



**INFORMAL REQUEST FOR PROPOSAL  
No. DL168004P**

**Executive Search Firm for Executive Director,  
University Shared Services Enterprise**

**PROPOSAL DUE DATE AND TIME:**  
January 13, 2014 (3:00 PM, PT)

OSU Procurement, Contracts and Materials Management Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.  
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## **1.0 GENERAL**

### 1.01 SCHEDULE OF EVENTS

- Issue Date ..... December 23, 2013
- Deadline for Requests for Clarification or Change ..... January 6, 2014 (3:00 pm, PT)
- Proposal Due Date and Time ..... January 13, 2014 (3:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

### 1.02 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Informal Request for Proposal (IRFP). Address all concerns or questions regarding this solicitation to the Administrative Contact identified below.

### 1.03 ADMINISTRATIVE CONTACT

Name: Debora Lauer  
Title: Purchasing Analyst II  
Telephone: 541-737-7343  
Fax: 541-737-2170  
E-Mail: [Debora.Lauer@oregonstate.edu](mailto:Debora.Lauer@oregonstate.edu)

### 1.04 DEFINITIONS

As used in this solicitation, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Informal Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Informal Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to the Informal Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to the Informal Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Informal Request for Proposal as the deadline for submitting Proposals.
- f. "Informal Request for Proposal" (IRFP) means the document issued to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Informal Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

PCMM is seeking Responsive Responsible Proposers to submit Proposals for an Executive Search Firm for Oregon State University's Search for Executive Director, University Shared Services Enterprise.

### 2.02 BACKGROUND

The University Shared Services Enterprise (USSE) was created in 2013 by the Legislative Assembly of the State of Oregon. Founded on principles that support its development, implementation and ongoing role in Oregon's higher education community, it is a customer-focused entity that exists as a means to advance the goals of the Oregon State Board of Higher Education, namely to increase the number of Oregonians with degrees as a means of improving education service and reducing cost. Its primary motivators are to keep tuition for Oregon students as low as possible and to add value for its education institution customers. The

USSE is also authorized to extend services beyond the public university members to other Oregon institutions of higher education, as experience and demand increase.

Campuses have individual responsibility, separate from the USSE, for administration of health and welfare benefits provided by the Oregon Public Employees Benefit Board (PEBB) and for state pensions provided by the Oregon Public Employees Retirement System (PERS). Similarly, campuses administer employee leave programs and tuition reduction benefits.

The seven public universities founding the USSE include Eastern Oregon University, Oregon Tech, Oregon State University, Portland State University, Southern Oregon University, University of Oregon, and Western Oregon University. In the 2012-13 academic year the universities had 13,500 full-time employees and 101,000 students, and an operating budget of roughly \$2.7B.

Beginning in 2014 a University Shared Services Enterprise (USSE) will offer Oregon's seven public universities a suite of services, including Risk Management, Employee Benefits, Labor Relations, Financial Accounting and Reporting, Treasury Operations and Payroll. In addition, certain information technology services will be managed for four regional and technical universities within the group of public universities.

Functional areas under the Executive Director include Risk Management, Labor Relations, Employee Benefits, Computer Operations, and Financial Accounting and Reporting.

### 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

## **3.0 STATEMENT OF WORK**

### 3.01 SAMPLE CONTRACT

Sample contract containing a statement of work and contractual terms and conditions is included as Exhibit A.

## **4.0 PROPOSER QUALIFICATIONS**

### 4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- ❖ Executive Search Firm specializing in providing executive recruitment services to colleges, universities, independent schools and not-for-profit organizations.

### 4.02 PREFERRED QUALIFICATIONS

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- ❖ Experience with land-grant universities, particularly OSU aspirational peers. Our aspirational peers include:
  - University of Arizona
  - University of California, Davis
  - Cornell University
  - University of Illinois
  - Michigan State University

- The Ohio State University
- Penn State University
- Purdue University
- Texas A&M University
- University of Wisconsin

## 5.0 REQUIRED SUBMITTALS AND EVALUATION

### 5.01 REQUIRED SUBMITTALS

Proposers should submit the following information:

