



REQUEST FOR APPLICATION #RFA 2013-01

GEAR UP Sustainability Grants

ISSUE DATE: October 21, 2013

CLOSING DATE: December 2, 2013

CLOSING TIME: 4:00 PM Pacific Time

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OUS RFA #2013-01
Section I – Background Information

INTRODUCTION

The Oregon University System (“OUS”) and The Ford Family Foundation are seeking applications from rural Oregon schools or school districts to fund programs that encourage innovative ways to **sustain and build the capacity** of their post-secondary education awareness, readiness, and enrollment efforts (“Applications”). A list of schools eligible to submit Applications is attached to this RFA as Exhibit A (each an “Eligible School,” and together the “Eligible Schools”). Each Eligible School may submit an Application (no more than one successful Application per Eligible School will be funded).

Applications may be submitted at any time before the Closing Date. Applications will be evaluated after the closing date. Funds will be disbursed to Eligible Schools submitting Applications complying with the requirements of this Request for Applications (“RFA”) and furthering The Ford Family Foundation goals set forth in this RFA. This RFA may result in the award of multiple Grants. However, the OUS cannot guarantee that sufficient funds will exist to award every Applicant a Grant.

BACKGROUND

Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP”) is a Federal program designed to help low-income students prepare for, and succeed in, postsecondary education. The Ford Family Foundation has partnered with the OUS to broaden the impact of GEAR UP throughout Oregon by providing additional funding in furtherance of GEAR UP’s goals. Successful Applicants (each a “Grantee”) will be awarded a grant that may be renewable for up to two additional years and will provide funding to **further efforts that lead to sustaining GEAR UP programs** in Eligible Schools (hereafter referred to as a “Program”).

GEAR UP focuses on 5 key areas: 1) Academic rigor and support; 2) Course enrollment information and guidance; 3) Career exploration; 4) Supportive relationships; and 5) College admission and financial aid awareness and assistance.

In 2011, OUS partnered with The Ford Family Foundation to expand and firmly establish GEAR UP into 10 southwest Oregon rural communities. In 2012, The Ford Family Foundation entered into another grant agreement with the OUS with the goal of encouraging long-lasting adoption of GEAR UP in Schools receiving GEAR UP funds. This RFA will award additional funds to Eligible Schools to further embed GEAR UP Programs in schools and complete the goals of The Ford Family Foundation grant. Additional funding will not be awarded to Eligible Schools seeking to continue current programming, or for programming that does not lead to sustainability of GEAR UP.

Examples of Programs The Ford Family Foundation grant seeks to fund include, but are not limited to, the following: investment in revenue generating projects to be used specifically for building and sustaining a culture of post-secondary education; hiring consultants to provide assistance with capacity building activities; innovative ways to enhance community support; entrepreneurship, and creative partnerships. *Note that this is not a continuation grant.*

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.

GRANT FUNDING STRUCTURE

Grants awarded as a result of this RFA will be between \$5,000 and \$15,000 annually (with a maximum award of \$45,000 distributed over three years).

TERM OF GRANT

After the Closing Date, Applications will be reviewed for compliance with the terms of this RFA and evaluated as indicated in Section III. Successful Applicants will receive a Grant becoming effective upon execution. All Grants will extend through August 31, 2014 with the possibility of two annual renewals. However, OUS reserves the right to terminate this Grant upon 30 days notice to the Grantee.

GRANT OVERVIEW

Funds will be awarded to Grantees to support Programs that further the overarching GEAR UP goal of **building and sustaining a culture of post-secondary education** in the Eligible Schools and communities. In addition, Applications that build the capacity of the Eligible Schools to sustain GEAR UP activities beyond the term of this Grant will be looked upon favorably.

