

The State Board of Higher Education Acting by and through the
UNIVERSITY OF OREGON
("University")

REQUEST FOR PROPOSAL
("RFP")

RFP Title: **RFP for Provision of Facilities and Administrative
Cost Rate Proposal Services**

RFP Number: **PCS# 600000-0576-RFP**

Issuing Office: **Purchasing and Contracting Services
720 East 13th Avenue, Suite 302
Eugene, OR 97401
submit1@uoregon.edu**

Closing Date and Time: **January 10, 2014, 5:00 pm (Pacific Time)**
Proposals must be received by the Issuing Office, no later
than the Closing Date and Time.
Postmarks will not be considered.

SECTION 1 – GENERAL INFORMATION

1.1. **General Purpose.** University is soliciting proposals from qualified proposers (“Proposer(s)”) for support and expertise related to the preparation, submission and negotiation of the University’s Facilities and Administrative (F&A) Rates Long Form Proposal to the Federal Government (the “Rate Proposal”). The desired outcomes of the work to be performed is the continuous assurance of compliance with applicable federal regulations, completeness of federal filings related to F&A rates, consistency (where applicable and appropriate) in cost allocation methodologies, accounting policies and procedures, and interpretations and application of related regulations affecting the accuracy of the Rate Proposal and maximization of F&A cost recovery. The University desires to negotiate a full (uncapped) F&A research rate to be used with Department of Defense contracts as provided for in their regulations as well as the regular capped F&A rates to be used for other federal agencies. Expected deliverables are listed in “Scope of Services,” below.

1.2. **Closing Date and Time.** All Proposals must be received by University’s Issuing Office by 5:00 pm (Pacific Time) on or before January 10, 2014 (“Closing Date and Time”). Postmarks will *not* be considered. Electronic submissions of Proposals are encouraged. The Issuing Office’s mailing/delivery address and email address are listed on the cover page and in the “Issuing Office” Section below.

1.3. **Issuing Office.** The University’s Purchasing and Contracting Services department is the Issuing Office for this RFP. Proposals may be submitted manually or electronically to the Issuing Office at the following addresses:

Purchasing and Contracting Services
720 East 13th Avenue, Suite 302
Eugene, OR 97401
submit1@uoregon.edu

Issuing Office hours for receipt of manually submitted Proposals are Monday through Friday 8 a.m. to 5 p.m. Eugene, Oregon local time.

1.4. **General Responsibilities of Proposers.**

1.4.1. **Clarifications for Proposer.** For additional information or clarification of requirements contact (in accordance with the requirements set forth in Section 4.2 below) the requesting University department:

Patrick Jones
Associate Vice President for Research, Finance & Business Administration
6213 University of Oregon
Eugene, OR 97403-6213
khaila@uoregon.edu

Bruce Abrahamson
CAFAR Manager, Business Affairs Office
PO Box 3237
Eugene, OR 97403-0237
BAO.Accounting@uoregon.edu

- 1.4.2. **Monitoring.** 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 limitations, extensions of the 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 is not required to issue individual notifications.
- 1.4.3. **Representations, Certifications and Acknowledgments.** For consideration, **you must submit your Proposal with a completed and signed Representations, Certifications and Acknowledgments by the Closing Date and Time.** A blank form of the Representations, Certifications and Acknowledgements for you to complete, sign, and submit is attached to this RFP as **Exhibit A.**
- 1.5. **Definitions.** As used in this Request for Proposal (unless otherwise stated), the capitalized terms shall have the meanings set forth in OAR 580-061-0010.

