



Oregon  
University  
System

## **REQUEST FOR PROPOSALS**

**RFP #2013-08**

### **FACULTY LEADERSHIP FOR THE NORTHWEST COLLABORATORY FOR SUSTAINABLE MANUFACTURING**

**ISSUE DATE:           October 7, 2013**

**CLOSING DATE:       October 31, 2013**  
**CLOSING TIME:       5:00 PM Pacific Time**

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# **Oregon University System Request for Proposals #2013-08**

## **FACULTY LEADERSHIP FOR THE NORTHWEST COLLABORATORY FOR SUSTAINABLE MANUFACTURING**

### **Section I - Information Regarding Proposal**

#### **INTRODUCTION**

The Oregon University System (“OUS”) is seeking proposals (“Proposals”) on behalf of the Oregon Metals Initiative (“OMI”) and the Northwest Collaboratory for Sustainable Manufacturing (“NWCSM” or “Collaboratory”) to provide foundational technical leadership for the NWCSM.

Proposals should be responsive to the issues in the “Lundquist Report” (prepared by the University of Oregon Lundquist School of Business and further described in the Background section below) and illustrate a clear focus on Manufacturing Readiness Levels (MRL) 4-7.

Proposals may only be submitted by the institutions that previously responded to OMI’s September 2013 Request for Information: Portland State University and Oregon State University (hereafter referred to as “Oregon Engineering Research Universities”). Grants to more than one Oregon Engineering Research University may be made through this RFP.

**As collaboration is critical to the NWCSM, the submission of joint or complementary proposals is strongly encouraged.**

#### **BACKGROUND**

Building on the long-term success of OMI and the work of the Manufacturing 21 Coalition and Portland Development Commission, the State of Oregon has provided seed funding for the establishment of the NWCSM. OMI and NWCSM have partnered with the OUS to distribute those funds. The successful Proposers (or “Grantees”) will enter an agreement with the OUS to distribute funds as determined by the OMI Board.

In the “Phase I” period (November 15, 2013 to June 30, 2015) up to \$937,000 is available for expenses related to establishing the NWCSM, including the hiring or identification of foundational faculty at Oregon Engineering Research Universities. Additionally, up to \$500,000 of general obligation bond funds are available in Phase I to support equipment and infrastructure grants.

The NWCSM is intended to focus on the transition of technologies in the range of Manufacturing Readiness Levels (MRL) 4 to 7 that support improved efficiencies in energy and materials use (see [http://en.wikipedia.org/wiki/Manufacturing\\_Readiness\\_Level](http://en.wikipedia.org/wiki/Manufacturing_Readiness_Level)), and energy and materials efficiencies. Initially focused on metals manufacturing, the longer-term goal of the NWCSM is to work with all value added manufacturing in Oregon, which is critical to the strength of Oregon’s economy and the resources needed to provide services to our citizens.

The Lundquist Report business model proposed for NWCSM anticipates that going forward

private sector dues will provide funding for projects of mutual interest to the NWCSM members. A summary of the model is available online at the following website:  
<http://pdxeconomicdevelopment.com/docs/manufacturing/NWCSM-Feasibility-Study-Report.pdf> .

Unlike some international Collaboratory models that have a permanent physical presence, the NWCSM intends a distributed model located in Oregon Engineering Research Universities. This distributed Collaboratory model requires close communication and resource awareness between participating Oregon Engineering Research Universities and corporate members to avoid wasteful duplication. The envisioned close collaboration will drive a statewide synergy leveraging both public and private contributions.

#### **IMPORTANT NOTICE**

Read this RFP carefully. By submitting a Proposal in response to this RFP, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFP. The OUS may modify this RFP or make relevant information available to potential Proposers. It is the responsibility of potential Proposers to refer daily to the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>) to check for any available addenda, responses to clarifying questions, or solicitation cancellations.

#### **TERM OF GRANT**

OMI and the Grantee(s) will enter into a grant agreement to begin work on or after November 15, 2013. The term of the Grant will extend until June 30, 2015.