- ❖ Submittal letter detailing how Proposer meets the minimum and preferred qualifications.
- ❖ Response to OSU’s Statement of Work (Exhibit A, Attachment B) in regards to both specific deliverables and timeline in order to achieve successful outcome.
- ❖ Narrative describing the firm’s history and an overview of services.
- ❖ Description of firm’s record of successful searches for Executive Director positions at universities.
- ❖ Description of how the firm will work and partner with the OSU search committee.
- ❖ Description of how applicants will be identified, recruited and screened.
- ❖ Description of how the firm will ensure that we have a diverse applicant pool, including the firm’s record with diverse hires.
- ❖ Information about the key staff who will be involved in this contract.
- ❖ Information regarding any services that could or would be outsourced beyond the firm’s staff.
- ❖ Exhibit B, Certifications, fully completed.
- ❖ Exhibit C, Three references from other land-grant universities, relevant to the work that will be performed in this contract.
- ❖ Exhibit D, Pricing, Estimated budget/financial proposal detailing all expenses related to carrying out this Contract, including desired payment schedule

### 5.02 EVALUATION

This is a multistage evaluation. OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Proposer’s deemed non-Responsive will be notified in Writing, identifying the reason(s) the Proposal is non-Responsive. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following evaluation criteria. Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the required Statement of Work	40
Proposer’s qualifications relative to the preferred qualifications	10
Firms history and description of services	20
Price of the goods or services	30
<b>Total</b>	<b>100</b>

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU’s opinion, best meets the requirements and qualifications of the IRFP and OSU’s needs.

### 5.03 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and

workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

## **6.0 INSTRUCTIONS TO PROPOSERS**

### **6.01 APPLICABLE STATUTES AND RULES**

This IRFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

### **6.02 REQUESTS FOR CLARIFICATION OR CHANGE**

Requests for clarification or change of the IRFP must be in Writing and submitted to PCMM at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the IRFP by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the IRFP Number and Title.

### **6.03 ADDENDA**

Only documents issued as Written Addenda by PCMM serve to change the IRFP in any way. No other direction received by the Proposer, written or verbal, serves to change the IRFP document. If you have received an IRFP you should consult PCMM, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addendum into their final Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

### **6.04 PREPARATION AND SIGNATURE**

Proposals should be Written and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the IRFP and all Exhibits and Addenda to the IRFP.

### **6.05 PUBLIC RECORD**

Upon completion of the IRFP process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.50 (2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

### **6.06 SUBMISSION**

Proposals must be submitted no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the IRFP No., IRFP Title and the Proposal Due Date and Time. Proposals may be mailed to Oregon State University, Procurement, Contracts and Materials Management, 644 SW 13th Street, Corvallis, OR 97333-4238, faxed to (541) 737-2170 or e-mailed in PDF format to the individual identified on the first page of this IRFP. It is highly recommended that a Proposer confirms receipt of the Proposal with the administrative contact noted above. In the event that a Proposal is late due to OSU fault, if a Proposer can provide proof of on-time submittal (e.g. an email or fax confirmation with a time/date stamp) then a (re)submittal will be allowed, provided an award has not already been made.

### **6.07 PROPOSALS ARE OFFERS**

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the IRFP, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days, unless otherwise specified herein. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer.

6.08 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the IRFP, Exhibits, and Addenda. OSU may reject all Proposals if it is in the best interest of OSU to do so.

6.09 PROPOSAL PREPARATION COSTS

OSU is not liable for costs incurred by the Proposer during the IRFP process.

6.10 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the contract when deemed to be in the best interest of OSU.

**EXHIBIT A  
SAMPLE CONTRACT**

**OREGON STATE UNIVERSITY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract # 168004

This Contract is entered into by and between the State of Oregon acting by and through its Board of Higher Education on behalf of Oregon State University (OSU/Institution) for its (Department) and (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed \$ to be paid at the rate of \$ /hour to Contractor by OSU, Contractor agrees to perform between date of last signature and , inclusive, the following personal and/or professional services: See attachment B for Statement of Work (SOW)

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OUS Standard Contract Provisions and  Attachment B; SOW  Attachment C;  Other Attachments \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

