



**REQUEST FOR PROPOSAL
HW189970P**

**Business Office
Best Practices Review**

PROPOSAL DUE DATE AND TIME

August 8, 2017 at 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

bids@oregonstate.edu

1.0 GENERAL

1.1 SCHEDULE OF EVENTS

- Issue Date July 19, 2017
- Deadline for Requests for Clarification or Change July 27, 2017(09:00 am, PT)
- Proposal Due Date and Time August 8, 2017 (03:00 pm, PT)

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

1.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.3 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 Request for Proposal to the Administrative Contact identified below.

1.4 ADMINISTRATIVE CONTACT

Name: Heather Wyland
Title: Procurement Manager
Telephone: 541-737-7349
Fax: 541-737-2170
E-Mail: heather.wyland@oregonstate.edu

1.5 DEFINITIONS

As used in this Request for Proposal, 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 a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a 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 a Solicitation Document 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

2.1 INTRODUCTION

Oregon State University (OSU) must ensure that it has high quality, compliant and sustainable business support structures that meet its needs now and into the future. To that end, Procurement, Contracts and Materials Management (PCMM) is seeking responsive, responsible proposers to submit Proposals for a Business Operations Best Practices Review (the Project) of the Corvallis campus of OSU. Because of the distributed nature of this work, OSU is undertaking a comprehensive and integrated review of business operations conducted at OSU, including functions within the seven Business Centers, Business Affairs and the Budget Office. The review will also include interrelationships and interactions between these business offices and others with business policy and process authority, such as the Research Office.

OSU needs to improve business processes and service levels, balance workloads, and provide better forecasting and business consultation services to deans and administrators in an increasingly complex operating environment. OSU is undertaking this review at a time of budgetary stringency when the capacity to inject new resources into providing business services is limited. It is important that this review of OSU business operations be conducted in a way that engages with the wide range of stakeholders involved, including their input within a transparent and collaborative process.

2.2 BACKGROUND

Organizational Structure

Business Operations at OSU are performed by two primary units: (1) The Business Affairs Office (BAO) and (2) OSU Shared Services, comprised of seven business centers (BCs). The unit heads of business affairs and shared services report to the Vice President for Finance and Administration (VPFA).

BAO develops and maintains the OSU's financial and internal control structure in alignment with OSU's strategic plan, OSU policy and Generally Accepted Accounting Practices (GAAP). BAO emphasizes a service-oriented, team approach to providing financial information, systems, and policies that meet fiduciary and regulatory responsibilities, address the operational needs of the departments, and serve the needs of students, parents, alumni, fellow employees, and sponsors. BAO is comprised of the following units:

- The [Financial Accounting and Analysis](#) unit
- The [Student Accounts and Student Debt Management Offices](#)
- The [Payroll Office](#)
- [Procurement, Contracts and Materials Management](#) (PCMM)

The Business Centers (BCs) support colleges and units in advancing the OSU's mission and goals by deploying business operational processes and procedures and implementing policy. Their focus is on service, efficiency and effective stewardship of resources, in close collaboration with colleagues across the university.

In an effort to improve the efficiency and effectiveness of administrative processes across OSU, while developing a close partnership between customers and service providers, OSU implemented a shared services model to handle core business and human resource functions. This effort began in 2008 and was completed in 2010 with the establishment of seven BCs. Each BC serves several academic and/or administrative units. The leadership team of each BC includes a Manager, and two Finance & Accounting Managers. This regionalized "hub" model created integrated, multi-functional teams focused on the business needs of a community of partners.

There are approximately 100 BAO employees and approximately 175 BC staff that serve the needs of approximately 11,000 full and part-time OSU employees. OSU's annual operational expense and revenues are approximately \$1.2B. See OSU's annual financial reports at: <http://fa.oregonstate.edu/business-affairs/annual-financial-reports-audited>.

Considerations

In the nearly ten years since OSU restructured its delivery of business services and established BCs, the university has experienced significant growth and change in its governance structure and operating environment. Since the first BC opened in 2008, student enrollment has increased by 33%, the number of full-time employees has increased by 29%, and sponsored research activity has increased by \$57 million (30%). Yet, staffing in the BCs, Business Affairs and Budget Office has only increased by about 14%. In addition to a higher volume of work, new services have been added and the expectations about what kinds of services should be provided and by whom have shifted over time. Together with BC finance and accounting staff, personnel in central university offices (Business Affairs and Budget Office) and those distributed in departments and schools (who also contribute to the business and finance work supporting the university) have experienced additional pressures on resources due to the growth noted above.

Concerns have been raised about workloads in the BCs outpacing their capacity, though this could be a symptom of larger structural issues. In an effort to address these imbalances, the BC leadership team has been working internally and with central partners to address concerns about high workloads, backlogs and limited availability to provide consultative and analytical support, which are negatively impacting the university's capacity to reach its strategic goals. The BC leadership team recently developed a set of three recommendations intended to address concerns about organizational structure, misaligned services and expectations, and need to improve management reporting. In addition to higher demand for services, BCs identified "scope creep" and increasing complexity in coordinating various demands and systems as significant challenges. A more in-depth discussion of the concerns and recommendations identified by BC leaders will be shared with selected Proposer, along with other information, such as relevant internal audit reports.