#### **GENERAL INFORMATION**

The OUS Department of Contracting and Purchasing will be the sole point of contact during this RFP process. All correspondence pertaining to this RFP should be appropriately addressed to the Contract Manager per the contact information below:

#### **Ian Best, OUS Contract Manager**

Telephone: (503) 725-5770  
Email: [PACS@ous.edu](mailto:PACS@ous.edu)  
*\*Email preferred*

Office Address: OUS Chancellor's Office  
*(required for FedEx, UPS, etc)* 1800 SW 6<sup>th</sup> Avenue, Suite 520  
Portland, OR 97201

Mailing Address: Oregon University System  
*(required for USPS)* PO Box 751  
Mail Code: CHAN  
Portland, OR 97207-0751

## GENERAL PROVISIONS

The OUS reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules (“OAR”) Chapter 580, Divisions 61 and 62 govern the procurement process for the OUS.

**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 the OUS Contracts Manager prior to the Closing Date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new proposal.

**2. Protests of Specifications:** Protests of the RFP specifications may be made only if a term or condition of the RFP violates applicable law. Protests of Specifications must be received in writing prior to the date and time indicated in the Schedule of Events at the OUS Contracts Manager’s address or email address listed under “General Information” in this 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.

**3. Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing prior to the date and time indicated in the Schedule of Events at the OUS Contract Manager address or email address listed under “General Information” in this RFP. Requests for changes must include the reason for the change and any recommended modifications to the RFP requirements.

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

The OUS will consider all requested changes and, if appropriate, amend the RFP.

**4. Addenda:** If any part of this RFP is amended, addenda will be provided on the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>). Proposers are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. **By submitting a Proposal, each Proposer thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information.**

**5. Grant Award:** The OUS will name the apparent successful Proposer(s) in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer(s) is procedural only and creates no right in the named Proposer(s) to award of the Grant.

**6. Acceptance of Grant Requirements:** Failure of the selected Proposer 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 the OUS.

**7. 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 the Oregon Revised Statutes (“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.”**

By submitting a Proposal in response to this RFP, Proposers acknowledge and agree that any information not set apart and labeled as described above is not a trade secret under ORS 192.501(2) and may be subject to disclosure under the Oregon Public Records Law. 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, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**8. Investigation of References:** The OUS 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, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees. The OUS may postpone the award or the execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. Information provided by references may prevail in final selection, regardless of preliminary scoring results.

Despite its right to investigate all Proposer references, the OUS is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by the OUS in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.

**9. RFP Preparation Costs:** Cost of developing the proposal, attendance at an interview (if requested by the OUS) or any other such costs are entirely the responsibility of the Proposer and will not be reimbursed by the OUS. By submitting a Proposal, each Proposer thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Proposal preparation, submission, and participation in the solicitation process.

**10. Clarification and Clarity:** The OUS 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 initially be submitted in the most complete, clear, and favorable manner possible.

**11. Right to Reject Proposals:** The OUS reserves the right to reject any or all Proposals if such rejection would be in the public interest. Whether such rejection is in the public interest will be solely determined by the OUS.

**12. Cancellation:** The OUS reserves the right to cancel or postpone this RFP at any time or to award no Grant. All grant awards are subject to receipt of sufficient funding, appropriations, and other expenditure authority to make the award.

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

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

**15. Grant:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into an interagency or intergovernmental grant agreement with the OUS to distribute funds as awarded by OMI containing substantially the same terms as set forth in Exhibit A.

**16. Review for Responsiveness:** Upon receipt of all Proposals, the OUS Contract Manager or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or unresponsive in part or in whole, it may be rejected and, if rejected, 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 when determining if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified in the Proposal will be notified by the OUS to communicate the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived.

**17. Rejections and Withdrawals:** The OUS reserves the right to reject any or all Proposals or to withdraw any item from the award.

**18. RFP Incorporated into Grant:** This RFP will become part of the final grant between the Board and the selected Proposer (also referred to herein as the "Grantee"). The Grantee will be bound to perform according to the terms of this RFP, its Proposal, and Exhibit A.

**19. Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate about this RFP with members of the OMI, evaluation committee, or any employees of the OUS until the apparent successful Proposer is selected. The contact person designated by the "General Information" section of this RFP is exempted from this blackout period. If any Proposer initiates or continues contact in violation of this provision, the OUS may, in its sole discretion, reject that Proposer's Proposal and remove it from consideration for award of a Grant under this RFP.

**20. Prohibition on Commissions:** The OUS will contract directly with organizations capable of performing the requirements of this RFP. Grantees must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

**21. Ownership of Proposals:** All Proposals in response to this RFP are the sole property of the OUS and subject to the provisions of ORS 192.410-192.505 (the Public Records Act).

