



**REQUEST FOR PROPOSAL
No. DC169464P**

Dosimetry Services

PROPOSAL DUE DATE AND TIME:
August 21, 2014 (2:00 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 July 25, 2014
- Deadline for Requests for Clarification or Change July 31, 2014 (2:00 pm, PT)
- Proposal Due Date and Time August 21, 2014 (2:00 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: Donna Cain
Title: Purchasing Analyst 3
Telephone: 541-737-3423
Fax: 541-737-2170
E-Mail: donna.cain2@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 Dosimetry Services for Oregon State University.

2.02 BACKGROUND

This Request for Proposal is to establish a contract for Dosimetry Services for Oregon State University, Portland State University and the University of Oregon. Dosimeters are issued under potential exposure

guidelines to employees who work with radiation sources or radioactive materials, to demonstrate that the named Universities are in compliance with applicable regulatory requirements.

2.03 OREGON STATE UNIVERSITY

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

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

3.0 SAMPLE CONTRACT

3.01 SAMPLE CONTRACT

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

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

- Proposer must have NVLAP certifications to meet OSU requirements.

4.02 PREFERRED QUALIFICATIONS

- Proposer shall have ANSI and ISO certifications to meet OSU requirements.
- Proposer shall have the capability to interface with Oregon State University's MIS (EHS Assistant on site).

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL

Submit **one (1) original hard copy** Proposal and **six (6) duplicate copies**. Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below. **EMAILED OR FAXED SUBMITTALS WILL NOT BE ACCEPTED.**

Proposers must submit the following information:

- Description of how the services offered specifically satisfy the statement of work described in Section 3 (Exhibit A, Sample Contract).
- Detailed information about how the Proposer meets the minimum qualifications described in Section 4.
- Detailed information about how the Proposer meets the preferred qualifications described in Section 4.
- Complete and itemized pricing of the goods or services requested.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Pricing Sheet, fully completed.
- The Proposer must provide a list of customers, along with their phone numbers and e-mail addresses from ten (10) current sites for whom similar services are provided. If you are not currently providing service to ten (10) sites, you may use contracts from recent sites serviced. UNIVERSITIES will select contracts from this list, or by any means it chooses, to substantiate past performance by any Proposer. UNIVERSITIES strongly believe that past performance is a predictor of future performance. The Evaluation Committee will select a number of past customers to contact and will ask each to complete a

survey. Customers will be asked to assess and score the Proposer based on criteria as determined by UNIVERSITIES.

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 6.02. 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 6.02.

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 the Statement of Work in Exhibit A	20
Proposer's qualifications relative to the minimum qualifications	20
Proposer's qualifications relative to the preferred qualifications	10
Customer Survey Results	15
Price of the goods or services	35
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.

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 OUS procurement website. If you have received a Request for Proposal you are advised to consult the OUS 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) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

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

7.08 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 when 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 Oregon State University, University of Oregon, Portland State University ("Universities"), and [Contractor's name] ("Contractor").

WHEREAS, UNIVERSITIES competitively solicited for the services outlined in this Contract under Request for Proposal number DC169464 entitled Dosimetry Services 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, UNIVERSITIES and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract term shall be for a period of two (2) years, beginning on full execution of the contract. At the end of the two (2) year period, the contract will automatically renew annually for no more than five (5) years, unless the UNIVERSITIES give the Contractor notice of election to renew at least thirty (30) days prior to the renewal date in writing with signatures from all the UNIVERSITIES.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by UNIVERSITIES upon thirty (30) days' written notice. In addition, UNIVERSITIES 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) UNIVERSITIES fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by UNIVERSITIES's budget and UNIVERSITIES determines, in its assessment and ranking of the policy objectives explicit or implicit in UNIVERSITIES's budget, that it is necessary to terminate the Contract, or (d) if the UNIVERSITIES program for which this Contract was executed is abolished.

UNIVERSITIES 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 UNIVERSITIES, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to UNIVERSITIES's other rights and remedies.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), UNIVERSITIES 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 UNIVERSITIES 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 UNIVERSITIES may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide UNIVERSITIES with the following services during the Term of this Contract:

2.01 ACCREDITATION

Dosimetry service shall meet the current standards of the National Voluntary Laboratory Accreditation Program (NVLAP) of the National Institute of Standards and Technology. A copy of the certificate of accreditation shall be provided to UNIVERSITIES upon request.