SECTION 2 – SCOPE OF SERVICES

2.1. Statement of Services.

- 2.1.1. **Provide Advice and Assistance:** Contractor will provide advice to the University throughout the fiscal year and during the Rate Proposal preparation process regarding federal regulations, best practices and effective methodologies for constructing the Rate Proposal and its supporting documentation. Contractor will provide assistance in preparing data, analyzing and identifying potential inconsistencies and constructing the Rate Proposal and its supporting documentation.
- 2.1.2. **Review Rate Proposals:** Contractor will review the Rate Proposal prepared by University for compliance with federal regulations and will advise the University on modifying the Rate Proposal to ensure compliance and consistency (where necessary or appropriate), and to improve the F&A reimbursement rate requested with the Rate Proposal where possible.
- 2.1.3. **Assist with the Negotiation Process:** Contractor will assist the University in the negotiation process with the cognizant agency, the United States Department of Health and Human Services (HHS) by meeting with the University’s staff before the negotiation begins to discuss strategy, assisting in defining the negotiation plan, attending all negotiation meetings with HHS-DCA, assisting University personnel in presenting and negotiating the Rate Proposal, and supporting the University in responding to HHS-DCA requests for information, response or additional supporting documentation and corrections during the negotiation.
- 2.1.4. **Designate a Project Manager:** Contractor will designate a Project Manager to be responsible for coordination of Contractor’s activities with University’s representative, Patrick Jones, Associate Vice President for Research Finance and Business Administration.

2.1.5. **Provide Expertise:** Contractor will provide advice and expertise to University on processes and methodologies to improve future Rate Proposals.

2.2. **Anticipated Term.** It is anticipated that the term of the contract awarded under this RFP, will be for one year and six months initial term, with the option, in University's discretion, to extend the contract for one additional one-year period, for a total possible contract term of two years and six months.

2.3. **Firm Pricing.** If awarded a contract, proposal pricing must be held firm for the one year and six months of the initial contract term.

2.4. **Price Escalation.** The contract to be awarded will allow the pricing to be updated on the first day of the one-year of renewal option, if exercised by the lesser of the yearly increase of the Consumer Price Index published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor of three percent. Comparisons shall be made using the index entitled "All Urban Consumers: Portland-Salem, OR-WA" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for a date which is twelve months prior to the adjustment date.

SECTION 3 – PROPOSER SUBMITTALS AND OTHER REQUIREMENTS

3.1. Overview.

3.1.1. Proposer **MUST** submit the information required or requested in this Section in accordance with the procedures and instructions set forth in this RFP.

3.1.2. Mandatory and Evaluated Information.

3.1.2.1. Submittals may be designated as Mandatory "(M)" or Evaluated "(E)", or both "(M/E)".

3.1.2.2. **Mandatory Requirement.** If the submittal is marked "**(M)**" or with the words "must," "shall," or "will", the submittal is mandatory and the Proposer **MUST** meet this requirement. The determination as to whether the Proposer meets the mandatory requirement 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.

3.1.2.3. **Evaluated Specification.** If the submittal is marked "**(E)**", the submittal is evaluated and Proposers are expected to provide comprehensive written responses to the evaluated specifications. Points will be awarded based on the degree to which the University's evaluators determine that the Proposer meets the evaluated specification. A Proposer that does not respond to an evaluated specification will receive no points for that specification.

3.1.3. **Mandatory/Evaluated Specification.** If the submittal is marked "**(M/E)**", Proposer must provide a response and the submitted response is evaluated pursuant to the terms set forth in the above Section.

3.2. Cover Letter. Proposer must submit a cover letter summarizing the Proposal. **(M)**

- 3.3. Contact Information.** Proposer must submit the name and title of its primary contact regarding this RFP, the business name, the primary address, the primary contact's telephone number, and the primary contact's email address. **(M)**
- 3.4. Key Personnel.** Proposer must provide a list of personnel who will be assigned to this project. This list will include each individual's name, title, qualifications, areas of expertise, experience with projects of similar scope and nature and a concise business biography or resume. The persons listed in response to this section may, at University's discretion, be designated as key personnel subject to the key personnel clause in the final contract. Additionally, please include projected increases in staff during the contract period. **(M/E)**
- 3.5. Management Procedures.** 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, **Patrick Jones, Associate Vice President for Research Finance and Business Administration** and other University staff involved in the F&A Rate Proposal preparation. Also, please provide any other information deemed necessary for the fulfillment of the awarded contract. **(M/E)**
- 3.6. Entity Verification.**
- 3.6.1. 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)**
- 3.6.2. If Proposer is an entity other than a sole proprietorship and the entity was not organized or incorporated in the State of Oregon, Proposer must submit 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 California could go to the California 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)**
- 3.7. Financial Capability.** 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's sole discretion to determine if evidence submitted is sufficient to determine financial capability or to deem a Proposer responsible to perform under a contract. 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)**

