



**INFORMAL REQUEST FOR PROPOSAL
No. JD183793IP**

**Regional Class Research Vessel (RCRV)
Financial Viability Analysis of Proposers**

PROPOSAL DUE DATE AND TIME
August 23, 2016 (3:00 PM, PT)

SUBMITTAL LOCATION

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

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.

ELECTRONIC SUBMITTAL ADDRESS

Joshua.dodson@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date..... August 5, 2016
- Deadline for Requests for Clarification or Change..... August 18, 2016 (3:00 pm, PT)
- Proposal Due Date and Time..... August 23, 2016 (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: Joshua Dodson
Title: Procurement Contract Officer
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@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 OSU Standard 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 expert consulting services to provide a financial viability analysis of responsive proposers to Stage 1 of the OSU procurement for the Construction of Regional Class Research Vessels (RCRV). Stage 1 of the RCRV procurement is the Request for Qualifications and Technical Proposals.

2.02 BACKGROUND

The RCRV project is the acquisition of up to three 193' vessels for general purpose oceanographic research focused on the coastal ocean (the Project). The RCRVs, as part of the University-National Oceanographic Laboratory System (UNOLS), will be modern well-equipped vessels for essential coastal ocean research in regions of the continental United States and Alaska. OSU intends to issue a Request for Proposals (RFP) (formal competitive process) to select a single United States (US) shipyard to construct the RCRV(s). OSU will employ

a best value procurement process in selecting a shipyard. A best value procurement process allows OSU to consider qualitative factors in addition to price or cost.

The RCRV RFP process will involve two competitive stages. Stage 1 of the RFP involves the submittal, evaluation and scoring of Proposer qualifications and technical Proposals. OSU will score the Proposals based upon specified evaluation criteria. Stage 1 will conclude with OSU's identification of the competitive range of qualified Proposers for the construction of the RCRV. During Stage 2 of the RFP, OSU will issue a Request for Cost Proposals (RCP) to the selected competitive range of qualified Proposers, as determined by Stage 1. Cost Proposals will be submitted based upon Proposer plans submitted in the Stage 1. OSU will score Cost Proposals based upon quantitative formulas presented within the RCP. To determine a total score for each Proposer, OSU will combine final Proposal scores from Stage 1 and Stage 2. OSU will perform a best value analysis of the final combined evaluation results. OSU intends to select the highest scoring Responsive, Responsible Proposer, providing the **best value** to OSU, qualifications, technical, and cost factors considered. This solicitation is for consulting services to provide a financial viability analysis of Responsive Proposers to the RCRV RFP for Stage 1. OSU is interested in identifying any fatal flaws in the financial viability of Proposers for the RCRV RFP.

It is anticipated that the RFP for the RCRV will be posted in mid-August, while this solicitation is in progress. Proposers may access documentation associated with the above referenced RCRV RFP at **bid.oregonstate.edu** after it has been posted.

As a reminder, Proposers who participate in this solicitation are excluded from participating in the RCRV procurement. Excerpt of the terms and conditions from Exhibit A, Attachment A is listed below.

'EXCLUSION REQUIREMENT. As required by the Federal Procurement Standards to eliminate an unfair competitive advantage, the Contractor shall not compete for the RCRV procurement and OSU may exclude Contractor from competing for the RCRV procurement, including but not limited to, as a prime contractor, subcontractor or vendor.'

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 containing a statement of work and contractual terms and conditions is included in 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.

- a. Must be able to meet the stated Deliverables Completion Dates, provided in the Statement of Work, Section 1.01, item number 3. The Statement of Work is provided in Attachment B to Exhibit A.
- b. Firm Qualifications/ Experience minimums:

- Performed financial viability evaluations of proposers for at least 3 separate procurements for the construction or major refit, or overhaul (lengthening, repowering and repurposing) of American Bureau of Shipping (ABS) Classed or Coast Guard inspected ocean-going marine vessels.
- c. Key Personnel:
- Minimum of 5 years of financial viability evaluation in the marine environment related to ship construction.
 - Must have the education and be licensed and/or certified as required by industry standards to perform the financial viability review services.

