



**REQUEST FOR QUALIFICATIONS  
No. DL168287RFQu**

**OSU Seed Services Outsourcing Program**

**QUALIFIED POOL**

For the time period:  
April 1, 2014 – July 1, 2014

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement and Contract Services (PaCS)  
644 SW 13th Street  
Corvallis, Oregon 97333  
(541) 737-4261

## **1.0 INTRODUCTION**

### 1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Qualified Pool of Oregon State University Seed Services Approved Outsourcing Labs (OSUSS AOL) for the OSU Seed Services Outsourcing Program. Consultants accepted into the pool are prequalified to provide sampling and testing services to Oregon State University (OSU) in areas such as the Grass Seed Industry.

Acceptance into the Qualified Pool only signifies an entity has prequalified and does not obligate OSU to issue a contract. Contracts will be issued on a case by case basis as projects occur.

### 1.02 OSU Background:

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, 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.

### 1.03 Seed Services Background:

OSU Seed Services (OSUSS) is comprised of the OSU Seed Lab, the Oregon Seed Certification Service and the Foundation Seed Project. In Oregon the seed industry requires a fast turn-around time between when seed lots are packaged and the time the shipping containers are backed up to the warehouse. OSU Seed Services must be able to deliver timely sampling and testing services to this fast moving industry. A delay in seed lab testing can limit the sale of a seed lot. Therefore, an outsourcing plan has been developed to provide an additional method of seed testing if the turnaround time at the OSU Seed Lab is eight or more working days. See Exhibit A for details on Accreditation for the Approved Outsourcing Labs Program.

## **2.0 SCOPE OF WORK AND REQUIRED QUALIFICATIONS**

### 2.01 Sample Contract.

Contractors selected from the Qualified Pool to perform services will be issued a separate contract. A sample contract is included at Exhibit B.

### 2.02 Required Qualifications.

Due to the scope of work and the nature of this Qualified Pool, the minimum required qualifications are as follows:

- Must be an established seed testing lab with OSUSS accepted seed testing equipment, business phone, FAX and current IT technology, including computers, internet and web access.
- The lab must have been testing seed in purity and germination for at least three years
- Must be familiar with seed species commonly certified in Oregon.
- Must be qualified as an Approved Outsourcing Lab (AOL) as defined in this document.
- Must have at least one Registered Seed Technologist (RST) or a Certified Seed Analyst (CSA) in germination and purity.

### 2.03 Qualified Pool Time Period.

The time period for entities to apply into the Qualified Pool will be open for the period April 1, 2014 – July 1, 2014. At any point during this time period, entities who wish to participate in the Qualified Pool may submit their qualifications and will be notified upon acceptance into the pool. To keep this program manageable, up to three qualified AOL's will be chosen from the Qualified Pool, the pool will then close to new entries. Entities

not chosen to participate in the AOL program will be maintained in the Pool. Acceptance into the pool does not obligate OSU to issue a contract nor does it require the applicant to accept a contract.

#### 2.04 Contract Issuance.

Oregon State University will issue contracts to those participants in the Qualified Pool that best meet the requirements of the individual departmental projects. Performing work without a fully executed Contract may result in non-payment of work performed, or termination of an impending contract.

### **3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION**

#### 3.01 Required Submittals:

In order to be considered as a participant in this Qualified Pool, entities must submit the following

- Introduction letter indicating how your company meets the required qualifications
- Resume or curriculum vitae of key personnel.
- Completed Exhibit C
- Completed Exhibit D
- Completed Exhibit E

\*Complete all of the requirements of Exhibit A (this will be done after your submittal has been qualified).

#### 3.02 Submittal Location:

Completed Submittals may be mailed, e-mailed or faxed to the following:

Oregon State University  
Procurement and Contract Services  
Attn: Debora Lauer  
644 SW 13<sup>th</sup> Street  
Corvallis, Oregon 97333  
Fax: (541) 737-2170  
Telephone: (541) 737-7343  
E-mail: [Debora.lauer@oregonstate.edu](mailto:Debora.lauer@oregonstate.edu)

#### 3.03 Review

Procurement and Contract Services shall review entities submittals to determine if the qualifications set forth in the Request for Qualifications have been met. If the entity meets the qualifications, Procurement and Contract Services will send a letter of acceptance as a participant into the Qualified Pool. If the entity does not meet the qualifications, Procurement and Contract Services will send a letter of rejection including the grounds for rejection and a statement of the appeal rights and deadlines pursuant to OAR 580-061-0130. Acceptance into the Qualified Pool does not entitle the participant to the award of a Contract.

