



**REQUEST FOR PROPOSAL
No. EH169029P**

Audit Services

PROPOSAL DUE DATE AND TIME:
July 21, 2014 (3:00 PM, PT)

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

SUBMITTAL LOCATION:

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

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date June 18, 2014
- Deadline for Requests for Clarification or Change July 2, 2014 (3:00 pm, PT)
- Proposal Due Date and Time July 21, 2014 (3:00 pm, PT)

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

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 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.

1.04 ADMINISTRATIVE CONTACT

Name: Edward Hyatt
Title: Procurement Manager
Telephone: 541-737-7349
Fax: 541-737-2170
E-Mail: Edward.Hyatt@oregonstate.edu

1.05 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

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for conducting various audit services for Oregon State University.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU also holds the Carnegie Foundation's top ranking for research universities, recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

2.02 BACKGROUND

Oregon State University is seeking proposals from qualified contractors to perform an audit of the Oregon State University Financial Statements, a compliance audit in accordance with the Federal Office of Management and Budget (OMB) Circular 133 or applicable Federally OMB Circulars at the time of the engagement, and NCAA Agreed Upon Procedures. Beginning July 1, 2014, the Oregon University System's (OUS) three largest public universities (Oregon State University, Portland State University, and University of Oregon) will have their own institutional governing boards and will no longer be under the authority of the State Board of Higher Education.

The resulting contract will initially be awarded for services for the years ending June 30, 2015 and June 30, 2016 (unless otherwise terminated). The contract may be extended to perform the services up to five additional one-year periods, for a possible total of seven audit periods ending June 30, 2021 as such services are needed. Such amendments shall be made based upon mutual agreement between the contractor and Oregon State University and will be formalized by a written amendment of the original contract to extend for additional contract periods. Pricing information shall be provided by Proposers for the two years ending June 30, 2015 and June 30, 2016. For the years after June 30, 2016, amendments for time and price will be based upon mutual agreement between the contractor and Oregon State University. Proposed pricing information will be provided or notification of intent not to extend the contract to the next audit year will be communicated no later than February 25th of the year to be audited.

The audit of Oregon State University's Annual Financial Report and federal program compliance audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. In addition, if applicable as discussed below, any federal programs shall be audited in accordance with the American Institute of Certified Public Accountants (AICPA) Codification of Statements on Auditing Standards; generally accepted government auditing standards; the AICPA Government Auditing Standards and applicable federal Audit Guides; the Office of Management and Budget (OMB) Guidance and compliance supplement. The audit shall include reports to comply with OMB Circular A-133 or applicable Federal OMB Uniform Guidance in place at the time of the engagement.

Oregon State University follows the pronouncements of the Governmental Accounting Standards Board and prepares its financial statements in accordance with those accounting standards. OSU's audited financial statements will be included in the State of Oregon's Comprehensive Annual Financial Report as a component unit in accordance with GASB Statement No. 39. In accordance with GASB Statement No. 39, OSU annual financial statements include the following component units: Oregon State University Foundation and the Agricultural Research Foundation. These component units are discretely presented and are tax-exempt non-profit organizations legally separate from OSU. Financial information for each of the component units comes from the component unit's audited financial statements.

Each year, the auditor will identify the high-risk major programs, using the risk-based program selection criteria prescribed by OMB Circular A-133 or applicable federal guidance. Based on federal expenditure information available from prior fiscal years and the state A133 risk assessment, OSU has two received two cluster audits on a rotating basis in the past including Student Financial Assistance Cluster and the Research and Development Cluster.

The prior year audited financial statements of OSU can be found at the following website: <http://oregonstate.edu/fa/businessaffairs/sites/default/files/training/2013OSUAnnualFinancial.pdf>

The prior year OMB Circular A-133 Audit Reports can be found at the following website: <http://oregonstate.edu/fa/businessaffairs/sites/default/files/faa/Files/2013osusefa.xlsx>.

The prior year NCAA Agreed Upon procedures can be found at the following website: <http://oregonstate.edu/fa/businessaffairs/sites/default/files/faa/Files/ncaa.pdf>

Accounting Records:

OSU's annual financial statements are prepared by the University Shared Services Enterprise (USSE) that provides financial reporting to participating Oregon higher education institutions. Information for the financial statements comes from Banner FIS. Cognos Controller is used to compile the data into GASB financial reports and record any post-closing or audit adjustments. OSU uses the Banner Financial Information System (FIS) as their accounting system. Banner FIS is an online electronic accounting system on an Oracle database platform. The Banner FIS accounting records are organized by fund, account, and program type, which corresponds to the guidelines provided by the National Association of College and University Business Officers (NACUBO) Financial Accounting and Reporting Manual (FARM). Banner FIS is supported by subsidiary ledgers, including each institution's: Banner Student Information System (SIS), Fixed Assets System, and Human Resources System (HRIS), which is used to process the payroll.