The award criteria used to evaluate Applications are set forth in Section III. However, the following outline summarizes GEAR UP's expectations for each proposed Program, and should be accounted for in every Application:

- 1) **Capacity Building.** Activities that will sustain and build the capacity of Eligible School's post-secondary awareness, readiness and enrollment efforts.
- 2) **Adherence to GEAR UP goals.** Programs must adhere with GEAR UP's following overall goals:
 - a. Rigor: ensure that all students have access to a challenging curriculum that adequately prepares them for life beyond high school;
 - b. Right classes: inform students of the coursework needed to successfully pursue the postsecondary training of their choice;
 - c. Relevance: support students' exploration of their career ambitions;
 - d. Relationships: support peer networks, engaging families, and developing positive relationships with students;
 - e. Raising Awareness: promote awareness of postsecondary education selection, admissions, financial aid and other critical steps for entry.
- 3) **Sustainability.** Applications must clearly include a plan for how the Program will be sustained once the Grant funds are expended, if applicable. Applications must clearly show how the Program will lead to the sustainability of a culture of post-secondary education.
- 4) **Programs.** Programs specifically related to building sustainability of services to students, parents, and/or educators.
- 5) **Reporting.** Grantees will be required to:
 - A. Submit monthly invoices with sufficient backup documentation to GEAR UP; and
 - B. Submit periodic reports of progress to GEAR UP.

COMMENCEMENT OF WORK

No Grant activities or work shall commence until a Grant agreement has been fully executed.

CONTACT INFORMATION

The OUS GEAR UP Office is the sole point of contact for clarifications regarding GEAR UP programs described in 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 below:

GEAR UP Questions	OUS Contracts Manager- For Process Questions/Submission of Applications
Stephanie Carnahan, Director GEAR UP Oregon Telephone: (503) 725-2918 Email: Stephanie.Carnahan@ous.edu	Telephone: (503) 725-5770 Email: PACS@ous.edu

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.....October 21, 2013
- Deadline for Protest of SpecificationsNovember 18, 2013 (5:00 pm, PT)
- All Clarifying Questions DueNovember 18, 2013 (5:00 pm, PT)
- Closing DateDecember 2, 2013 (4:00 pm, PT)
- Anticipated Grant Start DateJanuary 2014

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 #2013-01 GEAR UP/FFF Sustainability Grant.”** 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 mail or hand-delivered to the OUS Contracts 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 #2013-01 GEAR UP/FFF Sustainability Grant.”**

The original Application must be signed by an authorized representative of the Applicant (OUS will not accept e-signatures). Alterations or erasures shall be initialed in ink by the person signing the Application. Applications may not be submitted by telephone.

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 hand delivered, mailed, or e-mailed to:

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

E-Mail:
PACS@ous.edu

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 Contracts 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.

4. Addenda: If any part of this RFA is amended, addenda will be provided on the OUS Procurement Gateway website.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

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

13. 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 B – Model GEAR UP Sustainability Grant 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.

14. 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.

15. 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.

16. 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).

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

18. Evaluation Committee: Applications will be evaluated by a committee consisting of representatives from GEAR UP and The Ford Family Foundation. The committee's recommendations will be forwarded to the Oregon University System Chancellor's Office for Grant execution.

OUS RFA #2012-03
Section II – Information Required from Applicants

Submission Format

The template provided in Section IV must be used for Application submission. A Microsoft Word copy of Section IV will be posted at the following site to assist Applicants: <https://secure.ous.edu/bid/>. Please review the entire template before completing it to minimize duplication of information.

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

The Application must also include the following:

1. **Title Page.** The title page should include the information indicated in the template on the first page of Section IV of this document.
2. **Grant Application.** Complete and specific answers to the Grant Application given as Section IV of this document. Please respond by deleting the question(s) and instructions in each section and replacing them with your answer(s) beginning with Question 1. Use additional pages as necessary, subject to the maximum page count of 8 excluding the title and budget pages.
3. **Tax Laws and Non-Discrimination Certification.** Applications must include the signed form include in Section IV of this RFA.

General Tips

- Information should not be repeated unnecessarily.
- Limit cross-referencing between sections.
- Bulleting can be effective; complete sentences are not necessary.
- Use plain and descriptive language.
- Define terms and abbreviations.
- Include measurable objectives and evaluation strategies.
- Make clear cause and effect connections.
- Support statements with facts, data, or references.
- Please be concise and adhere to length restrictions.
- Please address why, what, how and to what benefit?

OUS RFA #2013-01
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 provide the information requested in Section IV may be rejected without further review or evaluation.