#### 3.04 Selection of Contractors from Qualified Pools.

OSU departments may use a Qualified Pool to make direct appointments, obtain quotes, conduct interviews or request presentations depending on the nature and requirements of the departmental project.

#### 3.05 Termination.

Procurement and Contract Services may discontinue or terminate a Qualified Pool at any time by giving notice to all participants in the Qualified Pool.

### **4.0 INSTRUCTIONS**

#### 4.01 Provisions and Requirements:

This Request for Qualifications and resulting contract(s) are subject to the provisions and requirements of the applicable Oregon Revised Statutes, the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

4.02 Right to Reject:

OSU reserves the right to reject any submittal or to reject all submittals at any time prior to OSU's execution of a Contract if it is determined to be in the best interest of OSU to do so.

4.03 Change or Modification/Addenda:

Any change or modification will be in the form of addenda. Only documents issued as addenda by the OSU Procurement and Contract Services (PaCS) Department serve to change the RFQu in any way. No other direction received; written or verbal, serves to change the RFQu. Note: if you have received an RFQu you should consult the OSU Procurement and Contract Services Department to assure that you have not missed any addenda announcements. Addenda are not required to be returned, however, prospective participants are responsible to make themselves aware of, obtain and incorporate any changes made in any addenda issued. Failure to do so may cause the submittal to be rejected.

4.04 Preparation and Submission:

Submittals shall be prepared in ink and shall be signed by an authorized representative.

4.05 Withdrawal:

Submittals may be withdrawn in writing on company letterhead signed by an authorized representative and received by PaCS prior to contract issuance. Submittals may also be withdrawn in person prior to contract issuance upon presentation of appropriate identification.

4.06 Agreement to Requirements, Terms and Conditions:

By submission, Entities agree to all requirements, terms and conditions contained in the Request for Qualifications.

4.07 Preparation Costs:

OSU shall not be liable for any costs incurred in the preparation of submittals and any subsequent presentations or negotiations.

4.08 Investigation of References:

OSU reserves the right to investigate the references and the past performance of any Entity with respect to its successful performance of similar services and compliance with specifications and contractual obligations. OSU reserves the right to consider past performance, historical information and fact, whether gained from the Entities submittal, question and answer conference, references, OSU or any other source in the evaluation process.

4.09 Notice to Proceed:

Any award of a Contract resulting from this Request for Qualification will be made only by written authorization from OSU.

<b>EXHIBIT A</b> <b>ACCREDITATION FOR THE APPROVED OUTSOURCING PROGRAM</b>
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**Introductions**

OSU Seed Services (OSUSS) is comprised of the OSU Seed Lab, the Oregon Seed Certification Service and the Foundation Seed Project. In Oregon the seed industry requires a fast turn-around time between when seed lots are packaged and the time the shipping containers are backed up to the warehouse. OSU Seed Services must be able to deliver timely sampling and testing services to this fast moving industry. A delay in seed lab testing can limit the sale of a seed lot that must be available for use or shipment within days or weeks. Therefore, an outsourcing plan has been developed to provide an additional method of seed testing if the turnaround time at the OSU Seed Lab is eight or more working days.

The success of this outsourcing program depends upon participating labs testing Certified samples correctly and completing test results in a timely manner. Therefore OSU Seed Services will provide an accreditation program to ensure that approved labs are providing accurate testing of Certification samples.

**Scope**

Seed testing laboratories accredited by OSU Seed Services must participate in the accredited seed lab monitoring program. The scope of the monitoring includes 1) review of the application to the program, 2) review of the lab's quality manual, 3) an initial on-site audit, 4) validation sample review, 5) continuous monitoring of approved labs which include on-site audit every three years and yearly validation and check samples successfully performed.

The monitoring program will be used to determine the ability of the accepted seed testing laboratory to provide seed testing services for the OSUSS program. Once approved, the seed testing laboratory must satisfactorily complete periodic testing requirements as noted in this contract. Any testing or process deficiencies identified during the monitoring will be communicated back to the seed testing laboratory. The laboratory will notify OSUSS within fourteen days of training of methods used to correct any deficiencies and how that will maintain the performance standards of the OSUSS program.