5.0 REQUIRED SUBMITTALS AND EVALUATION

5.01 REQUIRED SUBMITTALS

Proposers must submit the following information and should CLEARLY indicate where it is located within their Proposal package:

- Detailed information about how the Proposer MEETS THE MINIMUM QUALIFICATIONS described in Section 4.
- A PROJECT UNDERSTANDING statement containing any suggestions or special concerns that OSU should address for a successful project.
- A description of the PROPOSED APPROACH to accomplish the work. Show how all required tasks are to be completed, including approach where appropriate. Proposers should clearly distinguish between their Proposal to prepare the Financial Viability Analysis as a response to this RFP and the actual Financial Viability Analysis content.
- WORK PLAN. Show how all required tasks are to be completed, including approach where appropriate.
- A DETAILED STATEMENT OF WORK which must include the following elements at a minimum and should contain any additional Statement of Work (SOW) tasks the Proposers sees as necessary for the successful completion of the project:

A “Pass” or “Fail” financial viability rating with the identification of strengths and weaknesses and any fatal flaws in the financial condition for each Responsive Proposer to the RCRV RFP supported and documented by the following reviews:

1. Financial Statements Review - Review of financial statements and aging summary for issues that raise financial concerns.
 - Relative size and position of the Proposer within the industry.
 - Calculation of key industry financial ratios and analysis of each Proposer’s performance relative to its peers.
2. Credit Report Review:
 - Review of the report for issues that raise financial concerns.
 - Review of Dun and Bradstreet rating.
3. Financial Capacity Review:
 - Review of shipyard backlog, past projects, work in-progress.
 - Review of Surety Letter(s) and credit limits (program limit, project limit, and current program capacity).

4. Organization Review: Review of financial department organization chart and résumés of key financial personnel.
5. Questionnaire Responses Review: Questionnaire is filled out by the RCRV Proposer and will be reviewed for issues that raise financial concerns.
6. Interviews: Interviews and possible site visits may be used to follow up on issues and concerns raised during the review of the submitted reports and questionnaire. Interviews would be with:
 - Chief Financial Officer
 - Proposer's Certified Public Accountant
 - Surety representative
 - Proposer's Bank representative

Note: The RCRV RFP Stage 1 Proposals will request information from Proposers to support the reviews described above.

- A project team ORGANIZATION CHART identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager (PM). The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Subcontractors, if any, shall be identified with the same requirements as the prime Contractor.
- Proposed DETAILED PROJECT SCHEDULE, including phasing (as may apply) indicating stages of work, time frames, and ability to perform the required services in within the identified timeframe on the Statement of Work, Attachment B.
- List of SIMILAR PROJECTS, which your firm completed within the last five years. Project information should include project description, agency or client name along with the person to contact and the telephone number(s), and year completed. (Proposers are encouraged make contact with and ensure that the contact information is current and correct.)
- The Proposer shall provide a minimum of three REFERENCES for similar projects. At a minimum, each reference shall include client, contact name, contact phone number and projects completed for the client. References shall be furnished in the form provided in Exhibit E of the IRFP, noted below. (Proposers are encouraged make contact with and ensure that the reference information is current and correct.)
- Exhibit C: Pricing Sheet, fully completed
- Exhibit D: Certifications, fully completed.
- Exhibit E: References, 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, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. 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.

Evaluation Criteria

Points

Project Understanding Statement	10
Proposed Approach	20
Work Plan	10
Detailed Statement of Work	10
Qualifications, Experience & References	20
Proposal Pricing	20
Schedule	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. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

5.03 AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

5.04 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 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

6.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the 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 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.

6.04 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

6.05 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.

6.06 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals 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.

6.07 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.

6.08 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.

6.09 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.

6.10 PROPOSAL PREPARATION COSTS

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

6.11 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 # JD183793IP

This Personal/Professional Services Contract (Contract) is entered into by and between Oregon State University (OSU/Institution) for its College of Earth Ocean and Atmospheric Sciences (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 to Contractor by OSU as provided in Attachment B, Section 1.02, Pricing and Payment, item 2. Payment Schedule. Contractor agrees to perform between date of last signature and _____, inclusive, the following personal and/or professional services, see Attachment B, Section 1.01, Statement of Work, this Contract is the result of an informal procurement # JD183793IP.

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; Statement of Work and Pricing and Payment Attachment C; Confidential Disclosure Agreement Other Attachments _____, _____, _____.

INSURANCE: the minimum limit is \$ 1,000,000.00 Type required: CGL AUTO Professional

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

OSU

CONTRACTOR

OSU Department Head Date
(Typed Name):

Signature Date
Typed Name:
Address:

Phone:

OSU Contract Officer Date

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,
As Modified for OSU Tracker 182765 and 183793.

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, the National Science Foundation, the Comptroller General of the United States or any of 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 six 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. No party may assign any of its rights or delegate any of its duties under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the nontransferring party. The nontransferring party shall not unreasonably withhold its consent.

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. In no event shall this section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This section shall survive expiration or termination of this Contract.