3.8. Qualifications.

- 3.8.1. Proposer must submit information detailing how Proposer meets the qualifications identified in Section 2 above, and any other information deemed necessary for Proposer to perform the contract, including a firm resume, and a description of the resources available to Proposer to perform the contract. **(M/E)**
- 3.8.2. Proposers must submit verification 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)**
- 3.8.3. Proposer must submit a description of the Proposer's experience performing projects similar in type and magnitude to the subject of this RFP. Proposer's description must include a minimum of three examples demonstrating the above experience. **(M/E)**
- 3.8.4. Proposer must submit work samples of similar projects (e.g. photographs, literature, schematics, report samples, etc.). **(M/E)**
- 3.8.5. Proposer must submit information detailing Proposer's experience in providing F&A cost rate proposal services.
- 3.8.6. Proposer must submit information detailing Proposer's experience in preparing uncapped F&A rates for use with Department of Defense contracts and their negotiation.
- 3.8.7. Proposer must submit information detailing Proposer's experience with interpretation and application of Generally Accepted Accounting Principles and Federal Accounting Practices as applied to public colleges and universities.
- 3.8.8. Proposer must submit information detailing Proposer's experience with successful negotiations with cognizant agencies.

3.9. References. Proposer must submit a list of three clients and contact information for whom similar projects have been completed by the Proposer. These clients may be contacted by University for an evaluation and assessment of the Proposer's performance. **(M/E)**

3.10. Goods/Services Offered. Proposer must submit a full description of (i) how Proposer would approach this project, and (ii) all deliverables identified in Section 2 above, which Proposer would provide under a contract awarded pursuant to this RFP. **(M/E)**

3.11. Proposed Timeline. Proposer must submit a proposed timeline with breakdown of time allocated for delivery of all deliverables identified in Section 2 above. **(M/E)**

3.12. Itemized Budget of Cost Estimates. Proposer must submit an itemized budget of cost estimates for individual items to be provided under a contract awarded pursuant to this RFP as well as total estimated price for the work contemplated under this RFP. **(M/E)**

- 3.13. Other Proposer Requirements.** 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 Section. 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)**
- 3.14. Representations, Certifications and Acknowledgements.** Proposer must submit a completed and signed Representations, Certifications and Acknowledgments. A blank form of the Representations, Certifications and Acknowledgments for you to complete, sign, and submit is attached to this RFP as **Exhibit A.** **(M)**
- 3.15. Acknowledgement of Addenda.** Proposer must acknowledge that Proposer has received, reviewed, and agrees to all of the terms conditions added to this RFP via any and all Addenda that are posted on the OUS website.
- Any Addenda including, without limitations, extensions of the Closing Date and Time will be posted on the OUS website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>. Proposers are responsible for monitoring the OUS website on a periodic basis for any and all modifications to this RFP.
- 3.15.1. Addenda Posted Prior to Proposer’s Submission of Proposal.** Proposer must either (i) check the “Acknowledgement of Addenda” box on the Representations, Certifications and Acknowledgments, or (ii) sign and submit a copy of each Addendum. **(M)**
- 3.15.2. Addenda Posted After Proposer’s Submission of Proposal.** If Proposer has already submitted a Proposal, Proposer may (i) modify the previously submitted Proposal (in accordance with the procedures set forth in Section 4 below) to include a signed copy of each Addendum not previously acknowledged, or (ii) withdraw the previously submitted Proposal (in accordance with the procedures set forth in Section 4 below). **(M)**

SECTION 4 – PROPOSER INSTRUCTIONS AND PROPOSAL PROCEDURES

- 4.1. Overview.** Proposer MUST comply with all Proposal procedures and follow all Proposer instructions set forth in this Section.
- 4.2. Requests for Change.**
- 4.2.1. Timing.** Requests for change or protests of solicitation specifications or contract provisions must be received by University, in writing, no later than seven (7) calendar days prior to the Closing Date and Time. No requests for change or protests of solicitation specifications or contract provisions will be considered after the deadline stated above.
- 4.2.2. Requirements.** 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 Title, RFP Number and the Closing Date and Time. University reserves the right to amend this RFP, extend the Closing Date and Time, or deny the request or protest.