2.02 QUALITY ASSURANCE

The Quality Assurance program shall meet the requirements of accrediting organizations and proficiency testing groups including:

- a. National Voluntary Laboratory Accreditation Program
- b. Environmental Protection Agency

A copy of the current quality assurance manual will be provided upon request. The Quality Assurance program shall institute and document controls and requirements in the following areas:

- a. Procurement
- b. Material
- c. Procedures
- d. Inspection
- e. Documents and Records
- f. Measurements and Test Equipment
- g. Personnel Training and Qualifications
- h. Quality Assurance Inspections
- i. Non-conformance and Corrective Actions
- j. Internal and External Audit Performance

On-site audits shall be permitted to verify adherences to Quality Assurance criteria. Audits may be performed by the UNIVERSITIES representative's or by individuals contracted to perform such services. The UNIVERSITY may send independent quality assurance dosimeters in a normal manner and submit the results on the next issued dosimetry report.

2.03 RECORD KEEPING

Key analytical records and reports shall be retained in accordance with the guidance or requirements of:

- a. ANSI N13.6 (Practice for Occupational Radiation Exposure Records Systems)
- b. ISO/EOC Guide 25 (General Requirements for the Competence of Calibration and Testing Laboratories)
- c. NVLAP

One record of monitoring results shall be retained on site at the Contractor's location, and a duplicate copy should be stored in a secure offsite location. Records of results of monitoring should be maintained in perpetuity.

Processed dosimeters should be stored as follows:

- a. Film shall be permanently archived in a secure off-site location.
- b. TLD crystals with exposure above 5 rem should be permanently retained with glow curves.

At least 30 days prior to expiration of the contract, the Contractor, upon request from the UNIVERSITY, shall supply database records in easily accessible format (CSV, ASCII, etc) for all currently monitored personnel.

2.04 DOSIMETRIC TECHNICAL SPECIFICATIONS

1. TLD (thermoluminescent dosimeters), or equivalent, for Whole Body applications:
Must be accredited for appropriate NVLAP categories; must be adaptable for neutron dosimetry and be accredited for appropriate NVLAP category VIII:
 - a. Minimum Dose Reported
 - (1) gamma, x-ray - 10 mrem
 - (2) Energetic beta – 10 mrem
 - b. Minimum Detectable Energies
 - (1) gamma, x-ray – 15 keV
 - (2) energetic beta – 250 keV
 - c. Minimum Detection Ranges
 - (1) High energy gamma, x-ray – 10 mrem to 500 rem
 - (2) Low energy gamma, x-ray, 10 mrem to 500 rem
 - (3) Beta over 1 MeV – 120 mrem to 500 rem
 - (4) Beta from 250 keV to 1 MeV – energy corrected exposure to be available as needed.
 - (5) Detection above 500 rem to be available under emergency circumstances.
2. Ring TLD (thermoluminescent dosimeter):
 - a. Must be accredited for appropriate NVLAP categories
 - b. Minimum Dose Reported
 - (1) Gamma, x-ray – 20 mrem and 10 mrem options
 - (2) Energetic beta – 20 mrem and 10 mrem options
 - c. Minimum Detectable Energies
 - (1) Gamma, x-ray – 15 keV
 - (2) Energetic beta – 250 keV
 - d. Minimum Detection Ranges
 - (1) High energy gamma, x-ray – 30 mrem to 500 rem
 - (2) Low energy gamma, x-ray – 30 mrem to 500 rem
 - (3) Beta over 1 MeV – 10 mrem to 500 rem
 - (4) Detection above 500 rem to be available under emergency circumstances

2.05 BADGE AND HOLDER

1. TLD, or equivalent, for Whole Body applications:
 - a. Unique identification – every badge must be uniquely identified to specify a particular user for a given wear period. Matching identity codes shall be applied within the dosimeter as well as appear upon the face of the badge.
 - b. Bar Code Identification – each badge must be bar-coded with the unique identification number in order to expedite processing.
 - c. Badge User Information – each badge must allow for the following information to be displayed:
 - (1) Name of user
 - (2) Unique dosimeter identification number
 - (3) Unique code number permanently assigned to user
 - (4) Beginning date of the period for which badge is to be worn
 - (5) Frequency for badge exchange (optional)
 - (6) Name of UNIVERSITY or UNIVERSITY's account number
 - (7) Department identity (optional)
 - d. User identification must be permanently engraved or printed in permanent ink to avoid fading or smearing.

