



**INFORMAL REQUEST FOR PROPOSAL
No. DL178242P**

**Development of an Oregon State University (OSU)
Multi-Campus Natural Hazards
Mitigation Plan – Pre-Disaster Mitigation (PDM)**

PROPOSAL DUE DATE AND TIME:
September 17, 2015 (3:00 PM, PT)

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 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 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date September 3, 2015
- Deadline for Requests for Clarification or Change September 10, 2015 (3:00 pm, PT)
- Proposal Due Date and Time September 17, 2015 (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 Request for Proposal. 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

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 Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to the Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to the Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) 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 Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts, and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for Development of a Hazard Mitigation Plan.

2.02 BACKGROUND

The OSU Department of Emergency Management is seeking to develop OSU's Hazard Mitigation Plan in accordance with FEMA's requirements for local hazard mitigation plan in 44 CFR 201.6. The final product will allow OSU to develop comprehensive mitigation strategies to reduce risks to OSU's facilities and people based on the plan's analysis of natural hazards and the level of risk they pose to OSU. The approved plan will allow OSU to compete for future pre- and post-disaster FEMA mitigation grants to reduce the risk facing OSU's facilities, students and staff.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is 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 26,000 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

A sample contract (Exhibit A) containing the contractual terms (Attachment A) and the Statement of Work (Attachment B) are included. The Proposer will enter into a not-to-exceed contract that fulfills all deliverables and the final plan product.

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.

- a. Ability to create and produce ArcGIS and AutoCAD data files

4.02 PREFERRED QUALIFICATIONS

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

- a. Experience working within Oregon's Hazard Mitigation planning process
- b. Experience in successfully developing FEMA-approved hazard mitigation plans in Oregon
- c. Well documented experience in quantitative evaluation of natural hazards and risks for buildings and infrastructure, especially for schools and /or colleges/universities, for the full range of natural hazards that could pose a threat to OSU's facilities and people.
- d. Thorough familiarity with FEMA's grant programs, including Public Assistance and the pre- and post-disaster mitigation grant programs and a history of providing technical support for successful FEMA mitigation grant applications in Oregon.
- e. Previous experience with hazard mitigation planning and mitigation grants for OSU and/or other public entities in Benton, Lincoln, or Deschutes counties.

5.0 REQUIRED SUBMITTALS AND EVALUATION

5.01 REQUIRED SUBMITTALS

Proposers should submit the following information:

- Description of how the services offered specifically satisfy the statement of work described in Exhibit A, Attachment B.
- Detailed information about how the Proposer meets the qualifications described in section 4.
- Exhibit B: Certifications fully completed.
- Exhibit C: References fully completed.
- Exhibit D: Pricing fully completed

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 Statement of Work	45
Proposer's qualifications relative to the qualifications	45
Price of the services	10
Total	100

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 RFP 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 RFP 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 Informal Request for Proposal 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 Informal Request for Proposal 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 RFP Number and Title.

6.03 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the RFP in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP document. If you have received an Informal Request for Proposal 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 RFP and all Exhibits and Addenda to the RFP.

6.05 PUBLIC RECORD

Upon completion of the Request for Proposal 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 received in the PCMM office no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the RFP No., RFP 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 Administrative Contact noted above. It is highly recommended that a Proposer confirms receipt of the Proposal with the Administrative Contact noted above.

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 RFP, 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 RFP, 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 RFP 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 # 178242

This Contract is entered into by and between Oregon State University (OSU/Institution) for its Enterprise Risk Services - Emergency Preparedness (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 by monthly invoicing with summaries of work accomplished and reporting of hours and expenses, to Contractor by OSU, Contractor agrees to perform between date of last signature and _____, inclusive, the following personal and/or professional services: Development of an Oregon State University (OSU) Multi-Campus Natural Hazards Mitigation Plan – Pre-Disaster Mitigation (PDM), see Attachment B, Statement of Work. This PSC is a result of DL178242P.

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, OSU 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 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

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
OREGON STATE UNIVERSITY 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. OSU and the federal government and their respective 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 OSU and its officers, board members, employees, and agents 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.

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. OSU and its officers, board members, employees, and agents shall be included as 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.

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.

RECYCLED PRODUCTS: Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

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 a Hazard Mitigation Plan that meets the following deliverables and timeline detailed below:

Item	Task	Deliverable	Timeline
1) Planning Process	<p>Coordinating with OSU Emergency Management, develop OSU Steering and Work committees, with representatives from the Corvallis, Newport, and Bend campuses to aid in development of the OSU plan. There can be 3 separate committees or any combination thereof, as decided by OSU and the Contractor. The Contractor, guiding the Committees, will develop a work plan to accommodate all aspects of the mitigation planning process, including:</p> <ol style="list-style-type: none"> 1) Identify a campus project 'lead' and develop a plan development steering committee(s); 2) Have project leads and steering committee members attend Contractor led introductory mitigation planning training; 3) Invite adjacent jurisdictions to participate in the planning process; 4) Facilitate and document local steering committee meetings; 5) Develop and implement public participation processes; 6) Develop strategies for integrating mitigation planning within existing plans and policies; 7) Compile and interpret the best available hazard data and maps for each hazard posing significant threats to one or more OSU facilities; 8) Combine hazard data with available campus-level and building-level inventory data for OSU facilities to evaluate risks from each hazard posing threats to OSU facilities; 9) Create a final draft of the natural hazards mitigation plan; and 10) Develop an effective plan implementation, maintenance, and updating work plan. 	Finalized work plans and schedules	October - December 2015