INSURANCE: the minimum limit is \$ 1M

Type required:  CGL  AUTO  Professional

**THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.**

**OSU**

**CONTRACTOR**

\_\_\_\_\_  
OSU Department Head Date  
(Typed Name):

\_\_\_\_\_  
Signature Date  
Typed Name:  
Address:

\_\_\_\_\_  
OSU Procurement Supervisor Date  
*Edward Hyatt, CPPO, CPPB*

Phone:  
Banner Vendor ID No.:  
U.S. Tax Identification No.:  
Contractor is a: (Check One)  
 Resident U.S. citizen  
 Resident non-U.S. citizen (Green Card Holder)  
 Non-U.S. citizen  
 Partnership  
 Corporation  
 Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable. Rev 11-/09
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**ATTACHMENT A**  
**DEPARTMENT OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS**

**ACCESS TO RECORDS.** Contractor 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 in the performance of this Contract. The Oregon Board of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

**ASSIGNMENT.** Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

**AVAILABILITY OF FUNDS.** Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

**CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**COMPLIANCE WITH APPLICABLE LAW.** Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

**CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**DUAL PAYMENT.** Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

**EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**HAZARD COMMUNICATION.** Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Institution of Higher Education, the Institution, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

**INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

**INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. 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. The State of Oregon, acting by and through the State Board of Higher Education on behalf of the Institution and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability 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.

**NOTICES AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

**OVERDUE PAYMENTS.** Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

**SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

**SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(1), that to the best of Contractor's knowledge Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and the Tri-Metropolitan District Self-Employment Tax.

**TERMINATIONS.** This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (b) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**FOREIGN CONTRACTOR.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**FORCE MAJEURE.** Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**WAIVER.** The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

**APPROVALS.** In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

**RECYCLING.** In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

**WORKERS' COMPENSATION.** All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**



## **ATTACHMENT B STATEMENT OF WORK**

### 1.01 Statement of Work

The Successful Proposer/Contractor shall provide Executive Search services that meet the following deliverables and timeline detailed below:

#### Deliverables:

- Recruit and screen qualified candidates:
- Work with OSU search committee to build an excellent applicant pool by identifying applicants/candidates for search committee review and provide candidate profiles.
- Prepare detailed reports in regards to candidate strengths and weaknesses to search committee.
- Facilitate interviews of candidates
- Conduct reference checks
- Assist in negotiations in regards to salary and benefits

#### Timeline:

- Build the applicant pool: January 2014 – February 2014
- Narrow the application pool to a list of 6 to 8 excellent candidates so that airport/Skype interviews may be conducted in March 2014
- Narrow the pool further so that 2-3 excellent finalists may interview on campus in April 2014

The goal is for the Executive Director to start their appointment on July 1, 2014, but the University understands that search timelines are often adjusted as the search progresses, and that an August or September start date may occur.

### 1.02 Payment

Proposals which require payment by OSU in less than 30 days after receipt of invoice may be rejected.

### 1.03 Travel

Contractor shall make its own travel arrangements in performance of the Contract. Expenses which exceed the budget for travel shall be pre-approved by OSU.

### 1.04 Publication

Contractor will not include the OSU name or trademarks in any advertising, sales, promotion, or other publicity matter without prior written approval of OSU.

### 1.05 Parking

All contractors, vendors and commercial vehicles doing business on the OSU campus are required to have a permit to park, whether utilizing designated street parking or parking in the parking lots. The permits may be applied for at Transit & Parking Services, located in Adams Hall, 606 SW 15<sup>th</sup> St. There are various permits available, contact Transit & Parking Services for current prices.

**EXHIBIT B  
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to thirty one percent (31%) backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Informal Request for Proposal and all Exhibits and Addenda to the Informal Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Informal Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with Proposal.

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

If Proposer is awarded a Contract from this Informal Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone:(\_\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_ Fax:(\_\_\_\_\_)\_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 2**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 3**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**EXHIBIT D  
PRICING**

Budget/financial proposal detailing all expenses related to carrying out this contract

ITEM	DESCRIPTION OF SERVICES	PRICE
	Professional Fee	
	Administrative Fee	
	Advertising Costs	
	Consultant Travel	
	Candidate Travel	
	Other Fees as appropriate:	
	<b>TOTAL PRICE</b>	<b>\$</b>