- e. At least three (3) alternating colors for the badges must be available to differentiate and facilitate exchange periods.
 - f. At least four (4) different colors must be available for use in differentiating departments or other administrative uses.
 - g. Dosimeters must be pre-loaded by the Contractor and not require any exchange of components.
 - h. Whole body badges are preloaded into holders.
 - i. Dosimeters must be adaptable to permit neutron monitoring
 - j. Contractor name must be applied to badge to facilitate return if lost.
2. Ring TLD:
- a. Unique Identification – every ring must be uniquely identified to specify a particular user for a given wear period.
 - b. Badge User Information – each badge must allow for the following information to be displayed:
 - (1) Name of user
 - (2) Unique dosimeter identification number
 - (3) Unique code number permanently assigned to user
 - (4) Beginning date of the period for which badge is to be worn
 - (5) Frequency for exchanging badge (optional)
 - (6) Name of UNIVERSITY or UNIVERSITY account number
 - (7) Department Identity (optional)
 - (8) Identification of left or right hand
 - c. User identification must be permanently engraved or encapsulated to avoid fading, smearing or peeling.
 - d. At least three (3) alternating colors for the badges must be available to differentiate and facilitate exchange periods.
 - e. Contractor name must be applied to badge to facilitate return if lost.
 - f. At least three (3) sizes of rings must be available
 - g. Rings must be able to be cold sterilized

2.06 OTHER DOSIMETER REQUIREMENTS

Dosimeter configurations must exist for application to atypical body locations such as being attached to eyeglasses to better assess lens of eye dose.

Dosimeters must be configured for attachment to extremities such as wrists and ankles.

Badges are individually packaged for users within groups or series, to facilitate the identification of unused badges.

No more than eight (8) working days between date of badge receipt and day of processing.

Series, locations or department groups have default badge sets that can be applied to a new order under that group.

Dosimeters will be adaptable for remote placement methods in adverse environments.

Neutron dosimeters must be available to measure the spectrum of neutrons with energies from 0.5 eV to 14.0 MeV.

Special dosimetry must be available as follows:

- a. Environmental/Low Level Dosimeter – highly accurate and durable TLD device that must meet ANSI-N545 criteria and measure to 5 mrem ambient dose equivalent.
- b. Special TLD Services – must be provided for custom applications that may acquire very high dose, especially close tolerances, special calibration, or other such specials needs.

2.07 STANDARD DOSIMETRY REPORTS

Complete data for identification of the participant must be provided on the report, including the dates for which the participant was monitored.

Notes of any unusual items affecting the dose report are to be provided and explained on the report page for that item.

Participants' identity number and a minimum of sixteen (16) characters for name are to be provided.

There shall be separate breakouts for each person's extremity, deep, lens of eye, and shallow dose received.

Reports must have ability to break out photon, beta and neutron components of dose.

Current and cumulative totals for assigned dose must be shown. Cumulative totals must show quarter, year-to-date, and lifetime exposure.

Month and year in which an amendment to a participant's dose was last made must be shown.

Use of special calculations to more accurately assess exposure (such as non-standard algorithms or calculations based upon known radiation environments) must be made upon UNIVERSITY request for those individuals or departments noted. Use of special calculations or other non-standard protocols must be indicated on the report.

Report must indicate the date dosimeters were received and report date.

UNIVERSITY must have option of report to be sorted by group or department, and by participant number or alphabetic order.

Report must include complete data for any spare dosimeters issued for a group or department.