- 4.2.3. **Proposer Requests Not Addenda.** Only documents issued as Written Addenda by University serve to change the RFP in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP. University will post Addenda on the OUS website.

4.3. **Proposal Preparation.**

- 4.3.1. **Completeness.** 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.”
- 4.3.2. **Organization.** Proposal responses must follow the organization and format described in this RFP. 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.
- 4.3.3. **Writing and Signature.** 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 Representations, Certifications and Acknowledgments. No verbal Proposals will be accepted.

4.4. **Proposal Submission.**

- 4.4.1. **Form.** Proposals may be submitted manually or electronically.
- 4.4.1.1. **Electronic Submissions.** Proposers are encouraged to submit their Proposals electronically to the e-mail address provided on the cover page and in Section 1, above. The subject line must clearly state that it is a “**PROPOSAL**”, noting the RFP Title, RFP Number, and the 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. **Do not submit electronic copies through use of a Drop Box account or other such Web or cloud based product.** All Proposals submitted electronically must be submitted by individuals with authority to legally bind the Proposer.
- 4.4.1.2. **Manual Submissions.** Proposers submitting manually must submit two (2) 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, Representations, Certifications and Acknowledgments, and Proposal are submitted **MUST** be

clearly marked “**PROPOSAL**”, noting the RFP Title, RFP Number, and the Closing Date and Time. All manual submissions will be made to the address as indicated in Section 1 of this RFP.

4.4.2. **Consistency.** Proposers are strongly encouraged to utilize the same method of submission, either manual or electronic, throughout the solicitation process (e.g. if your Proposal was submitted electronically, Proposers are encouraged to submit modifications and requests to withdraw via e-mail; if your Proposal was submitted manually, requests for modification or withdrawal should be submitted manually).

4.4.3. **Receipt of Proposal by University.** All Proposals must be received by University’s Issuing Office by the Closing Date and Time. Postmarks will not be considered.

It is Proposer’s responsibility to ensure that the Proposal is received by University at the required delivery point (as indicated in Section 1 of this RFP), prior to the Closing Date and Time, regardless of method used to submit the Proposal.

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.

4.5. **Proposer’s Costs.** University is not responsible for any costs of Proposers incurred in connection with submitting or presenting a Proposal. All Proposers who respond to solicitations do so solely at their own expense.

4.6. **Binding Offer.** Submission of a Proposal constitutes a firm, binding and irrevocable offer for a period of ninety (90) calendar days following the Closing Date and Time.

4.7. **Modification of Proposal by Proposer.** 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 “**PROPOSAL MODIFICATION**,” and must display the RFP Title, RFP Number, and the Closing Date and Time. Verbal modifications or corrections will not be recognized or considered.

4.8. **Withdrawal of Proposal by Proposer.** 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 Title, RFP Number, and the Closing Date and Time.

4.9. **Public Records / Property of University.** 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.

- 4.10. Trade Secrets.** 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 requesting University 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 response will be deemed available for disclosure to the public.

- 4.11. University's Right to Amend.** University reserves the right, at its option, to amend this RFP. Any Addenda including, without limitations, extensions of the Closing Date and Time will be posted on the OUS website, under "Business Opportunities," accessible at <https://secure.ous.edu/bid/>. Proposers are responsible for monitoring the OUS website on a periodic basis for any modifications to the RFP. University is not required to issue individual notifications.
- 4.12. University's Right to Reject.** 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.
- 4.13. University's Right to Cancel.** University reserves the right, at its option, to cancel this RFP.

SECTION 5 – EVALUATION AND AWARD

- 5.1. Evaluation by Committee.** Proposals will be evaluated by a committee consisting of representatives of the requesting University department, and/or other interested individuals, as University deems appropriate ("Committee").

5.2. Initial Evaluation.

5.2.1. **Completeness and Compliance of Proposal.** Proposals will be evaluated for completeness and compliance with the mandatory requirements of this RFP. Those Proposals that meet Mandatory (M) requirements are considered “responsive”.

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.