1. Review for Responsiveness

Upon receipt of each Application, the OUS Contract Manager will determine the responsiveness of the Application before submitting it to the evaluation committee. If an Application is incomplete or unresponsive, it may be rejected and would not then be submitted to the evaluation committee. The OUS reserves the right to determine if an inadvertent error is solely clerical 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.

2. Criteria

Applications will be evaluated based on the following criteria and questions outlined in the Grant Application:

Criteria	Points
Demonstration of need for the sustainability Program	10
Quality and appropriateness of proposed Program	20
Potential of proposed Program to sustain GEAR UP	20
Quality of evaluation plan	15
Sufficiency of staff and partner involvement	20
Overall quality of Application	15
Total	100

3. Evaluation Committee

Applications will be evaluated by a committee consisting of representatives from GEAR UP and The Ford Family Foundation. The committee's recommendations will be forwarded to the Oregon University System Chancellor's Office for final grant execution.

*****Reminder to include the following with your Application*****

- The complete Grant Application (Section IV).
- Applicant Tax Laws and Non-Discrimination Certification.

OUS RFA #2013-01
Section IV – Grant Application Template

Instructions:

*The cover sheet must be no longer than one page. Include all sections in your Application, in the order given. Italicized instructions and questions – including this paragraph – should be deleted from the your Application. Feel free to use more space than is provided to fill in answers, but do not exceed 8 pages in total, excluding cover sheet, budget page, and attachments. Reviewers greatly appreciate brevity, clarity, and context. **Please use Times New Roman font size 12.***

GEAR UP Cover Sheet for Sustainability Project Grant Application

District Name:	
Participating schools:	

Project Contact:	
Title:	
Address:	
Phone and Email:	

Accounting Contact:	
Title:	
Phone and Email:	

Authorized agent:	
Title:	
Phone and Email:	

OUS RFA #2013-01
Oregon GEAR UP Sustainability Grant Application Template

1) Program Abstract

Summarize your application in no more than 250 words. This summary will be used for web postings and other communications.

2) Needs to be addressed

In determining the need for the Program, the evaluation committee considers the following factors:

- a) The impact of GEAR UP on the Eligible School.*
- b) The components of GEAR UP that this sustainability project will address, and why these components are important to the Eligible School.*
- c) A brief description of the GEAR UP components that are being sustained by means other than this Grant.*

Cite references as appropriate.

3) Project activities and outcomes

*Describe the Program activities to be supported by this Grant. Be specific in terms of the activities, goals, expected outcomes, **and how this will sustain GEAR UP in your community.** Address which of the 5 R's that the activity will focus on.*

4) Evaluation plan

How will you measure the effectiveness of the Program? Be as specific as possible.

5) School and district support

How will your school/district support this Program beyond the funding period? Include statements which outline the district/school support, relationship to other district initiatives, and commitment to maintaining this Program once the funds are no longer available.

6) Participating staff

Please list all staff (name, position) who will be involved in implementing this Program.

7) Partners

- a) List all community and other partners currently involved in your school and describe their involvement;*
- b) List any partners you would like to engage in this Program and why.*

OUS RFA #2013-01

Oregon GEAR UP Sustainability Grant Application Template-Budget Summary Form

Please provide a complete summary and description of proposed expenditures. If requesting multi-year funding, please provide a budget for each year.

Year 1

Budget Categories	Amount	Description
1. Salaries and Wages		
2. Employee Benefits		
3. Travel		
4. Materials and Supplies		
5. Consultants & Contracts		
6. Other		
A. Total Direct Costs: <i>(Sum of lines 1-6)</i>		
B. Total Indirect Costs¹:		
C. Equipment (single items over \$5,000)		
D. Scholarships/Tuition Assistance		
E. TOTAL REQUESTED <i>A + B+ C+D</i>		

Year 2

Budget Categories	Amount	Description
1. Salaries and Wages		
2. Employee Benefits		
3. Travel		
4. Materials and Supplies		
5. Consultants & Contracts		
6. Other		
F. Total Direct Costs: <i>(Sum of lines 1-6)</i>		
G. Total Indirect Costs:		

¹ Applicants requesting indirect costs in their budget are required to have an indirect rate agreement (or be in the process of applying for one) and must provide a copy of their agreement with the application. Moreover, the budgeted amount for indirect cannot exceed the lesser of the applicant agency's indirect rate or 9.2%.