The USSE and the OSU Controller's Division functions include establishing accounting policies, financial reporting, treasury management, debt management, investment management, and aggregated payroll functions. OSU is also responsible for general accounting, cashiering, collections, deposits, accounts payable, institutional payrolls, fixed assets accounting, and grant and contract accounting.

Federal Program Information

OSU has separate offices for distinguishing post-award accounting and administration functions from the "pre-award" functions. OSU also receives Federal financial aid funds, which are administered by the financial aid office. The OSU Shared Service organization prepares the annual Schedule of Expenditures of Federal Awards. The OSU Schedule of Federal Awards Spreadsheet itemizing cluster information can be found at the following website: http://oregonstate.edu/fa/businessaffairs/sites/default/files/faa/Files/2013OSUSEFA_b.xlsx.

Other Information

The OSU Office of Audit Services (OAS) provides a comprehensive internal audit function for OSU. OAS complies with the Institute of Internal Auditors International Professional Practices Framework and receives an external peer review to confirm compliance with these standards. The Oregon State University Board of Trustees approves the division's annual internal audit plan. In addition to scheduled audits, OAS may conduct special examinations at the request of management and others. OAS audit results are reported to OSU management and the Oregon State University Board of Trustees Executive and Audit Committee.

A portion of OSU revenues come from State appropriations. The State appropriations are granted by the Legislature as a result of a biennial budget request.

OSU issues its own long term debt related to the acquisition, construction, and improvements to buildings and other real property. The long term debt is generally in the form of tax-exempt bonds issued under sections XI-G, XI-F and XI-Q of the State of Oregon Constitution. Other forms of long-term debt include certificates of participation, lottery bonds, and energy loans.

OSU payroll expenditures include employer contributions to various retirement plans including the State of Oregon Public Employees Retirement System, the Oregon Public Service Retirement Plan, and the "Optional Retirement Plan;" and employer paid medical and dental insurance. Currently, OSU "other post-employment benefits (OPEB)" is limited to the "implicit rate subsidy" that OSU retirees benefit from when they continue with and pay for OSU health insurance.

3.0 STATEMENT OF WORK

3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A. All terms and conditions are expressly authorized for negotiation. A single contractor will be hired for all services listed in the contract. It is desired that a contract be signed by the end of August, 2014 at the latest.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

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

1. Ability to provide all three categories of audit work described in statement of work in Exhibit A.
2. Legal capacity to do business in the State of Oregon
3. Business organizations that offer public accounting services in Oregon are required to be registered with the Oregon Board of Accountancy (Oregon Revised Statutes Chapter 673). Include statement that proposing firm is registered with the Board or provide an explanation if proposing firm is not required to be registered.
4. The Partner/Principal ("Engagement Partner") responsible for the audit, who signs the audit opinion with the firm name and the partner's own name, must be located in the United States and have at least eight (8) years of experience in public accounting.
5. The proposed Engagement Partner must have been the engagement partner on at least two (2) audits of universities. The Engagement Partner must be a Certified Public Accountant in good standing.
6. The Audit Manager/Director responsible for the audit must be located in the United States and have at least six (6) years of experience in public accounting, including at least one (1) engagement of a university system. The Audit Manager/Director must be a Certified Public Accountant in good standing.
7. The On-Site Audit Manager/Supervisor responsible for the audit must be located in the United States and have at least four (4) years of experience in public accounting, including at least one (1) engagement of a university system. The On-Site Audit Manager/Supervisor must be a Certified Public Accountant in good standing.

4.02 PREFERRED QUALIFICATIONS

OSU will award additional points to Proposers based on the extent to which they are able to meet the preferred qualifications below.

1. Engagement Partner experience auditing universities similar in size and complexity to Oregon State University
2. Audit Manager/Director experience auditing universities similar in size and complexity to Oregon State University
3. On-Site Audit Manager/Supervisor experience auditing universities similar in size and complexity to Oregon State University

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL

Submit one (1) electronic or hard copy via any of the methods detailed in Section 7.07 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, scans of such pages should be included). Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers must submit the following information:

1. Proposer's General Qualifications:

- Cover letter describing the organizational structure and history of the Proposer, including parent corporations (if applicable)
- Description of experience providing auditing services to universities of a similar size and complexity to Oregon State University. Provide evidence of similar audits performed within the last five (5) years, including the following information:
 - Client Name
 - Primary contact person, including title, email address, and phone number
 - Audit objectives and/or deliverables.
 - Audit start and end dates.
 - Number and qualifications of audit personnel
 - Approximate number of hours expended.
 - Any additional information, which will help OSU understand the scope and complexity of the engagement and how it is similar to OSU.