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. If insurance is required as set out on the first page of the Contract, then 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. At its discretion, OSU may require that the Contractor furnish OSU with certificate(s) of insurance as evidence of insurance coverage before commencing work under the Contract. The certificate(s) shall provide that the insurance company Agreement will give a 30 day written notice to OSU's Contract Officer if the insurance is canceled or materially changed.

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 subject to the limitations and conditions of OSU Standard 580-061-0050.

OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from the Contract (the Work Product) is the exclusive property of Institution. Institution and Contractor intend that such Work Product be deemed "work made for hire" of which Institution shall be deemed the author. Contractor hereby irrevocably assigns to Institution all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Institution may reasonably request in order to fully vest such rights in Institution. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Institution owns all Institution data and background information provided to Contractor pursuant to this Contract. Institution grants to Contractor a non-exclusive, royalty-free, worldwide license to use, copy, display, distribute, transmit and prepare derivative works of Institution data and background information only to fulfill the purposes of this Contract, and subject to the confidentiality requirements of the Contract. Institution's license to Contractor is limited by the term of the Contract.

REPRESENTATIONS AND WARRANTIES. Contractor's Representations and Warranties. Contractor represents and warrants to OSU that: (1) Contractor has the power and authority to enter into and perform this Contract; (2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession; (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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 assign, transfer, or subcontract rights or responsibilities under this Contract in whole or in part, without the prior written approval of Institution. This Contract's provisions are binding upon and inure to the benefit of the parties to this Contract and their respective successors and assigns.

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. Institution may terminate this Contract if Institution fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract.

TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

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.

PUBLICATION. Contractor shall not include the OSU name or trademark in any advertising, sales promotion or other publicity matter without prior written approval by OSU.

CONFIDENTIALITY. All OSU obligations under this Contract are subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

CONFIDENTIAL DISCLOSURE AGREEMENT. Contractor shall promptly execute the Confidential Disclosure Agreement with OSU pertaining to the work performed under this Contract. The Confidential Disclosure Agreement is attached as Attachment C.

EXCLUSION REQUIREMENT. As required by the Federal Procurement Standards to eliminate an unfair competitive advantage, the Contractor shall not compete for the RCRV procurement and OSU may exclude Contractor from competing for the RCRV procurement, including but not limited to, as a prime contractor, subcontractor or vendor.

REMEDIES FOR CONTRACTOR'S DEFAULT. In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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.

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, CLEARLY IDENTIFIED AS AN AMENDMENT, CONSENT, OR WAIVER TO THE CONTRACT, AND SIGNED BY THE PARTY AGAINST WHOM IT IS TO BE ENFORCED. 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 and Pricing and Payment

1.01 Statement of Work

The Contractor shall provide expert consulting services in support of a financial viability analysis of responsive proposers to the OSU formal procurement for the Construction of the Regional Class Research Vessels, Stage 1 Request for Qualifications and Technical Proposals.

1. Statement of Work Details: (To be provided by successful Proposer.)
2. Deliverables:
Financial Viability Analysis Report (pdf, excel files). At a minimum the report must include the following information:
 - a. An executive summary.
 - b. A summary of financial ratios and key financial data providing comparisons between Proposers reviewed.
 - c. A graphic of key comparative analyses.
 - d. A summary of the findings and observations based upon the review work performed with a recommendation for a pass or fail of the Financial Viability Analysis for each proposer.
3. Deliverables Completion Dates:
 - a. Finalized Financial Viability Analysis Reports are due nineteen (19) days after receipt of Responsive Qualifications and Technical Proposal information for analysis from OSU. Currently OSU anticipates providing the Responsive Proposer information to Contractor by October 7, 2016.
 - i. Deliverable Schedule for the Financial Viability Analysis Report over the above referenced nineteen (19) day analysis period is as follows:
 - 10/7/2016 – Contractor is provided the RCRV Responsive Proposal documents
 - 10/21/2016 – Initial Financial Viability Reports for ALL PROPOSALS are completed and submitted to OSU for review
 - 10/24/2016 – OSU provides initial review of Financial Viability Reports to the Contractor
 - 10/26/2016 – Contractor provides finalized Financial Viability Reports to OSU

1.02 Pricing and Payment

1. Unit Pricing for Proposer Financial Viability Analysis:
The deliverables as stated above in 1.01, item 2. Deliverables, will be furnished for a unit price of \$_____USD per each Proposer reviewed.
2. Payment Schedule:
The Contract price is calculated by multiplying the number of Proposers reviewed by the unit price of \$_____and will be paid to Contractor upon OSU review and acceptance of the deliverables under 1.01, item 2, Financial Viability Analysis Report and after receipt of Contractor's correct invoice for the Financial Viability Analysis Report, subject to OSU standard payment terms.
3. If this Contract is terminated before the specified completion date, OSU will pay only for deliverables received and accepted by OSU. If OSU, at its sole discretion, accepts partially completed deliverables, OSU may make payment based upon the deliverables percent complete, as determined by OSU. For "Remedies for Contractor's Default" see item 1.08 below.

