protest.
	13. If University deems it necessary to amend this RFP, an Addendum will be prepared and posted to the OUS Business Opportunities webpage: <https://secure.ous.edu/bid/> Proposers are responsible for monitoring the OUS website for any amendments to the proposal. Proposers will not receive an individual notification. Proposers will be required to sign and attach a copy of the Addendum to their proposal. If the Proposer has already submitted a proposal, the Proposer must follow the instructions set forth in Sections 4.8 or 4.9, above.
	14. University reserves the right to inquire in writing, and meet with individuals or representatives of a Proposer, for the purpose of clarifying points made in their proposal.
	15. University reserves the right, at its option, to reject any or all proposals. Notification of proposal rejection will be made in writing. University reserves the right to waive minor informalities and irregularities in proposals.
	16. University is not responsible for any costs of any Proposer incurred in connection with submitting or presenting its proposal. All Proposers who respond to solicitations do so solely at their own expense.
	17. Proposers agree that University will have the right to review and require modification of any terms or definitions used in the final contract. Failure to agree upon acceptable contract definitions or terms may result in cancellation of the proposed award.
	18. 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 retained by University’s issuing department for the required retention period, 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), the Proposer must mark each sheet of such information with the following legend:

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

 Failure to mark a specific page with the legend set forth in this Section will conclusively establish that the information on that page does not constitute a trade secret as defined in ORS 192.501(2).

 The Oregon Public Records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance". *See* ORS 192.501(2). As such, 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.

 **Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a “trade secret” may be rejected.** **If the proposal is not rejected, the proposal will be deemed available for disclosure to the public.**

* 1. University plans to award this project to the firm or individual who best meets the selection criteria detailed in this RFP. It is anticipated that **notification of University's decision will be issued approximately** August 9, 2013**.**
	2. Proposal responses must clearly identify the question or request to which the Proposer is addressing and restate the Section number with each response. All responses must be organized in the order in which the question or request was presented in the RFP. Proposals that do not follow the format described in this RFP may at University’s sole discretion be deemed “non-responsive,” and receive no further consideration.
	3. All proposals submitted in response to this RFP become the property of University. By submitting a proposal in response to this RFP, Proposer grants the University a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the proposal solely for the purpose of evaluating the proposal, negotiating a contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Laws, proposals, including supporting materials, will not be returned to Proposer.

**Section V**

**Evaluation and Award**

5.1 Proposals will be evaluated by a committee consisting of representatives of the requesting University department, and other interested individuals, as University deems appropriate (“Committee”).

5.2 Proposals will initially be evaluated for completeness and compliance with the mandatory requirements of this RFP.

5.3 Those proposals which are incomplete, which do not meet all Mandatory (M) requirements of this RFP, or are otherwise deemed by University to be "non-responsive," will be rejected.

5.4 The second phase of the evaluation process will involve a graded evaluation on a numeric scale (i.e., 5, 4, 3, 2, 1) and weighting of points to all responsive proposals according to the allocations below. The Committee will evaluate each responsive proposal received, as follows:

 **Selection Criteria.**

 Score Allocation

1. Financial Stability and Capabilities to Meet Obligations (see Section 3.4) \_\_\_\_ 25%
2. Qualifications of Proposer (see Section 3.5) and Description of Proposer’s track record (see Section 3.6) \_\_\_\_ 5%
3. References (see Sections 3.7 and 3.8) \_\_\_\_ 15%
4. Detailed Business Plan (see Section 3.9) \_\_\_\_ 50%
5. Timeline (see Section 3.10) \_\_\_\_ 5%

 **TOTAL \_\_\_\_ 100%**

5.5 Based on the allocation of points as set forth in Section 5.4, above, a range of proposals which are deemed to have a reasonable chance of being selected for award (the “Competitive Range”), will be determined. The Competitive Range is expected to consist of no more than three (3) proposals; however, University reserves the right to expand or reduce the number of proposals to be included in the Competitive Range. University will notify a Proposer if it is in the Competitive Range via the e-mail address provided in Proposer’s proposal. If no response is provided within 24 hours after the notification is sent, a follow-up phone call will be made to the phone number provided in the proposal. If no response is received by University within 48 hours after the notification is sent, the proposal may be withdrawn from the competitive range, and written notice provided to the Proposer.

5.6 Proposers of proposals within the Competitive Range may be asked to prepare and present a live presentation of their proposal to be delivered to the Committee at University. The Proposers’ presentations will take place on or about July 24, 2013. Any special accommodations required for the live presentations (technical or otherwise) must be communicated to University at least seven days prior to the scheduled presentation. University will make all reasonable efforts to accommodate such requests. The purpose of the live presentations will be to allow the Proposers to provide supplemental information in order to provide clarification of the proposal contents, as well as to inform the Committee as they recommend a Proposer for ultimate award of the contract under this RFP.