Item	Task	Deliverable	Timeline
2) Hazard Identification	<p>The Contractor will work with Oregon State University Facilities and Planning resources, OSU academia, local, regional, state and federal partners (OR – OEM, DOGAMI, DLCD, Federal – FEMA – RiskMap, USGS, USFS, NOAA, and others) to identify and compile the best available hazard data for each campus and regions that have OSU facilities present. The hazard assessment will include consideration of the impacts of climate change.</p>	<p>Compile best available natural hazard data and maps for OSU’s facilities.</p>	<p>December 2015 – March 2106</p>
3) Risk Assessment	<p>The Contractor will assess the level of risk from each natural hazard to OSU’s three campuses and other facilities, to the extent practicable based on the available hazard data and facility inventory data.</p> <p>The Contractor and OSU will determine how many and where the Contractor will quantitatively evaluate selected buildings to refine the vulnerability assessment and develop suggestions and priorities for future mitigation projects to reduce risk, with an emphasis on protects potentially eligible for FEMA funding or funding under Oregon’s Seismic Rehabilitation Grant Program.</p> <p>As feasible, on-site visits to evaluate OSU properties/facilities will be conducted to verify planning assumptions. Depending upon the Steering Committee guidelines and budget, visits could be to the 13 Experiment and Extension/Experiment stations or inclusive of all 36 county sites. The Contractor will develop a plan describing how to maximize the evaluation effort of OSU’s buildings.</p>	<p>Contractor develops an inventory of OSU inventory and risk.</p>	<p>December 2015 – June 2016</p>
4) Mitigation Strategy	<p>Information from the hazard and risk assessments will be used as rationale for the development of risk-reduction actions and development of the OSU natural hazard mitigation plan.</p> <p>Contractor will work closely with the OSU Work and Planning Committee(s) to define mitigation goals, objectives, and action items and to prioritize desired mitigation measures to reduce risks form natural hazards.</p>		<p>April – June 2016</p>

Item	Task	Deliverable	Timeline
	<p>The prioritization of mitigation action items will be based on the goals and objectives, the risk assessments and other factors, including historical importance, functional importance, benefit-cost analyses, non-hazard related remodeling plans and other factors.</p>		
<p>5) Conduct community forums</p>	<p>The contractor will facilitate OSU and community work sessions throughout the contract period to conduct training, identify campus risk-reduction actions and incorporate the results of the sessions into the mitigation plan.</p>	<p>Committee and Community sessions completed</p>	<p>April – June 2016</p>
<p>6) Plan preparation</p>	<p>The Contractor will create and review the plan to identify opportunities to integrate with the Statewide Natural Hazard Planning Goal (Goal 7) Oregon’s State Hazard Mitigation Plan and county/city plans for locations with OSU facilities. The Contractor will review the final plan for compliance with 44 CFR 201.6.</p> <p>The Contractor will provide OSU with training on how to implement, monitor, evaluate progress and update the mitigation plan after it has been adopted. Training could also include OEM’s plan implementation and Hazard Mitigation Assistance grant training that focuses on FEMA’s project grant opportunities, benefit-cost-analysis and grant application process.</p>	<p>Training conducted, crosswalk produced, and draft final plan produced for submittal to OEM and FEMA.</p>	<p>April – June 2016</p>
<p>7) Plan Adoption and Final plan review</p>	<p>The draft final OSU Mitigation Plan will be submitted to Oregon Emergency Management (OEM) for review and then sent by OEM to FEMA for review.</p> <p>The Contractor will be responsible for addressing content changes and requests for information from reviewers until the plan is accepted by FEMA.</p> <p>OSU will formally adopt the mitigation plan after approval by FEMA.</p>	<p>Final plan completed, including any edits required by OEM and/or FEMA.</p>	<p>July 2016</p>

1.02 Travel

Contractor shall make its own travel arrangements in performance of the Contract. Contractor will not exceed federal (FEMA) per diem rates for meals. State/OSU lodging rates will be used to the extent possible (if consultant qualifies and/or discounted rates are available at time of booking). OSU will only reimburse up to the federal (FEMA) rate for lodging.

1.03 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.

1.04 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 15th St. There are various permits available, contact Transit & Parking Services for current prices.

1.05 Federally Required Provisions

To the extent applicable, Contractor shall comply with the following provisions:

- (a) Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (b) Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (c) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (d) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for a contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- (e) Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

**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 Oregon 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: _____

REFERENCE 2

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

REFERENCE 3

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

**EXHIBIT D
PRICING**

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

ITEM	DESCRIPTION OF SERVICES	PRICE
	Professional Fee per person <ul style="list-style-type: none"> • Billing rate(s) • Number of anticipated hours 	
	Overhead markup	
	Consultant Travel <ul style="list-style-type: none"> • Description and quantity of estimated trips 	
	Direct Costs estimate (itemize) <ul style="list-style-type: none"> • Printing • Shipping • Etc... 	
	Other Fees or Costs as appropriate (itemize)	
	TOTAL PRICE	\$