H. Equipment (single items over \$5,000)		
I. Scholarships/Tuition Assistance		
J. TOTAL REQUESTED <i>A + B+ C+D</i>		

Year 3

Budget Categories	Amount	Description
1. Salaries and Wages		
2. Employee Benefits		
3. Travel		
4. Materials and Supplies		
5. Consultants & Contracts		
6. Other		
K. Total Direct Costs: <i>(Sum of lines 1-6)</i>		
L. Total Indirect Costs:		
M. Equipment (single items over \$5,000)		
N. Scholarships/Tuition Assistance		
O. TOTAL REQUESTED <i>A + B+ C+D</i>		

OUS RFA #2013-01
Section VI – Sample Grant and Related Documents

BIDDER/APPLICANT
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
RFA #2011-03

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

Certified Minority, Women, and Emerging Small Business

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

Certificate of Compliance with Tax Laws

I, the undersigned,
(Check one)

hereby certify under penalty of perjury 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 Contractor, and affirm, under penalty of perjury as provided in ORS 305.385(6), that, to the best of my knowledge, the Contractor 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.

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

Tax Identification Number (Federal TIN): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

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

e-mail: _____ Fax: _____

OUS RFA #2013-01

EXHIBIT A
Eligible Schools

<u>District</u>	<u>Middle School</u>	<u>High School</u>
Brookings	Azalea Middle	Brookings-Harbor High
Central	Talmadge Middle	Central High
Coos Bay	Sunset Middle	Marshfield High
Eagle Point	Shady Cove, White Mountain and Eagle Point Middle	Eagle Point High
Glendale	Glendale Jr./Sr. High	Glendale Jr./Sr. High
Hermiston	Armand Larive Middle	Hermiston High
Irrigon	Irrigon Junior/Senior High	Irrigon Junior/Senior High
Jefferson County	Jefferson County Middle	Madras High
La Pine	La Pine Middle	La Pine High School
Lost River	Lost River High	Lost River High
North Marion	North Marion Middle	North Marion High
North Valley	Fleming Middle	North Valley High
Oakridge	Oakridge Junior High	Oakridge High
South Umpqua	Coffenberry Middle	South Umpqua High
Sweet Home	Sweet Home Junior High	
Taft	Taft High 7-12	Taft High 7-12
Three Rivers	Lorna Byrne Middle	Illinois Valley High

OUS RFA #2013-01
Exhibit B – Model GEAR UP Sustainability Grant Agreement
OREGON UNIVERSITY SYSTEM
SUB-GRANT AGREEMENT #

This Sub-Grant Agreement (“Agreement”) 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 (“Sub-Grantee”).

WHEREAS, the OUS has received funding from The Ford Family Foundation for the expansion and strengthen the GEAR UP program in rural communities; and

WHEREAS, the purpose of the GEAR UP is to increase the number of K-12 students who pursue postsecondary education; and

WHEREAS, the OUS is seeking opportunities to fund the sustainability of GEAR UP programs and services in previously funded GEAR UP schools; and

WHEREAS, Sub-Grantee submitted an application and OUS has selected Sub-Grantee’s application for a sub-grant award;

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

ARTICLE I
Grant Parameters

- 1.1 Performance.** Sub-Grantee agrees to perform in accordance with the requirements of GEAR UP RFA # , and the terms of Sub-Grantee’s proposal attached as “Exhibit A” and incorporated by this reference.
- 1.2 Award.** Sub-Grantee’s award shall total \$ payable on a cost reimbursement basis upon presentation of invoices to OUS. Reimbursement shall be for approved costs related to activities shown in Exhibit A.
- 1.3 Sub-Grant Period.** The Sub-Grant Agreement will be effective on the date it has been signed by every party to it and shall terminate on (“Effective Period”).
- 1.4 Reports.** Grantee shall submit yearly report 30 days after project completion or by August 1 of each award year. These reports should use the forms to be provided and shall be delivered electronically as stated on the report form.
- 1.5 Grantee’s Coordinator.** Sub-Grantee’s Coordinator is . Any changes in the project coordinator must be approved, in writing, by OUS.
- 1.6 Accounting and Funds Usage.**
 - 1.6.1** Sub-Grantee shall expend funds to complete program objectives and activities only as specified in Exhibit A. Funds for items not specified in Exhibit A must be approved by OUS in writing prior to costs being incurred.
 - 1.6.2** Sub-Grantee shall maintain accounting and programmatic records of the project in accordance with generally accepted accounting principles.