5.7 The Committee may also consider and assess other factors, including but not limited to, any information submitted in response to this RFP; best value; experience working with other organizations, including higher education institutions; references; financial condition of the Proposer; resources of the Proposer; clarifications provided in response to inquiries by University; proposed additional terms for providing the service; and experience of persons assigned to this project. University reserves the right to require a “Best and Final Offer” pursuant to OAR 580-061-0155(3) from Proposers within the Competitive Range.

5.8 After considering and assessing all factors it deems relevant, the Committee will make a decision as to how to proceed. The University reserves the right to make its final decision based upon the solution(s) that best meet(s) the University’s needs. Award of Contract(s) will not be based solely on cost. Please note, University reserves the right to award contracts to multiple successful proposers by product category (e.g., adult male, adult female, children’s, etc.); distribution channel (e.g., mass, mid-tier department store, grocery and drug, etc.); or other grouping as deemed in the best interest of University.

5.9 The apparent successful Proposer(s) will be notified in writing of its status, and a term sheet and draft contract will be provided to the apparent successful Proposer(s), in substantially similar form to the contract included with this RFP. All non-successful Proposers will be notified in writing that the apparent winning proposal(s) has been selected. It is anticipated that the Award Notice will be released on or about July 26, 2013.

5.10 Protest of the selection or award may be made pursuant to the conditions and limitations of OAR 580-061-0145.

 **Section VI**

**Contract Award**

* 1. The contract award(s) will be pursuant to a separate agreement(s) which will include terms and conditions substantially as set forth in the draft agreement attached to this RFP as **Exhibit B**.
	2. If you have questions, concerns, or proposed modifications regarding any of the terms and conditions contained in this RFP, including the attached form of Agreement in Exhibit B, you must address those during the time prescribed for questions.
	3. Additional or supplemental terms and conditions submitted by a Proposer as part of its response may be evaluated or considered at the sole discretion of University. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in a proposal (e.g. in transmittal letters, specifications, literature, price lists or warranties), it is understood and agreed that the terms and conditions contained in this RFP are the only terms and conditions applicable to this RFP and any ensuing Agreement, and the Proposer's authorized signature affixed to its proposal attests to this.
	4. If Proposer conditions its proposal on any additional terms and conditions, which have not been accepted by a written addendum to the RFP, the proposal may be deemed nonresponsive.
	5. Please note, University reserves the right to award contracts to multiple successful proposers by product category (e.g., adult male, adult female, children’s, etc.); distribution channel (e.g., mass, mid-tier department store, grocery and drug, etc.); or other grouping as deemed in the best interest of University.

**Section VII**

 ***(Must Complete and submit with your proposal by Closing Date and Time)***

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS**

By submitting this proposal in response to this RFP, Proposer represents and warrants that:

1. Proposer has read all of the terms and conditions of this RFP; Proposer understands that by signing below and submitting a proposal, if awarded the contract, Proposer will be bound by the terms and conditions of this RFP and its proposal.

2. **Prices quoted shall be firm for three months after the proposal due date and time**; and, if awarded the contract, Proposer must furnish any and all goods and/or services at the prices offered within the terms and time specified.

3. Proposer has the power and authority to enter into and perform the contract awarded as a result of this RFP.

4. The individual signing for Proposer is authorized to execute this proposal on behalf of Proposer.

5. Proposer is an independent contractor and not an employee, partner, or agent of University.

6. Proposer’s name, as it appears in this Proposal, is Proposer’s legal name, as it will appear in the Proposer’s W-9, and if Proposer is an entity rather than an individual that the entity named in this quote is validly existing and in good standing.’

7. Proposer has not discriminated against Historically Underrepresented Businesses (defined in OAR 580-061-0010) in obtaining any required subcontracts.

8. No officer, agent or employee of University has participated on behalf of University in preparation of the proposal, that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same work, and that the Proposer is competing solely in Proposer’s own behalf without connection with, or obligation to any undisclosed person or firm.

**Acknowledgment of Addenda**

🞏 By checking this box, Proposer acknowledges Proposer has received, reviewed, and agrees to the all terms and conditions added to this RFP via any addenda that was posted on the OUS website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>.

**Business Designation (check one):**

🞏 Corporation 🞏 Partnership 🞏 Sole Proprietorship

🞏 Governmental/Non-profit 🞏 Limited Liability Company

**Please indicate your Minority Women or Emerging Small Business (MWESB) Status:**

Women Owned [ ]  Self Report [ ] State Certified #

Minority Owned [ ]  Self Report [ ] State Certified #

Emerging Small Business [ ]  Self Report [ ]  State Certified #

Above information must be provided prior to the Closing Date and Time for the proposal to be considered responsive.

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

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_