**Requirements**

- To receive full consideration, a laboratory must submit its application by April 1<sup>st</sup> of each year (exception: April 30, 2014) before each harvest season; all appropriate documents must be submitted at this time
- A quality manual must be submitted by the laboratory before each on-site audit. The quality manual will be returned after completion of the auditing process.
- Validation samples will be sent to any lab that satisfactorily completes the application and has approval of their quality manual. The lab must perform the testing and provide the results before June 1 of each year
- All labs must successfully complete an on-site audit. For labs that are applying to the program and initial on-site audit will be performed before June 1 of each year.
- Each approved lab will have one or more individuals capable of entering testing data into the OSU seed services database online.
- Each approved lab must sign an OSU contractor's agreement.

**Suspension**

The laboratories that do not complete the approval process or fail to meet the deadlines will be suspended until corrective actions are taken. Validation sample results that do not score well enough will also be reason for suspension of the laboratory.

## **Scope of Work:**

### **Proficiency samples**

Multiple five-gram samples of tall fescue, perennial ryegrass and fine fescue species will be sent to each laboratory each year. The results of the testing will be entered into the OSU certification database website. Results include a germination, purity with inert, other crop seeds, weed seeds and a fluorescence test results from the perennial ryegrass samples.

One industry sample each of tall fescue, perennial ryegrass and a fine fescue species may also be sent for testing. The participating laboratory will mix and divide the sample, perform the testing and report the results on the OSU database website. A seed ID test which comprises of 25 different seed species will also be performed. Images of the seeds or seed samples will be provided to each lab. Results will be scored and the final score will help determine if that laboratory is able to participate in the program.

Each participating laboratory will test all samples within two weeks of receipt. The following factors will be compared: 1) germination percentage, 2) inert percentage, 3) number of other crops, and 4) number of prohibited noxious weeds. All testing will follow AOSA rules.

### **Auditor responsibility**

Purity and germination results will be compared using the tolerance tables in the AOSA Rules for Testing Seed. Results will be determined as either “in-tolerance” or “out-of-tolerance.” The results of the testing will be sent to each laboratory within three weeks. Any noncompliance must be rectified within four weeks of being notified.

### **Accredited lab responsibility**

Each accredited lab must conduct internal monitoring. This will include verifying the proficiency of each analyst’s performance. Internal monitoring must be planned, conducted and reported on an ongoing basis during the term of the contract.

Records of the internal proficiency monitoring and any corrective action taken to improve an analyst’s proficiency must be maintained on file for verification by the OSUSS auditor. Establishing and/or continuing an accepted internal proficiency monitoring program is a requirement to maintain accreditation status.

### **Reporting of results**

A deadline will be listed on the proficiency testing report form. Each laboratory will send the raw data from the proficiency testing to OSU Seed Service by the deadline or the laboratory will fail in its proficiency testing.

Any extenuating circumstances which would not allow a lab to meet the deadline must be reported to OSUSS at least one day prior to the deadline date. Each laboratory is responsible to provide correct results for their own testing. Laboratories will not be able to change the results once they are submitted.

**EXHIBIT B  
SAMPLE CONTRACT**

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

Department Contract # 168287

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 **Crop and Soil Science** (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 \$ \_\_\_\_\_ /sample to Contractor by OSU, Contractor agrees to perform between date of last signature and **March 31, 2017**, inclusive, the following personal and/or professional services: See Exhibit A for scope of work to be provided on a "as-needed" basis.

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;  Attachment C;  Other Attachments \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

INSURANCE: the minimum limit is \$ \_\_\_\_\_ 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): **Dr. Russ Karow**

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

\_\_\_\_\_  
OSU Contract Officer Date

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

\_\_\_\_\_  
Department of Justice Date  
(Only for contracts over \$100,000)

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.

**EXHIBIT C  
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**

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and 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.

**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 Request for Proposal and all Exhibits and Addenda to the 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 Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

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

Date: \_\_\_\_\_

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

Telephone:(\_\_\_\_\_)\_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

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

Business Designation (check one):

Corporation     Partnership     LLC     Sole Proprietorship     Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm:     Yes     No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

**EXHIBIT D  
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 E  
PRICING**

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

<b>Crop</b>	<b>AOSA Purity/Noxious (fee)</b>	<b>AOSA Germination and includes fluorescence test in ryegrass (fee)</b>	<b>AOSA TZ (fee)</b>	<b>*Special Tests (fee) either ammonia test or ploidy test</b>
Tall fescue				
Perennial Ryegrass				
Annual Ryegrass				
Orchardgrass				
Chewings fescue				
Red Fescue				
*Blue fescue				
*Sheep fescue				
*Hard fescue				
*Ploidy Test				
	<b>TOTAL PRICE</b>			<b>\$</b>