Beginning in July of 2014, OSU separated from the Oregon University System and has since become a university governed by an institutional board. In 2015, the university received its first independent credit rating and issued its own revenue-backed bonds. These actions and their outcomes required increased efforts in focused comprehensive planning, integrating enrollment, tuition, human resources, capital and operating plans, which led to the development of a ten-year business forecast. In addition, a significant change will occur in the next fiscal year: the implementation of a new hybrid responsibility-centered management budget model that allocates a portion of university funding to academic units based on outcomes. Given the budgetary challenges OSU faces and the uncertainties in future state funding, colleges and self-supporting units will need to become more entrepreneurial and find new net revenues for the university. These new realities necessitate that colleges develop more robust, integrated and data-driven financial planning processes, requiring that the academic deans and department leaders have a greater level of strategic finance and budget support than in the past. They will also require improvement of the business processes that support the growth of the university and changes in the operating environment.

In order to help ensure that the university can adequately support the current level of activities and continue to grow enrollments and research activity, it is important to evaluate the overall support systems that enable that growth. Because of the broad work flows involved, proposers should ignore current organizational structures and responsibilities between the BCs, Business Affairs and Budget Office; challenge current arrangements and policies; and consider how OSU might reorganize and improve its processes to better serve academic, self-supporting and administrative units.

2.3 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. It 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 public university to hold the Carnegie Foundation's top ranking for research universities, recognizing the depth and quality of Oregon State'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, in addition to 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 29,000 students from every county in Oregon, every state in the country and more than 100 nations.

3.0 STATEMENT OF WORK

3.1 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A.

3.02 STATEMENT OF WORK

A thoughtful consideration of best practices is being sought to ensure that business operations at OSU are positioned for continued success going forward.

Proposers shall provide a comprehensive review of:

1. The current OSU business operations organizational structure, commenting on OSU's comparability based on best practices of similar higher education institutions;
2. The current central budget office, business affairs and business center roles and responsibilities alignment in comparison to similar models, and how they interact with the business operations being conducted within colleges and other offices such as Office of Sponsored Research and Award Administration (OSRAA);
3. Key positions and qualifications as currently defined compared with industry best practices; and
4. Current business processes, along with related policies and adequacy of information technology systems.

Proposers are asked to provide OSU with information and recommendations based on observations made during the aforementioned review and informed by best practices within major public research universities. Proposers are also asked to facilitate a transparent and inclusive review process that includes a series of meetings with major stakeholder groups to provide input to the conclusions of the Proposer. Specifically, OSU requests information on strengths and weaknesses and recommended improvements in the following areas to help ensure effective business operations (considering OSU's new operating environment and its ability to deliver on its 10-year business strategy):

- Types and levels (comprehensiveness) of services provided.
- Internal controls, compliance, customer service, and operational efficiencies, consistency and effectiveness.
- Identify cost saving measures, areas of work that could be eliminated, and other ways to improve operational efficiency.
- Training and experience of staff to enable the delivery of leading edge operational programs and services.
- Organizational structure and staffing levels and systems in place.
- Sufficiency of operational policy and procedure infrastructure, including training programs.
- Identify performance metrics and other methods of assessing outcomes after implementation of recommendations.

Proposers are also asked to provide implementation plans for any recommended organizational, staffing, systems, and procedures changes, including a Proposal for any recommended consulting assistance.

Organizational charts, job descriptions, staffing levels, and operational policy and procedures currently documented, as well as system details, will be provided to the selected Proposer for examination at the beginning of the Project. Fieldwork is to take place during September 2017.

Deliverables:

Contractor will be required to prepare the following management report(s):

- Periodic report(s): This should be a separate report addressing the results of the review, and identifying any issues. Appropriate supporting documentation should also be included.
- Final report: Provides observations on OSU's business operations and identifies opportunities for improvement. The recommendations should include, but not be limited to, identifying potential organizational, resource allocation, policy streamlining/clarifications, and operational changes that would improve outcomes and compliance.
- Executive Summary: Includes an executive summary of findings, impact, recommendations and best practices.

Cost:

- Provide an aggregate, not-to-exceed cost of service at a blended rate, with total estimated hours to complete the work. As backup to the total not to exceed cost of service and estimated hours, provide the names and function of each staff member working on the Project with their billable hourly rate, and number of estimated billable hours they would be providing work on the Project.
- Travel expenses and other costs will not be reimbursed separately, and shall be included in the price of the Project.

