

# REQUEST FOR QUALIFICATIONS No. JK162443RFQu

# **Executive Search Firm**

# **QUALIFIED POOL**

For the time period: September 20, 2017 – February 28, 2020

# **SUBMITTAL LOCATION:**

Oregon State University Procurement, Contracts and Materials Management (PCMM) 644 SW 13th Street Corvallis, Oregon 97333 (541) 737- 4261 jennifer.koehne@oregonstate.edu

#### 1.0 INTRODUCTION

#### 1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Qualified Pool of Executive Search Firms. Firms accepted into the pool are prequalified to provide executive recruitment services to colleges, universities, independent schools and not-for-profit organizations. Firms will be involved in recruitment, screening, discussions with committee members and may offer suggestions on the hiring of executive positions.

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

#### 1.02 Background:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

# 2.0 SAMPLE CONTRACT, QUALIFICATIONS

#### 2.01 Sample Contract:

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

#### 2.02 Minimum Qualifications:

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

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

#### 2.03 Preferred Qualifications:

Experience providing executive search services for land-grant universities, and in particular, for OSU aspirational peers:

- University of Arizona
- University of California, Davis
- Cornell University
- University of Illinois
- Michigan State University

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

#### 2.04 Qualified Pool Time Period:

The Qualified Pool will be open for the period September 21, 2017 – February 28, 2020. The Qualified Pool may be renewed for additional three (3) year periods upon approval by OSU. At any point during this time period, entities who wish to participate in the Qualified Pool may submit their qualifications. Once accepted into the Qualified Pool, the participant does not need to reapply during the time period the pool is open unless rejected from the pool. Acceptance into the pool does not obligate OSU to issue a Contract.

#### 2.05 Contract Issuance:

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

# 3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION

### 3.01 Required Submittals:

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

- Submittal letter detailing how Proposer meets the minimum and preferred qualifications.
- Narrative describing the firm's history and an overview of services.
- Description of how the firm will work and partner with the OSU search committee.
- Description of how applicants will be identified, recruited and screened.
- Description of how the firm will ensure that we have a diverse applicant pool. [Diversity will be broadly defined to include considerations of gender, race, ethnicity, academic or professional discipline, ability, etc.]
- Description of candidate reference checking process.
- Information about the key staff who will be involved in this contract, where they are based, and their approach to participating in search-related meetings in person and/or via technology.
- Information regarding any services that could or would be outsourced beyond the firm's staff.
- Exhibit B, Certifications
- Exhibit C, Three references from other land-grant universities
- Exhibit D, Pricing

#### 3.02 Submittal Location:

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

Oregon State University Procurement, Contracts and Materials Management (PCMM) Attn: Jennifer Koehne 644 SW 13<sup>th</sup> Street Corvallis, Oregon 97333-4238 Fax: (541) 737-2170 Telephone: (541) 737-7353 E-mail: jennifer.koehne@oregonstate.edu

#### 3.03 Review:

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

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

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

#### 3.05 Termination:

PCMM may discontinue or terminate a Qualified Pool at any time by giving notice to all participants in the Qualified Pool.

# 4.0 INSTRUCTIONS

#### 4.01 Provisions and Requirements:

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

#### 4.02 Right to Reject:

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

#### 4.03 Change or Modification/Addenda:

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

#### 4.04 Preparation and Submission:

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

#### 4.05 Withdrawal:

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

#### 4.06 Agreement to Requirements, Terms and Conditions:

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

#### 4.07 Preparation Costs:

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

#### 4.08 Investigation of References:

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

#### 4.09 Notice to Proceed:

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

#### 4.10 Affirmative Action Requirements:

The search firm is expected to assist the University in recruiting a diverse applicant pool and to help us in honoring our affirmative action obligations. Search firms will be required to collect and report applicant demographic data and the final disposition of each applicant to OSU and will follow university's guidance for Consideration of Veterans in the Hiring Process.

Applicant demographic information is confidential and must not be viewed by anyone responsible for reviewing or screening applicants. The firm will be responsible for sending all applicants a data collection form, receiving responses from applicants, and compiling the responses into a spreadsheet provided by the university. An applicant is a person who submits an expression of interest (application materials) for the position and is considered by the university and/or the search firm. The individual at the firm who receives these forms and compiles the results should not be in a position to review their application

materials or make decisions about the applicants, and should not share information contained in the forms with any other party involved in the search process.

Final disposition information will include the search stage at which each applicant not selected was eliminated from consideration and the reason for elimination. The search firm will compile this information in a spreadsheet provided by the University.

The guidance provided in the Consideration of Veterans in the Hiring Process document guides how veterans will be advanced through the search process. Veteran status reported on demographic forms of applicants whom *meet the minimum qualifications for the position* must be provided by the search firm to the University search committee reviewing applications in order to allow them to provide a preference.