2. Statement of Work Information:

- For each category contained within the statement of work following information must be submitted:
 - Description of the Proposer's experience in performing the service
 - Description of what distinguishes the Proposer from other firms performing a similar service
 - A list of specific persons who will be responsible for the proposed work and a resumes for each person. Resumes should include information on professional certifications or licensure and any previous experience with universities of similar size and complexity to Oregon State University. Specifically information must be provided for the following personnel:
 - Engagement Partner
 - Audit Director
 - On-Site Audit Manager
 - Other staff who will be members of the team assigned to provide the service
 - A comprehensive work plan for performing the service, including:
 - a demonstrated understanding of the work to be performed
 - the nature and extent of audit procedures to be performed
 - a detailed approach and methodology for performing the work
 - a timeline for completion of all activities and delivery of final report
 - expected timing of audit procedures including critical audit objective completion dates
 - expected utilization of staff and audit specialists
 - relationship of staff qualifications to planned work assignments
 - expected utilization of computer-assisted audit techniques and technology
 - supervisory review and quality control procedures to be performed
 - description of the method, content, and frequency of conferences and audit progress reports to OSU staff
 - any other information deemed necessary to understand the audit scope, plan and approach

- Complete and itemized pricing, including:
 - a total cost itemizing the hours and costs to provide the service for the two years provided. OSU acknowledges that a risk determination on the federal compliance audit will need to be completed to confirm the number of programs to be audited and the associated costs, the RFPs should list the various scenarios pricing for the number of programs that may be selected. A copy of the prior year Schedule of Federal Awards has also been made available to assist with this analysis.
 - an hourly rate for each staff member assigned to providing the service and an estimated number of hours of each staff person to complete the service
 - a list of expenses that will be billed other than the hourly fee and travel reimbursements
 - Prices quoted shall include all costs for services provided under this contract pertaining to the fiscal years ending June 30, 2015 and June 30, 2016. Any unspecified costs shall be borne by the Contractor. Expenses, including travel expenses, will not be reimbursed.

3. Additional Information:

- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the Proposer, or warrant that no such condition is known to exist. If the Proposer is a national firm it must disclose the above information for its region and all material judgments and pending or expected litigation on a nation-wide basis.
- If the Proposer has had a contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default is defined as a notice to stop performance due to the Proposer's nonperformance or poor performance, and the issue was either (a) not litigated or (b) litigated and such litigation determined the Proposer to be in default. Submit full details of all terminations for default experienced by the Proposer during the past five (5) years, including the other party's name, address, and telephone number. Present the Proposer's position on the matter. OSU will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Proposer. If no such terminations for default have occurred, indicate as much.
- The Proposer must submit a statement that it has an internal quality control system in place and that it is participating in an external quality control review program requiring it to undergo a review at least once (1) every three (3) years.
 - The Proposer must include as an attachment to the Proposal the final report including findings of an external quality control review report ("Peer Review") completed within the last three (3) years.
- In accordance with Government Auditing Standards, the Proposer (both organization and the individual team members) must be free from personal, external, and organizational impairments to independence and should maintain an independent attitude and appearance. Proposer must submit a statement of understanding of independence requirements and that Proposer and all key staff are independent and will comply with this requirement.
- For above proposed team members and any other proposed audit team members that are Certified Public Accountants, include a statement that none of the members has been disciplined by their respective state's licensing board for performing substandard work within the last five (5) years. Also include each member's Oregon license number or if member is not licensed in Oregon please provide applicable State and license number.

- Include Proposer's Federal tax identification number and Secretary of State Corporation Division Business Registry number. Provide an explanation if Proposer is not required to be registered with the Business Registry in Oregon.
 - Business organizations that offer public accounting services in Oregon are required to be registered with the Oregon Board of Accountancy (Oregon Revised Statutes Chapter 673). Include statement that proposing firm is registered with the Oregon Board of Accountancy or provide an explanation if proposing firm is not required to be registered.
- A statement of understanding regarding the required timetables that confirms the Proposer's ability to accomplish the necessary work within the timetables.
- A statement that in accordance with Government Auditing Standards, each member of the engagement will complete the following:
 - every two (2) years, eighty (80) hours of continuing education and training which contributes to the auditor's professional proficiency
 - at least twenty (20) hours will be completed in any one (1) year of the two (2) year period
 - at least twenty-four (24) hours of the eighty (80) hours continuing education and training will be in subjects directly relating to the government environment and to government auditing.
- 4. Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- 5. Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- 6. Exhibit B: Certifications, fully completed.
- 7. Exhibit C: References, fully completed. Three references for each category of work are required.