5.2.2. **Responsibility of Proposer.** Proposers will be evaluated for their demonstrated ability to perform responsibly under a contract awarded pursuant to this RFP. At the discretion of the University, those Proposers who satisfactorily demonstrate their ability to perform responsibly under a contract awarded pursuant to this RFP are considered “responsible”.

Those Proposers who are unable to satisfactorily demonstrate to University that they are able to perform responsibly under a contract awarded pursuant to this RFP are considered “non-responsible”.

5.3. Criteria Evaluation. Responsive Proposals received from responsible Proposers will be further evaluated by the Committee. For each of these Proposals, the Committee will allocate points (up to the designated Maximum Available Points) for the following criteria, and calculate the Proposal’s total score:

	Criteria to Be Evaluated	Maximum Available Points
1	Key Personnel, Management Procedures, Qualifications, Goods/Services Offered, and Timeline (see Sections 3.4, 3.5, 3.8, 3.10, 3.11)	70 Points
2	References (See Section 3.9)	20 Points
3	Price of proposal (See Section 3.12)	10 Points
	TOTAL:	100 Points

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.

5.4. Competitive Range Evaluation.

5.4.1. **Establishing a Competitive Range.** Based on the total scores calculated in accordance with Section 5.3 above, the Committee will establish a range of Proposals which are deemed to have a reasonable likelihood of being selected for award (“Competitive Range”). 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 email address provided in the Proposal. If no response is received by University within 24 hours after the notification is sent, a follow-up phone call will be made to the Proposer via the phone number provided in the Proposal. If no response is received by University within 48 hours after the initial notification is sent, the Proposal may be removed from the competitive range. University will provide written notice of such removal to the Proposer.

- 5.4.2. ***Evaluating Competitive Range Proposals.*** 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 January 27, 2014, as scheduled by University. 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.

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.

- 5.5. **Final Determination.** After considering and assessing all factors it deems relevant, the Committee will make a recommendation to Dr. Kimberly Andrews Espy, Vice President for Research and Innovation, and Dean of the Graduate School, who will then make a decision as to how to proceed.

University plans to award this project to the firm or individual who best meets the overall selection criteria detailed in this RFP. University reserves the right to make its final decision based upon the solution that best meets the University's needs. The lowest cost Proposer may not be awarded a contract.

- 5.6. **Award Notice.** The apparent successful Proposer will be notified in writing of its status and a contract will be provided to the apparent successful Proposer, in substantially similar form to the one included with this RFP as **Exhibit B**. All other Proposers will be notified in writing that the apparent winning Proposal has been selected.

University anticipates that the Award Notice will be released on or about February 24, 2014 ("Anticipated Award Notice Date").

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

SECTION 6 – CONTRACT AWARD

- 6.1. **Separate Contract.** The contract award will be pursuant to a separate contract which will include terms and conditions substantially as set forth in the draft contract attached to this RFP as **Exhibit B.**
- 6.2. **Modification of Form Contract.** If you have questions, concerns or proposed modifications regarding any of the terms and conditions contained in this RFP, including the attached form of contract, you must address those during the time prescribed for questions, changes, or protests as set forth in Section 4 above.
- 6.3. **No additional or Supplemental Terms or Conditions.** 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 contract, and the Proposer's authorized signature affixed to its Proposal attests to this.
- If you condition your Proposal on any additional terms and conditions, which have not been accepted by a written Addendum to the RFP, your Proposal may be deemed non-responsive.
- 6.4. **University Review.** 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 intended award.

EXHIBIT A
RFP for Provision of Facilities and Administrative Cost Rate Proposal Services
PCS# 60000-0576-RFP

(Must Complete, Sign and Submit with your Proposal by the 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 proposed shall be firm for three months after the Closing 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 Proposal 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 on 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 were 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 #
None of the Above

Signature: _____

Dated: _____

Name: _____

Title: _____

Firm: _____

Address: _____

E-mail: _____

Phone: (____) _____

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

EXHIBIT B

RFP for Provision of Facilities and Administrative Cost Rate Proposal Services

PCS# 60000-0576-RFP



UNIVERSITY OF OREGON

**UNIVERSITY OF OREGON
PERSONAL SERVICES CONTRACT**

Contract No. [INSERT UNIQUE # FOR TRACKING OF CONTRACT]

This Personal Services Contract (“**Contract**”) is between the State Board of Higher Education acting by and through the University of Oregon (“**University**”) and Contractor indicated below (“**Contractor**”). University and Contractor are each a “Party” and collectively “Parties.”