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

**23. Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they

limit or modify any of the terms and conditions and/or specifications of the RFP. Any terms contained in Proposals that conflict with or modify the terms of this RFP are expressly rejected unless specifically adopted in writing by the OUS.

**24. Evaluation Committee:** Proposals will be evaluated by the Transitional Board of the NWCSM. The Transitional Board may include representatives from the OUS campuses; however OUS campuses that have submitted a Proposal shall recues themselves from the evaluation committee. The Board's recommendations will be forwarded to the OUS Chancellor's Office for final approval.

**25. Commencement of Work:** The Grantee shall commence no work until, the Protest of Awards deadline has been passed, and a grant has been fully executed.

*[Intentionally left blank. Delivery of Proposals appears on next page.]*



## **DELIVERY OF PROPOSALS**

Proposals may be submitted via one of the following two methods:

**1. Preferred Method:** Complete proposals (including all attachments) may be emailed to the OUS Contract Manager per the contact information provided under “General Information.” The Proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events. **Email subject line must be “Response to RFP #2013-08.”** Proposer *must* telephone and confirm electronic receipt of the complete emailed document(s) before the time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at the OUS’s sole discretion.

**2. Alternative Method:** An original and electronic copy (on compact disk or an alternative electronic storage device) of the complete Proposal may be mail 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 RFP #2013-08.**”

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. **LATE PROPOSALS WILL NOT BE ACCEPTED, except as set out in the Preferred Method of delivery above.** Proposals may be hand delivered, mailed, or e-mailed to:

**Hand Delivery:** *(Including UPS, FEDEX)*

OUS Chancellor’s Office  
1800 SW 6<sup>th</sup> Avenue, Suite 520  
Portland, OR 97201  
Attn.: Ian Best

**Mailing Address:**

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

**E-Mail:**

PACS@ous.edu

Proposals will be opened by the OUS Contract Manager or designee at the Office of the Chancellor, located at 1800 SW 6<sup>th</sup> Avenue, Portland, Oregon on the Closing Date.

## **SCHEDULE OF EVENTS**

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

RFP Issue Date.....	October 7, 2013
Deadline for Protest of Specifications .....	October 15, 2013 (5:00 pm, PT)
All Clarifying Questions Due .....	October 15, 2013 (5:00 pm, PT)
Closing Date (Proposals Due).....	October 31, 2013 (5:00 pm, PT)
Selection Panel Review.....	November 5-6, 2013
Anticipated Grant Begin Date.....	November 15, 2013

## **SCOPE OF WORK**

A summary of the scope of work to be performed by Grantee is described in Appendix 1. The Grantee shall use funds awarded through this RFP to complete the tasks described in Appendix 1 in both the 2013-14 and the 2014-15 academic years.

Grantees shall:

- a) Identify faculty who will provide the foundational technical leadership for the NWCSM and work closely with the NWCSM Board members on developing the NWCSM vision and initial plan during 2013-14; and
- b) Hire faculty who will collaborate closely with NWCSM on implementing that plan in 2014-15.

Grantee shall also develop a plan to provide the shared equipment and laboratories necessary for the research needs of the Collaboratory.

Additionally, Grantee shall demonstrate an understanding of the existing infrastructure and staff at Oregon Research Universities and provide specific direction for how the new faculty and equipment will advance the work of the Collaboratory.

**Section II – Information Required from Proposer**  
**RFP #2013-08**

**A. SUBMISSION FORMAT**

1. The Proposal should be prepared 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.
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. Pages should be numbered consecutively.

**B. REQUIRED PROPOSAL CONTENT**

1. **Cover Page.** Use the cover sheet format provided below (Table 1).
  - Please provide a title and an abstract for your Proposal in the spaces provided.
  - The project contact should be person who should be contacted for the purpose of clarifying the information provided in the Proposal.
  - The accounting contact should be the person who should be contacted if/when the Proposal is approved and funded regarding transmittal of funds and related matters.
2. **Assumptions.** Give a brief summary of the problem and issues addressed in the Proposal, as well as any additional assumptions. Please briefly describe how the Proposal complies with the Lundquist Report described starting on page 3 of this RFP.
3. **NWCSM Project Plan.**
  - **Faculty and Team** - Include the human, organizational, and community resources to be deployed to implement the proposed project. Include a description of the team members that will implement the project and short biographies. For faculty, please include all of the following:
    - Describe the faculty identified for the work of interfacing with the NWCSM Board in the formative year of 2013-14.
    - Profile the faculty who are intended to be hired, and the outline of their expected research in the MRL 4-7 range.
    - Describe the new faculty's relationship to industry and the NWCSM Board.
    - Describe the new faculty's relationship to the existing faculty at the universities.
    - Provide position description(s) detailing faculty time commitments, and showing a minimum of 50% FTE time commitment to engagement with NWCSM. Describe how faculty will be managed at the University to meet NWCSM priorities.If other organizations are expected to collaborate, include a description of their capabilities. Examples might be other universities, industry or community partners, government agencies or subcontractors.
  - **Budget** – Use the budget template provided in Table 2 to describe the financial resources to be deployed to implement the proposed project. Start your budget at the top of a new page.