6.0 EVALUATION

6.01 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 or are incomplete 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 OAR 580-061-130(5)(a).
- 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 in section 6.03. Scores will be used to determine Proposer's 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 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 in section 6.03. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

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.

6.02 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 Statement of Work, including the following	30
Category A: Financial Audit	
Category B: A-133 portion of Statement of Work	
Category C: NCAA Agreed Upon Procedures portion	
Proposer's qualifications relative to the preferred qualifications	30
Price of the goods or services	30
Quality of Proposal and responsiveness to submittal components	10
Total	100

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all eligible Proposers. 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 determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract. If a successful contract cannot be negotiated in a timely manner after award, OSU may conclude contract negotiations and rescind its award to that Proposer and return to the most recent RFP stage to negotiate with another Proposer for award.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 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.

7.02 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.

7.03 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.

7.04 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PCMM will notify potential Proposers through publication of the Addenda on the OSU procurement website. If you have received a Request for Proposal you are advised to consult the OSU procurement website, prior to Proposal submittal, to ensure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.05 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.

7.06 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(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.

7.07 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.
- 2) 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. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive.

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.

7.08 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.

7.09 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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 if deemed to be in the best interest of OSU.

7.16 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.

7.17 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.

7.18 PROPOSAL PREPARATION COST

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

7.19 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.

7.20 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
TERMS AND CONDITIONS / SAMPLE CONTRACT

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University ("OSU") and its Office of Audit Services ("OAS"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under [Request for Proposal] number [RFP Number] entitled [RFP Name] and Contractor was selected as the [Proposer] best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires on (OPTION 1) [insert date]. (OPTION 2) the later of [insert date], or the date Contractor has completed all services in accordance with the requirements of this Contract, and the services have been accepted by OSU. (OPTION 1) OSU has the option to extend the term of this Contract for [insert number of renewals both spelled out and (number) format] additional [insert length of renewal terms both spelled out and (number) format] terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract. (OPTION 2) This contract will automatically be extended for [insert number of renewals both spelled out and (number) format] additional [insert length of renewal terms both spelled out and (number) format] terms based on the current terms and conditions unless OSU, at its sole option, elects not to extend the Contract by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (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; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; 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 conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

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

2. STATEMENT OF WORK:

OSU requires reasonable contractor accessibility and timely response. The Office of Audit Services will be the primary contact for all engagement coordination. The contractor must keep the OSU informed of the location and telephone numbers of the staff assigned, including the manager and supervisors. The contractor will work with OAS to ensure effective communication and coordination of all relevant parties. As requested by OSU, contractor shall also make audit working papers and audit reports available to the Oregon Secretary of State Audits Division or the OSU Office of Audit Services for review.

Partner-level staff assigned to perform these services cannot be changed or replaced without OSU approval.

A. Category A: Financial Audit

An opinion as to whether the financial statements are presented in all material respects in conformity with the generally accepted accounting principles.

All work products relating to the financial statement audit must be delivered before November 10th of each year or within three (3) weeks of receipt of the completed financial statements from OSU, upon which an opinion can be expressed, whichever is later.

B. Category B: A-133

Conduct an independent audit of Oregon State University in accordance with OMB Circular A-133. The reports and schedules listed below will be required and may be consolidated, and reports of significant findings relative to internal controls and compliance shall be identified.

1. A report expressing an opinion (or disclaimer of opinion) as to whether the schedule of federal financial awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
2. A report on the internal controls related to the financial statements and major programs. This report must identify the organization's significant internal accounting controls and those controls designed to provide reasonable assurance the federal programs are being managed in compliance with laws and regulations. This report must also identify the controls which were not evaluated, and the material weaknesses identified as a result of the evaluation. The report shall refer, where applicable, to the separate schedule of findings and questioned costs.
3. A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements. The report shall include an opinion (or disclaimer of opinion) regarding compliance with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and, where applicable, refer to the separate schedule of findings and questioned costs.

4. A schedule of findings and questioned costs related to the financial statements and to federal awards.
5. A comprehensive management letter summarizing the auditor's findings and recommendations relative to the issues identified in the above reports, including but not limited to internal control structure, compliance with applicable laws and regulations, adherence to generally accepted accounting principles and other material findings. The auditor shall request written responses from OSU for each recommendation and shall include such responses in the report or management letter. The auditor shall also report on progress in implementing prior audit recommendations.