Contractor Information

Full Legal Name or Business Name:
[FULL LEGAL NAME OF CONTRACTOR]
Mailing Address used for Tax Reporting:
Street/PO Box:
City: State:
Zip Code:
E-mail Address:
Office Phone Number:
Cell Phone Number:
(please indicate which phone number is your primary number)

Additional Terms & Attachments

Attachment A: Personal Services Contract Standard Contract Provisions can be found at: <http://pcs.uoregon.edu/content/forms> and is incorporated by this reference and made a part of this Contract.
 Attachment B: **Statement of Work**
 Attachment C: **Compensation**
 Attachment D: **Insurance Requirements**
 Attachment E: **Photography Contract Provisions**
 Other:

Statement of Work:

See Attachment B.

Please completely fill out all data fields:

Department Name: _____

Prepared by: _____

Preparer’s Phone Number: _____

Contract Term. This Contract will become effective [EFFECTIVE DATE], or the date of last signature below, **whichever is later**. Unless earlier terminated or extended, this Contract will expire on [END DATE].

Contract Fee/Honorarium:

Check one:

- Fixed Fee: \$[INSERT FIXED FEE]
- Variable Fee: \$[INSERT STRUCTURE]

Expenses:

- University will reimburse Contractor’s expenses, including travel, up to the following not to exceed (NTE) amount of*†: [INSERT TOTAL NTE AMOUNT FOR ALL EXPENSES]. Individual itemized expenses may be revised, but total amount reimbursed may not exceed the NTE listed above.
- University will pay Contractor’s expenses directly to third parties, on Contractor’s behalf, up to the following not to exceed (“NTE”) amount of*†: [INSERT TOTAL NTE AMOUNT FOR DIRECT PAY.].

Contract Maximum Compensation: \$[INSERT GRAND TOTAL]**

Interim payments paid to Contractor (if checked use **Attachment C**). If this box is not checked only one fee/ honorarium payment will be made under this Contract.

*Unless boxes are checked reimbursements or expenses will not be paid under this Contract.

† Subject to the limitations of University’s published reimbursement rates found at the following web address: <http://ba.uoregon.edu/content/travel-reimbursement>

**Contract Maximum Compensation includes the sum of all fees and reimbursements paid to Contractor and all expenses paid by University on behalf of Contractor.

By my signature below I am accepting the terms and conditions of this Contract and I certify that I am not a University of Oregon or Oregon University System employee, I am an independent contractor, and I understand the tax and legal implications of this Contract and that payments under this Contract will be reported on Form 1099.

Signature of Contractor _____ Date Signed: _____

Printed Name and Title of Contractor _____

University:

By: _____ Printed Name: _____

Date: _____ Title: _____

**UNIVERSITY OF OREGON
PERSONAL SERVICES CONTRACT
ATTACHMENT B**

STATEMENT OF WORK:

[ADD TEXT HERE TO COMPREHENSIVELY DESCRIBE ALL SERVICES INCLUDING TASKS AND DELIVERABLES TO BE PROVIDED BY CONTRACTOR, TIMELINE AND BENCHMARKS FOR RECEIPT OF SUCH TASKS AND DELIVERABLES, STARTING WITH "Contractor will . . ."]

**UNIVERSITY OF OREGON
PERSONAL SERVICES CONTRACT
ATTACHMENT C - COMPENSATION**

The maximum compensation under this Contract as indicated on the first page of this Contract includes all fees, honorariums and expenses reimbursed or paid directly on behalf of the Contractor as listed below. Any increase in compensation under this Contract must be preceded by written amendment signed by a University Contract Officer. The amendment detailing additional work and/or reimbursements must be signed by a University Contracts Officer **prior to** Contractor performing any such work or incurring any such reimbursable expenses and prior to the expiration date of this Contract. Payment for all work under this Contract is subject to OAR 580-061-0050.