Follow the budget template with a narrative budget section describing the decision making process for each section of the budget. Discuss the staffing, services, supplies, and equipment to be funded by the budget, referring, as appropriate, to the more general discussion of Resources that precedes the budget. The budget discussion can refer to the description of collaborators and Project Activities that follow the Budget in your Proposal.

- **Experience and Assets** – Provide examples of prior experience working collaboratively with multi-institutional and industry partnerships. Describe existing facilities and equipment that may be available for use within the Collaboratory, and how the arrangements might be made for sharing these resources if appropriate.
- **Shared-Use Equipment for Metals Manufacturing Research** – For the new resources to be acquired for the institution’s work with the NWCSM, please include the following:
  - Describe the equipment/laboratories to be funded. Demonstrate how this will meet identified industry needs.
  - Describe how the resource will be shared by members of the Collaboratory.
  - Describe the relationship of the new infrastructure to the existing infrastructure at the Universities and other Collaboratory partners.
  - Describe how these resources will be managed at the University to meet NWCSM priorities.
- **Institutional commitment** – Describe how the institution demonstrates commitment to on-going and long-term applied research targeted at MRL 4-7. How will the institution support faculty for the long term for participation in this area? Considering that the NWCSM is new, and that this institution may or may not wish to continue the relationship over time based on the success of the NWCSM, please describe the performance criteria for the NWCSM that the institution would hold in order to continue engagement long term with the NWCSM?
- **Project Activities** - Describe what the project will do with resources to achieve the intended results. Please use Appendix 1-Phase I as a guide. Describe the logical connection between these project activities and outputs and outcomes.
- **Schedule** - Use a schedule format that will allow you to forecast biannual plans/milestones for the identification/hiring of faculty and their initial activities with NWCSM, and equipment purchases/utilization.
- **Intended Results** - This section should include forecasts for the following:
  - **Outputs** to be achieved by proposed project. What will the identified faculty do to advance the mission of the NWCSM? How will the equipment be shared and how will it be used to advance the mission of the NWCSM?
  - **Outcomes** to be produced by the proposed project in the grant period. Describe outcomes to all members of the Collaboratory.
  - **Impact** expected to the economy and stakeholders in three to five years.

**4. Evaluation and Assessment Plan.** Provide detailed information about your proposed evaluation process for the project. Describe how the university intends to evaluate success of the faculty collaboration with NWCSM, and the shared usage of the equipment.

**5. Letter of Commitment** from an authorized representative of the University with contractual authority.

**6. Letter of Commitment** from collaborating organizations, if any.

**7. Optional letters of endorsement** from knowledgeable stakeholders.

*[Intentionally left blank. Section III begins on next page.]*

**Section III - Evaluation Criteria  
RFP #2013-08**

**Criteria for Selection.** Proposals will be evaluated based on the following criteria.

<b>Criterion</b>	<b>Excellent (4-5)</b>	<b>Meets Needs (2-3)</b>	<b>Does Not Meet (0-1)</b>	<b>Total Weighting</b>
<b>1. Faculty deployment</b>				20%
Plan for recruiting faculty, including how NWCSM will be engaged in the process.				
Plan for effective faculty allocation to meet NWCSM needs.				
Pre-hire faculty plan to support NWCSM. 2014-15 academic year faculty plan.				
<b>2. Cost and efficiency</b>				10%
Budget. Demonstration of industry need for equipment to be purchased.				
<b>3. Experience and assets</b>				10%
Demonstration of past multi-institutional collaboration. Connection to and leverage of existing programs and resources.				
<b>4. Institutional commitment</b>				15%
Commitment to providing sustaining funding for NWCSM faculty after Phase I completion. Assessment and evaluation plans.				
Other demonstration of institutional commitment to NWCSM, including long-term incentives for faculty engaged in MRL 4-7 work.				
<b>5. Collaboration</b>				20%
Demonstration of inter-institutional collaboration in this proposal.				
<b>6. MRL 4-7 Focus</b>				25%
Extent to which proposal shows evidence of support for MRL 4-7 needs.				