In addition, all work products relating to the federal compliance audit, must be delivered by December 31st of each year.

C. Category C: NCAA Agreed Upon Procedures

Perform agreed upon procedures in accordance with Section 3.2.4.1.16 of the National Collegiate Athletic Association (NCAA) Constitution. The agreed upon procedures will be completed annually between July 1st and November 30th, with a final report issued by December 15th of each year.

Section 3.2.4.1.16 of the NCAA Constitution requires each participating institution to report financial data to the NCAA on an annual basis; this data details operating revenues, expenses and capital related to each intercollegiate athletics program. Section 3.2.4.16.1 stipulates that that reports will be subject annually to agreed upon procedures approved by the NCAA membership. These agreed upon procedures are updated annually, detailed in the "NCAA Agreed-Upon Procedures", and provide the campus executive officer with the discretion to request additional procedures.

Provide independent accounting services to perform agreed upon procedures in accordance with the NCAA Constitution Section 3.2.4.1.16 and as detailed in the "NCAA Agreed Upon Procedures". The Agreed-Upon Procedures shall be conducted annually for Oregon State University. Services provided must be in accordance with standards established by the American Institute of Certified Public Accountants and the NCAA Financial Guidelines.

Prepare and provide an independent accountant's report on the application of agreed upon procedures. The format of this report shall comply with the format specified in the "NCAA Agreed-Upon Procedures".

D. Key Persons

Contractor and OSU agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services ("Key Person"). Each of the following is a Key Person under this Contract:

Patricia A. Snopkowski
Oregon State University
Chief Audit Executive
Patricia.snopkowski@oregonstate.edu
(541) 737-0505

Aaron Howell
Oregon State University
Controller
Aaron.howell@oregonstate.edu
(541)737-9860

Additional contract and coordination information will be determined upon award of the contract.

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests OSU to

approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

E. Acceptance of Services

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

F. Business Reviews

Contractor will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

3. COMPENSATION:

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is [\$insert total amount of contract].

A. METHOD OF PAYMENT FOR SERVICES.

To Be Determined.

B. BASIS OF PAYMENT FOR SERVICES.

To Be Determined.

C. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

D. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment

of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

4. INSURANCE:

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2 Million per occurrence and \$4 Million aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and the Oregon University System, their officers, employees and agents shall be included as additional insured in said insurance policy.

B. PROFESSIONAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.

C. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

D. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

E. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

F. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

G. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

H. NOTICE OF CANCELLATION OR CHANGE.

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to OSU.

5. INDEMNIFICATION:

A. INDEMNITY.

- a. Contractor shall indemnify and hold harmless OSU, the Oregon State Board of Higher Education and their respective officers, board members, employees, agents and other representatives against claims, expenses, or losses: (i) that result from Contractor's negligence, wrongful acts or willful misconduct, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.
- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.
- c. Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

B. DEFENSE.

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable policies of the Oregon University System and OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.

- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

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

Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

F. FIREARMS POLICY.

The State Board of Higher Education has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on Board-owned or Board-controlled property.

G. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

H. SEXUAL HARASSMENT POLICY.

The State Board of Higher Education has adopted policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. SMOKING POLICY.

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. WEBSITE ACCESSIBILITY.

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights

or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following 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. Contractor shall permit OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, the federal government, and their duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU, Oregon University System, or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU, Oregon University System, or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where

this Contract expressly directs or permits delivery of Notice to a different Department.

- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator
OSU PCMM
ATTN: 169029 Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

and:

OSU Departmental Administrator
Patricia A. Snopkowski
Chief Audit Executive
240 Kerr Administration Bldg.
Corvallis, OR 97331
Telephone: (541) 737-0505
E-mail: Patricia.snopkowski@oregonstate.edu

CONTRACTOR Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. (OPTIONAL CLAUSE: only if Contractor agrees in Attachment B - Certifications, Section IV. Permissive Cooperative Procurements.) PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any purchases pursuant to this Contract by a public agency other than OSU are directly between the Contractor and the public agency and the obligations and rights of OSU under this Contract, except for the Administrative Fee (which shall be paid to OSU and not to the other public agency), are that of the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

N. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

O. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

P. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

Q. MERGER.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

8. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

C. Pursuant to OAR 580-061-0030, Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

D. Pursuant to ORS 305.385(6), Contractor, to the best of the person's knowledge, is not in violation of any tax laws described in 305.380(4).

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

**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 undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

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 Oregon 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: _____