Timeline:

- Planning and preliminary requirements completed: August 31, 2017
- On-site fieldwork completed: September 30, 2017
- Preliminary findings and recommendations delivered: October 15, 2017
- Final Review report issued and delivered: November 17, 2017

4.0 PROPOSER QUALIFICATIONS

4.1 MINIMUM QUALIFICATIONS

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

1. Proposer has the ability to provide the advisory services described in the Statement of Work (SOW).
2. Proposer has experience performing business operational best practices reviews of public research universities of similar size and complexity to Oregon State University.
3. The proposed manager must have led at least two (2) business operational review projects of universities and have at least six (6) years of university fiscal or operational consulting experience. Manager must be able to be onsite for all fieldwork.
4. Proposer and all staff must possess appropriate training and be in good standing with all relevant professional associations, certifications and licensing requirements.

4.2 PREFERRED QUALIFICATIONS

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

1. Proposed line staff has a minimum of three (and preferably five) years of university business operational experience.
2. Proposer has experience performing operational reviews in the public and government sectors.
3. Proposer has experience with best-in-class shared service models in higher education or related sectors.
4. Proposer has demonstrated how their review and recommendations directly impacted their clients' performance metrics.

5.0 REQUIRED SUBMITTALS

5.1 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.2 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Proposers must submit the following information:

- Description of how the goods or services offered specifically satisfies the statement of work. Include the following detail:
 - Comprehensive Project plan including a narrative as to how Proposer will meet the statement of work.
 - Detailed list of Proposed staff working on the Project including their position, number of years' experience (note fiscal and operations related experience), professional credentials, estimated billable hours, and their hourly rate.
 - List of clients that similar consulting services were provided to, including description of the services performed, dates of services, and a client contact to validate work done.
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
 - Provide background detail on your firm, including number of years in business performing consulting services, organizational structure and history of the Proposer, number of years performing fiscal and/or operational consulting services, number of staff and their experience levels/credentials, and any other detail that demonstrates the Proposer's ability to perform the scope of the services detailed in the statement of work.
 - Provide at least one (1) case summary of a previous consulting work showing Proposer's experience in consulting with universities of similar size and complexity to Oregon State University. Include client name, date of audit, number of staff required for the project, number of hours expended on the project, and scope of project.
 - Provide the name of the manager and detail at least two (2) previous consulting projects at universities where the manager was the project partner. Include client name, Project dates, and scope of the project. Also, list manager's business consulting background demonstrating at least six years of fiscal and/or operations consulting experience.
 - Provide a statement indicating that Proposer and their staff are members in good standing in all relevant professional associations and have the appropriate training, certifications and licensing needed to provide the consulting services requested. Proposer shall disclose any judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the Proposer. Proposer shall also disclose if they had any contract in the last five (5) years terminated for default.
- Detailed information about how the Proposer meets the preferred qualifications described in section 4.
 - Provide a listing of all line staff proposed to work on the Project, which has at least three (3) years or more of university fiscal and/or operations consulting experience.
 - Provide a list of consulting experience in the public and government sector, including name of client, scope of work performed, and dates work performed.

- Proposer has experience with best-in-class shared service models in higher education or related sectors.
 - Proposer has demonstrated how their review and recommendations directly impacted their clients' performance metrics.
- Complete an itemized pricing of the goods or services, as requested under the Cost section in the Statement of Work.
 - Exhibit B: Certifications fully completed.

6.0 EVALUATION

6.1 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

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 do 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. A Proposer has the right to appeal the decision pursuant to Standard No. 580-061-130(5).

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

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.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.2 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	30
Price of the goods or services	30
Proposer's qualifications relative to Section 4.0	30
<u>Quality of Proposal and responsiveness to submittal components</u>	<u>10</u>
Total	100

6.3 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The Statement of Work;
- b. The Contract price as it is affected by negotiating the Statement of Work; and
- c. Any other terms and conditions as determined by OSU.

6.4 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider any 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 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.

6.5 CONTRACT 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.

7.0 INSTRUCTIONS TO PROPOSERS

7.1 APPLICABLE STATUTES AND RULES

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

7.2 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 OAR 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 OAR 580-061-0130.

7.3 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.4 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. 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 must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.5 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.

7.6 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink 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 Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.7 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 192.501(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.

7.8 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal. Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.9 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.13 PROPOSALS ARE OFFERS

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

7.14 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.16 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.19 PROPOSAL PREPARATION COST

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

7.20 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A SAMPLE CONTRACT
Oregon State University
PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)

Department Contract

This Contract is entered into by and between Oregon State University (OSU/Institution) for its _____ (Department) and _____ (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed \$ _____ to be paid at the rate of Per/HR _____ to Contractor by OSU, Contractor agrees to perform between date of last signature and _____, inclusive, the following personal and/or professional services:

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; Attachment C; Other Attachments _____, _____.

INSURANCE: the minimum limit is \$ _____ Type required: CGL AUTO Professional

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

OSU

OSU Department Head Date
(Typed Name):

OSU Contract Officer Date

CONTRACTOR

Signature Date
Typed Name: _____
Address: _____
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.
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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.

**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

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 the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
- disagrees

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(_____)_____

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

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 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: _____