**References**

Acceptance of a Proposal may be contingent on a review of the Proposer's references. Information provided by references submitted by a Proposer, as well as other references identified by the OUS, may prevail in final selection, regardless of preliminary scoring results.

**Section IV – Additional RFP Documents and Grant Terms  
RFP #2013-08**

**PROPOSAL TABLES AND FORMS**

**Table 1. Use this template to create the cover page for your proposal.**

<b>Proposing Organization:</b>	
<b>Proposal Title:</b>	
<b>Proposal Date:</b>	
<b>Project Abstract:</b> <i>(Provide a short description of project using no more than the space provided here.)</i>	
<b>Amount Requested:</b>	

<b>Project Contact:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Phone and Email:</b>	

<b>Administrative Contact:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Phone and Email:</b>	

**Table 2. Budget Template**

	Nov 15, 2013 to June 30, 2014	July 1, 2014 to June 30, 2015	Total
<b>Salary Expenses</b>			
One line per role/title with FTE% Include Salary and OPE			
<b>Equipment Expenses</b>			
<b>Services and Supplies</b>			
<b>Grand Total</b>			



## Appendix 1- Phase I

NWCSM’s Phase I timeline, and the role of NWCSM-associated faculty during its inception, are set forth below:

<b>NWCSM TIMELINE</b>	<b>Faculty role</b>
<p><b>Value proposition identification.</b>  <b>[Jan 2014]</b> In early 2014, the transitional board of the NWCSM will hold a value proposition session with the regional manufacturing industry to evaluate the NWCSM model and identify critical specific initial shared research areas that would merit NWCSM membership.</p>	<p>The specific portions of this exploration that must be supported by the initially identified NWCSM-associated faculty includes building a full picture of the regional research universities portfolios and their expertise and capability to enhance the NWCSM MRL 4-7 research agenda. The 2013-14 NWCSM-associated faculty will be expected to represent their own, and possibly other, research institutions in creating a full picture of the capabilities in the Pacific Northwest, as well as fostering collaboration with industry in exploring opportunities</p>
<p><b>Value proposition refinement and early initiative identification.</b>  <b>[Feb/Mar 2014]</b></p>	<p>The NWCSM-associated faculty will be accountable for working with industry to produce research proposals and feasibility plans for identified initiatives for FY2014 and beyond. (These may include acquisition of related equipment, using the bond money available through the NWCSM legislation.) These initiatives will be used to help assess the business model of the NWCSM and its feasibility and attract membership.</p>
<p><b>NWCSM board recruitment.</b>  <b>[Mar 2014]</b></p>	<p>The NWCSM-associated faculty will work with the transitional board to recruit the NWCSM board members, and help define the initial mission objectives. Representation from the universities regarding capability to meet mission goals will be significant in winning business to participate.</p>
<p><b>NWCSM inception.</b>  <b>[Apr-Aug 2014]</b></p>	<p>The NWCSM-associated faculty will participate in the initial foundation of the NWCSM, both from a corporate viewpoint as well as informing the methods by which the NWCSM will establish long-term research relationships with the relevant universities. Contracts for the research to be conducted in the 2014-2015 academic year will be proposed and adopted by the NWCSM board, once the organization is incorporated.</p>
<p><b><i>NEW NWCSM FACULTY HIRING Process</i></b>  <b><i>[2013-2014]</i></b></p>	<p><b><i>NEW NWCSM FACULTY HIRED</i></b></p>
<p><b>NWCSM initial projects.</b>  <b>[Sept 2014— Jun 2015]</b></p>	<p>The faculty hired through the NWCSM hiring process will conduct the selected research initiatives endorsed by the NWCSM board.</p>

The Proposer should identify how these activities will be supported both short- and long-term. Much of the work in 2013-14 will be strategic, which will mean that the NWCSM will be expecting a long-term commitment from the universities for engagement. The participating universities will work collaboratively with the new NWCSM Board to establish and execute NWCSM’s emerging goals.

The partnership will keep the MRL 4-7 goals as paramount. Flexibility by the selected universities in managing faculty workload and performance expectations may be required in recognition of the faculty’s unique role with NWCSM.