Attachment C
Confidential Disclosure Agreement

This **Confidential Disclosure Agreement** (“**Agreement**”) is effective as of _____, 20___, or the date of last signature whichever is later (“**Effective Date**”), by and between Oregon State University, a university with a governing board under the laws of the State of Oregon, having offices at A312 Kerr Administration Building, Corvallis, Oregon 97331-2140 (“**University**”) and, _____, with offices at _____ (“**Contractor**”)(collectively, “**Parties**”).

BACKGROUND:

Pursuant to Oregon State University Contract number JD183793IP, Contractor will provide expert consulting services in support of a financial viability analysis of responsive proposers to the OSU formal procurement for the Construction of the Regional Class Research Vessels, Stage 1 Request for Qualifications and Technical Proposals. University wishes to extend access to RCRV materials to Contractor in order to facilitate Contractor’s consultation activities. Those materials may be confidential and disclosure may have substantial negative impacts on OSU and OSU’s RCRV procurement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

- 1.1. “Confidential Information”** means information, including third party information held by University for the RCRV project, that is considered confidential by the University, that is within the scope, and is marked as “CONFIDENTIAL” or with a substantially similar mark, or would, by the nature of the information, be considered confidential by a reasonably prudent person. Information in non-written form falls within this definition if a written summary is presented to Contractor with notice of its confidential nature, or if the information would, by the nature of the information, be considered confidential by a reasonably prudent person.
- 1.2. “Purpose”** means the verification of compliance with this Agreement, and to provide consultation to the RCRV project.
- 1.3. “Scope”** means information reasonably related to the RCRV project.
- 1.4. “Term”** means the period beginning on the Effective Date of the Contract and ending ten (10) years after the Effective Date.

2. CONFIDENTIALITY PROVISIONS.

- 2.1. Sharing of Information.** OSU agrees to share information during the Term of this Agreement, within the Scope, and for the Purpose.
- 2.2. Ownership of Information.** The Parties agree that, as between the Parties, all information disclosed by University is the exclusive property of University, that this Agreement does not grant a license or option to Contractor under any patent or other intellectual property rights held by University, and that University is free to disclose its information to third parties.
- 2.3. Disclaimer of warranties.** THE PARTIES AGREE THAT ALL INFORMATION IS PROVIDED ON AN “AS-IS” BASIS AND IS DISCLOSED WITHOUT WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ACCURACY, COMPLETENESS, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. IN ADDITION, NO WARRANTIES ARE MADE THAT ANY SOFTWARE INFORMATION WILL RUN UNINTERRUPTED OR ERROR-FREE.
- 2.4. Duty of confidentiality – duties of Contractor.** The Contractor agrees that it has a duty of confidentiality with regard to Confidential Information, unless the information falls within the exceptions provided by **Section 2.6(a) – 2.6(b)**. This duty of confidentiality is effective for a period of either three (3) years from the date of disclosure

of the Confidential Information or until rendered ineffective under **Section 2.6(c) – 2.6(f)**. While this duty of confidentiality remains in effect, the Contractor:

- a. shall use the University’s Confidential Information only for the Purpose and for no other use – including reverse engineering of code in the case of software information;
- b. shall hold the University’s Confidential Information in confidence in accordance with this Agreement, except with the express prior written consent of the University;
- c. may disclose University’s Confidential Information to a government funding or oversight agency of the RCRV project, and legal counsel of the Contractor, who are bound to terms of confidentiality or a professional duty of confidentiality at least as restrictive as this Agreement and who have a need to know the Confidential Information for the Purpose;
- d. shall exercise at least the same degree of care in protecting the University’s Confidential Information from disclosure as the Contractor uses with regard to its own Confidential Information, but in no event less than reasonable care; and
- e. shall not disclose the University’s Confidential Information to third parties – including, without limitation, any clients, independent contractors or consultants – except with the express prior written consent of the University.

2.5. Duty of confidentiality - disclosure required by law. In the event that the Contractor becomes compelled by law, including without limitation the Oregon Public Records Law (ORS 192.410 - 192.505), to disclose any of the University’s Confidential Information, the Contractor may disclose it without breach of this Agreement, provided that the Contractor discloses only that portion of the Confidential Information that is legally required to be disclosed, and exercises all reasonable efforts to obtain reliable assurances from the compelling authority that confidential treatment will be afforded to the disclosed Confidential Information. To the extent allowed by law, the Contractor shall promptly notify the University of the compulsion and provide reasonable assistance to the University, at the University’s expense, in any effort to obtain a protective order or other appropriate remedy from the compelling authority.