1.6.3 Sub-grantee may submit periodic (monthly or quarterly) invoices for reimbursement. Backup documentation for invoices will be required on an as-needed basis.

- 1.7 Publicity and Press Releases.** When issuing statements, press releases, and other documents describing projects funded in whole or in part with Sub-Grant, Sub-Grantee must clearly state the dollar amount and percent of the total costs of the project/program which will be financed with Sub-Grant funds and the dollar amount and percent of the total costs of the project/program that will be financed by non-governmental sources. Please note that statements, press releases, and other documents should indicate that funds came from the GEAR UP Program.
- 1.8 Responsibility for Disallowed Costs.** Sub-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 Sub-Grantee. Disallowed costs are any costs not approved in this Sub-Grant or in Sub-Grantee's application or approved amendments thereto.

ARTICLE II

General Sub-Grant Provisions

- 2.1 Independent Contractor Status.** Sub-Grantee agrees that in all matters relating to this Sub-Grant Agreement, 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 Sub-Grant Agreement. Sub-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 Sub-Grant Agreement, ownership shall reside with the Sub-Grantee at the Effective Period end.
- 2.3 Payment of Obligations.** Sub-Grantee agrees the work will be completed in compliance with all provisions of this Sub-Grant Agreement, 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.** Sub-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 Sub-Grantee under this Sub-Grant Agreement. Sub-Grantee shall retain all right, title and interest in all materials, data, information or works produced by Sub-Grantee under this Sub-Grant Agreement.
- 2.5 Termination.** This Sub-Grant may be terminated by mutual consent of both parties or by OUS upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this Sub-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 Sub-Grantee may immediately terminate the whole or any part of this Grant:
- 2.6.1** If Sub-Grantee fails to provide services called for by this Sub-Grant within the time specified herein or any extension thereof; **or**
- 2.6.2** If Sub-Grantee fails to perform any of the other provisions of this Sub-Grant, or fails to pursue the work so as to endanger performance of this Sub-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.

2.6.3 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 Sub-Grant.

2.7 Insurance. Unless covered by a State of Oregon administered Insurance Fund, Sub-Grantee shall secure at its own expense and keep in effect during the term of this Sub-Grant either comprehensive general liability insurance with a broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 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.

2.8 Worker's Compensation. Sub-Grantee and all employers providing work, labor or materials under this Sub-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.

2.9 Applicable Laws. Sub-Grantee shall comply with all federal, state, county and local laws, ordinances and regulations applicable to this Sub-Grant. Without limiting the generality of the foregoing, Sub-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.

2.10 Access to Records, Compliance. Sub-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 Sub-Grant. The Oregon Secretary of State, OUS and their authorized representatives shall have access to the books, documents, papers, and records of Sub-Grantee which are directly pertinent to the Sub-Grant for the purpose of making audit, examination, excerpts and transcripts.

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

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

2.12 Notice. Except as otherwise expressly provided in this Sub-Grant Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mail (postage prepaid), to Sub-Grantee or the OUS at the address or number set forth on page 5 of this Sub-Grant Agreement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. To be effective against the OUS, email notices must be confirmed by telephone notice to the OUS. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

2.13 Tax Compliance Certification. Sub-Grantee hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Sub-Grantee's knowledge, Sub-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. Sub-Grantee understands that the Board has adopted policies applicable to grantees that prohibit sexual harassment and accepts that Sub-Grantee’s company/institution and its employees are required to adhere to the Chancellor’s Office policy prohibiting sexual harassment in their interactions with members of the Oregon University System community.

THIS SUB-GRANT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS SUB-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 SUB-GRANT. SUB-GRANTEE, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS SUB-GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

, Sub-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 for Notice:

Sub-Grantee	GEAR Up
	