Alternatively, search firms may utilize OSU's online applicant system if they choose to and use it as the exclusive way to receive applications. The system is designed to automatically collect all demographic and veteran information.

# EXHIBIT A SAMPLE CONTRACT

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

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

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

In reference to DL162443RFQu, see Scope of Work in Attachment B.

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

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

INSURANCE: the minimum limit is \$ 1M

....

⊠ CGL □ AUTO ⊠ Professional

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

-----

	CONTRACTOR	
Date	Signature	Date
	Typed Name: Address:	
Date	Phone:	
	Banner Vendor ID No.:	
	U.S. Tax Identification No.: Contractor is a: (Check One)	
	☐ Non-U.S. citizen ☐ Partnership ☐ Corporation	ler)
		Date       Signature         Typed Name:       Address:         Address:       Address:         Date       Phone:         Banner Vendor ID No.:       U.S. Tax Identification No.:         Contractor is a: (Check One)       Resident U.S. citizen         Resident non-U.S. citizen (Green Card Hold         Non-U.S. citizen         Partnership

OSU VENDOR NO.	FORM PREPARED BY		PREPARER'S ADDRESS		DATE
INDEX CODE	ACCOUNT CODE		ACTIVITY CODE	PAYMENT AM	OUNT

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable. <i>Rev 11-/09</i>			
ATTACHMENT A				

DEPARTMENT OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

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

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

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

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

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

CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed. **DUAL PAYMENT.** Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

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

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

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

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

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for 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 or 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 of oservice 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; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System; or (6) if a contribution contribution contribution mede; and (7) Must furnish Form RS Form 8233 in duplicate the deared Withheld and a corresponding Institution, acting on behalf of Institution, will report the total amount of all payments to Contractor; including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education on behalf of the Institution and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WORKERS' COMPENSATION. All employers, including Contractor that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BID 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 REPRESENTATIVE. BE BOUND BY ITS TERMS AND CONDITIONS.

#### Attachment B Scope of Work and Additional Terms/Conditions

#### 1.01 Scope of Work

The successful proposer/contractor shall provide Executive Search Services, including:

- Understanding the position, scope of responsibilities, compensation package, etc., for which the university is searching
- Working with the OSU search committee to recruit and screen applicants in order to build an excellent and diverse candidate pool
- Identifying applicants/candidates for search committee review and providing applicant/candidate profiles
- Facilitating candidate interviews
- Conducting reference checks for finalists
- Preparing detailed reports regarding the candidate's strengths and weaknesses
- Assisting in negotiations regarding salary and benefits when necessary

The parties understand that as the project develops, related services not listed above may be required to achieve the parties' objectives. Any modifications to the Contract, including the Scope of Work, shall be made in writing and by mutual consent of the parties.

#### 1.02 Payment

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

#### 1.03 Travel

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

#### 1.04 Publication

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

#### 1.05 Parking

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

#### 1.06 Confidentiality

Contractor may be required to have staff assigned to this Contract sign Confidentiality Agreements in order to protect confidential information which the Contractor may obtain in performance of this Contract.

### EXHIBIT B CERTIFICATIONS

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned will comply with the following:

#### SECTION I. OREGON TAX LAWS

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

#### SECTION II. AFFIRMATIVE ACTION

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

#### SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

- 1. Have read, understands and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
- 2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or Contract termination; and
- 3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the Contract; and
- 4. Will provide/furnish federal employee identification number or social security number with offer.

Authorized Signa	ture:			Date:
Name (Type or P	rint):		Title:	
Telephone Numb	er: ()		Fa	x Number: ()
FEIN ID# or SSN	# (required):			
Construction Contractors Board (CCB) License Number (if applicable):				
Business Design	ation (check one):			
□ Corporation	□ Partnership	□ Sole Proprietorship	Non-Profit	□ Limited Liability Company
Minority, Women & Emerging Small Business (MWESB) Certified Firm: □Yes □No If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number:				

# EXHIBIT C REFERENCES

# **REFERENCE 1**

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

# **REFERENCE 2**

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

# **REFERENCE 3**

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

### EXHIBIT D PRICING

# Estimated budget/financial proposal detailing all expenses

ITEM	DESCRIPTION OF SERVICES	PRICE
	Professional Fee	\$
	Administrative Fee	\$
	Advertising Costs	\$
	Consultant Travel	\$
	Candidate Travel	\$
	Other Fees as Appropriate:	
	TOTAL PRICE	\$

# ADDITIONAL INFORMATION REQUESTED:

1) PLEASE LIST YOUR AREA OF EXPERTISE (i.e. Dean, President, Director, etc.):

2) PLEASE LIST YOUR COLLEGE OF EXPERTISE (i.e. Vet Med, Agriculture, Athletics, etc.):