2.6. Duty of confidentiality – exclusions from duty. No duty of confidentiality is imposed on the Contractor with regard to information provided to it by the University when the information:

- a. is, at the time of disclosure, known by the Contractor;
- b. is, at the time of disclosure, known by the public;
- c. becomes known by the public through no fault of the Contractor, but only from the date that the information becomes known by the public;
- d. is disclosed to the Contractor by a third party without violation of any contractual or legal obligation, but only from the date that the information is disclosed by the third party to the Contractor;
- e. is independently developed by the Contractor without use of the information or breach of this Agreement, but only from the date of independent development; or
- f. is explicitly approved for non-confidential release by prior written authorization of the University.

The Contractor has the burden of proof, in the form of relevant written records, for all exclusions from the duty of disclosure provided by this **Section 2.6**.

2.7. Return of Information. Upon request of the University, the Contractor shall promptly return or destroy all of the Confidential Information in the Contractor’s possession, custody, or control, provided that the Contractor may retain one (1) copy of the University’s Confidential Information strictly for the purpose of ensuring

compliance with this Agreement, which must be archived in a legal or administrative office of the Contractor that is instructed to prevent uses of the Confidential Information other than ensuring compliance with this Agreement;

2.8. Remedies. Any breach of this Agreement by the Contractor may result in irreparable damage to the University for which the University may not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the University may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security. The Parties acknowledge that the RCRV project encompasses third party information held by University for the benefit of the RCRV project. To the extent that third party information is shared with Contractor, the third party becomes a third party beneficiary to this Agreement, with all of the rights and remedies contained herein.

3. GENERAL PROVISIONS.

- 3.1. Governing law, jurisdiction, and venue.** This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws rules. Any Party bringing a legal action or proceeding against the other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County. The Parties consent to in personam jurisdiction in the above court and waive any objection to venue and any objection that the forum is inconvenient.
- 3.2. Counsel.** Both Parties acknowledge that they have had the opportunity to receive independent counsel with regard to this Agreement. Neither Party may deny the validity of this Agreement on the ground that the Party did not have advice of counsel. This Agreement will be interpreted in a neutral manner and not more strongly for or against either Party based on the source of draftsmanship of this Agreement.
- 3.3. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the provision will be interpreted, modified or rewritten to include as much of its nature and scope as will render it enforceable. If the unenforceable provision cannot be interpreted, modified or rewritten to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if the provision was not included.
- 3.4. No additional obligation.** Nothing in this Agreement will be construed to infer an obligation on either Party to either negotiate or enter into any further contracts or other arrangements.
- 3.5. No waiver of rights.** A failure or delay in exercising, or partial exercise of, any right, power or privilege provided in this Agreement will not be presumed to operate as a waiver of the right, power or privilege.
- 3.6. Headings.** The headings within this Agreement are inserted for convenient reference purposes only and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of any provision of this Agreement.
- 3.7. Counterparts; format; delivery.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. This Agreement may be delivered in or by facsimile, Adobe® Portable Document Format (PDF), or other legible electronic format, and when so delivered will have the same force and effect as delivery of an original signature.
- 3.8. Assignment.** No Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the non-transferring Party. The non-transferring Party shall not unreasonably withhold its consent.

3.9. Entire agreement; amendment. This Agreement embodies the entire understanding between the Parties with respect to the subject matter described within this Agreement. This Agreement supersedes all previous communications, representations or undertakings, either verbal or written, between the Parties with regard to the subject matter described within this Agreement. This Agreement may be amended only by a written amendment, clearly identified as an amendment to this Agreement, and signed by the Party against whom it is to be enforced.

To evidence the Parties' agreement to this Agreement, they have executed and delivered it on the date of the final dated signature below.

AUTHORIZED SIGNATORIES FOR THE PARTIES:

University

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT C
PRICING SHEET**

ITEM	DESCRIPTION	PRICE
1	Unit Price for the financial viability analysis of a responsive proposer to the OSU formal procurement for the Construction of the Regional Class Research Vessels, Stage 1 Request for Qualifications and Technical Proposals, per Exhibit A, Attachment B, Statement of Work.	\$

**EXHIBIT D
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 Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

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 Proposal.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone: (____) _____

Title: _____ Fax: (____) _____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT E
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: _____