Check all boxes that apply:

Variable Fee. Compensation will be determined by the following rate structure: [PROVIDE RATE OF PAYMENT, SUCH AS \$_____ per deliverable.]

Reimbursement (Leaving this box unchecked indicates that no reimbursements will be made under this Contract). Contractor will be reimbursed for the following itemized expenses:

1. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]
2. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]
3. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]
4. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]
5. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]

To receive these reimbursements (check one):

- Contractor will provide receipts or documentation of all expenses to University and will be reimbursed subject to the applicable limits found at the following web address:
<http://ba.uoregon.edu/content/travel-reimbursement>.
- Contractor will fully describe any expenses listed within Contractor's Invoice. Contractor will maintain original receipts. All such payments under this section will be reported by University on Form 1099.

Direct Payment of Contractor Expenses (Leaving this box unchecked indicates that no direct payment by University of Contractor's expenses will be made under this Contract). University will directly pay the following itemized expenses, subject to the applicable limits found at the following web address: <http://ba.uoregon.edu/content/travel-reimbursement>. Contractor *will not be* reimbursed for these expenses and these expenses *will be* included as part of the "Maximum Compensation" amount indicated on the first page of this Contract:

1. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]
2. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]
3. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]
4. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]
5. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]

Interim Payments (Leaving this box unchecked indicates that no interim payments will occur. If making interim payments, at least 10% of total payment may not be paid until all work is completed.) Interim payments will be allowed. Payment will be made to Contractor following University's review and approval of billings submitted by Contractor. Interim payments will be made according to the following schedule:

- [PROVIDE A DETAILED SCHEDULE OF PAYMENTS REFERENCING BENCHMARKS AND TIMELINE LAID OUT IN THE STATEMENT OF WORK IF APPLICABLE]
- Final Payment of [PERCENTAGE OF AT LEAST 10]% will be paid to Contractor upon completion and University's acceptance of all work under this Contract.

ATTACHMENT D
PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS
(Only complete when insurance is required)

During the term of this Contract, Contractor will maintain in full force at Contractor's own expense the insurance indicated below and fulfill the following requirements:

1. **General Liability Insurance** **Required by University** **Not Required by University**
Contractor will obtain comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, with a minimum combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate or \$2,000,000 for each occurrence and \$5,000,000 aggregate covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, and contractual liability coverage for the indemnity provided under this Contract. It will provide that University and officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract (See Paragraph #4 of this Attachment).
2. **Commercial Auto Liability Insurance:** **Required by University** **Not Required by University**
Commercial automobile liability insurance with a minimum combined single limit of \$1,000,000 for each accident and \$2,000,000 aggregate for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles, as applicable.
3. **Professional Liability Insurance:** **Required by University** **Not Required by University**
Examples to consider: attorney, physician, dentist, counselor, architects, etc. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or \$2,000,000 per occurrence and \$5,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract. If this insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months. Only a certificate is required.

If in the presence of minors: **Required by University** **Not required by University**

In addition to the above professional liability insurance requirements, above, Contractor's professional liability insurance policy will contain provisions for coverage of allegations of corporal punishment, sexual abuse, and molestation.

4. Insurance; Certificates of Insurance and Endorsements.

Contractor will obtain insurance policies issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. Contractor's liability insurance, except for professional liability insurance, will be arranged on an "occurrence" basis. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Upon request by University, Contractor must provide to University a Certificate of Insurance from the insuring company evidencing insurance coverage required by this Contract. The "Description of Operations" must include (using the following exact language) the "**State Board of Higher Education acting by and through the University of Oregon, their officers and employees**" as additional insured. The certificate will provide that the insurance company will give a 30-days' written notice to University if the insurance is cancelled or materially changed.

Upon request by University, Contractor will provide to University an endorsement from the insuring company, naming (using the following exact language) the "**State Board of Higher Education acting by and through the University of Oregon, their officers and employees**" as additional insured. If requested, complete copies of insurance policies will be provided to University.

5. **Notice of cancellation or change.** Contractor will not cancel, materially change, reduce limits, or fail to renew the insurance coverage(s) without 30-days' written notice from the Contractor or insurer(s) to University, Contract Manager at the following address: 720 E. 13th Avenue, Suite 302, Eugene, OR 97401.