## Exhibit A- SAMPLE GRANT

OREGON UNIVERSITY SYSTEM  
NORTHWEST COLLABORATORY FOR SUSTAINABLE MANUFACTURING  
PARTNERSHIP GRANT  
# [REDACTED]

This interagency 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 [REDACTED] (“Grantee”).

**WHEREAS**, OUS administers the Northwest Collaboratory for Sustainable Manufacturing Grant proposal process; and

**WHEREAS**, NWCSM working in conjunction with the Oregon Metals Initiative (“OMI”) and its Northwest Collaboratory for Sustainable Manufacturing (“NWCSM”) have been charged with distributing funds allocated by the Oregon Legislative Assembly for the purpose of furthering manufacturing education in Oregon; and

**WHEREAS**, Grantee submitted a proposal and OUS and OMI have selected Grantee’s proposal for a grant award;

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

### ARTICLE I Grant Parameters

**1.1 Performance.** Grantee agrees to perform in accordance with the requirements set forth in OUS RFP #2013-08, and the terms of Grantee’s proposal submitted in response to OUS RFP #2013-08, attached as Exhibit A and incorporated by this reference.

**1.2 Award.** Grantee’s award shall total \$ [REDACTED]. The Grant funds shall be distributed as follows: [REDACTED]. The award shall be for approved costs related to activities described in Exhibit A.

**1.2.1** Should the Oregon State Legislature or OMI decide to reduce or eliminate this allocation, Grantee’s second half of the award will be reduced or eliminated at the discretion of OUS and OMI.

**1.2.2** The second half of the Grant award is contingent on Grantee’s timely submission and completion of the reports as described in section 1.4.

**1.3 Grant Period.** This Grant becomes effective upon execution by both parties. All projects must be completed by June 30, 2015. This Grant shall expire on June 30, 2015.

**1.4 Reports.** Grantee shall submit a quarterly report due [redacted] days after the end of each calendar [redacted]. Grantee shall submit a final report by the earlier of 30 days after project completion or by [redacted].

**1.5 Grantee's Coordinator.** Grantee's Coordinator is [redacted]. Any changes in the project coordinator must be approved, in writing, by OUS.

#### **1.6 Accounting and Funds Usage.**

**1.6.1** 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.

**1.6.2** Grantee shall maintain accounting and programmatic records of the project in accordance with generally accepted accounting principles.

**1.6.3** In order to facilitate monitoring of expenditures, Grantee shall submit an expense summary on a [redacted] basis giving cumulative expenses incurred on the project. Expense summaries shall be included with the [redacted] reports and the final reports described in section 1.4 using the template provided.

**1.6.4** Upon completion of the project, expiration of this Grant, or termination of this Grant, Grantee shall return to OUS any unspent funds.

**1.7 Publicity and Press Releases.** When issuing statements, press releases, and other documents describing projects funded in whole or in part with [redacted] money, Grantee must clearly state the dollar amount and percent of the total costs of the project/program which will be financed with [redacted] 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 [redacted].

**1.8 Responsibility for Disallowed Costs.** Grantee shall be responsible to OUS and shall repay any funds that are disallowed, if the disallowance is due to acts or failures to act by Grantee. Disallowed costs are any costs not approved in this Grant or in Grantee's proposal or approved amendments thereto.

## **ARTICLE II General Grant Provisions**

**2.1 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.

**2.2 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.

**2.3 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.

**2.4 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.

**2.5 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. Termination of this Grant shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**2.6 Default.** OUS, by written notice of default delivered to Grantee may terminate the whole or any part of this Grant:

**2.6.1** If Grantee fails to provide services called for by this Grant within the time specified herein or any extension thereof; **or**

**2.6.2** 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.

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.

**2.7 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.

Out-of-state employers must provide Oregon Workers' Compensation coverage for their workers who work in Oregon.

**2.8 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.

**2.9 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.

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.

**2.10 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.

**2.11 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 (postage prepaid) at the addresses set forth on page 5 of this Grant. 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.

**2.13 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.

**2.14 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.

**2.15 Insurance Requirements.** 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 \$1,900,000 per occurrence and auto liability insurance with a minimum limit of \$1,900,000 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.

**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.

**[Redacted], 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:** \_\_\_\_\_

**Contact Information**

Grantee Contact Information	OUS Contact Information
[Redacted]	[Redacted]