Internal dose reporting:

- a. Contractor must accept internal dose data and provide a confirmation report.
- b. Data which must be accepted and stored shall include the following:
 - (1) Radionuclide
 - (2) Quantity
 - (3) Intake mode
 - (4) Lung clearance class
 - (5) Organs affected
 - (6) CDE – organ
 - (7) CEDE – total
- c. Standard exposure reports must track the TEDE, TODE, CDE to the maximally exposed organ and CEDE for active participants.

2.08 OTHER REPORTING SERVICES

Standard reports must have the following option capabilities:

- a. Duplicate reports which can be sent to the same or different addresses.
- b. Extra copies which blank out columns of information that may be sensitive with regards to privacy issue concerns such as birthdate and social security number.
- c. Reporting on alternative media including CD, microfiche, etc.
- d. Downloads via FTP or similar protocol; data files shall be uploadable to the Environmental Health and Safety Assistant software package provided by OnSite Systems, Inc.

Optional reports must include, but not be restricted to, the following:

- a. ALARA program management recaps, run quarterly or annually, which show individual and collective exposure by month, and which flag exposure over preset values.
- b. ALARA program memos providing personalized notification of those individuals exceeding preset ALARA values as their badges are evaluated.
- c. Annual statistical summaries of workers falling into various exposure ranges.
- d. Reports equivalent to NRC Form 4 showing individual cumulative exposure.
- e. Reports equivalent to NRC Form 5 showing individual year-to-date exposure on either a quarterly or annual basis.
- f. Fetal monitoring reports which track exposure to the fetus and the declared pregnant worker by month and cumulative since conception.
- g. Concurrent exposure reporting to show combined dose or works being badged at more than one location.
- h. Termination reports to show year-to-date exposure at the work site.

2.09 SERVICE REQUIREMENTS

A local sales representative must be available for personal visits onsite, and customer service representatives must be available to accept orders, answer questions and work on a UNIVERSITY account by phone, fax or email.

Contractor shall respond to client inquiries via email, phone, or online within one (1) business day.

Means of accessing Contractor by phone or voice mail must be available 24 hours per day.

Periods of exchanging badges must accommodate a minimum:

- a.) One time only shipments
- b.) Weekly
- c.) Biweekly
- d.) Monthly
- e.) Bimonthly
- f.) Quarterly

Reporting turnaround of exposure results must average no more than eight (8) working days between date of receipt and day of processing.

Early notification of exposure – Contractor must alert UNIVERSITY within 24 hours of evaluation of any individual who exceeds preset limits on either a one time or cumulative basis. Levels must be set against regulatory limits, and Contractor must be capable of setting differing limits down to the departmental or individual level.

Emergency processing of dosimeters must be accommodated, with 24-hour turnaround available.

Shipments of dosimeters to UNIVERSITIES:

- a.) Dosimeters must arrive at a UNIVERSITY at least five (5) days prior to the exchange period.
- b.) Control dosimeters must be provided with each shipment
- c.) Dosimeters must be able to be broken out and tracked by departmental or other such administrative series.
- d.) Contractor must provide pre-addressed shipping containers for returning badges.
- e.) Each shipment must contain a packing list of all dosimeters shipped and must provide full identification of each badge in the shipment.

Educational and explanatory material must be available and must include, but not be restricted to, product literature and brochures, clear badge holders and sample output.

2.1 COMPUTER SERVICES

UNIVERSITIES must have the ability to download exposure report data to the UNIVERSITIES computer by Internet.

UNIVERSITIES must have the ability to input participant data electronically from their computer to the Contractor computer. Contractor shall provide data structure and any other needed information for dosimeter issue and exposure data to the UNIVERSITY or a third party to permit import into the UNIVERSITIES information system.

On-line computer capabilities must be available to the UNIVERSITY as follows:

- a.) System must be menu-based and easy to learn
- b.) On-site set up and training must be available
- c.) All hardware and software must be provided as appropriate
- d.) Training manuals, help screens and personal assistance must be available
- e.) Capabilities must include, but not be restricted to, the following:
 - (1) Browse exposure histories for the previous 18-months by participant, series or account
 - (2) Review participant data
 - (3) Update participant records
 - (4) Assign spare dosimeters
 - (5) Order dosimeters and holders
 - (6) Send electronic mail
 - (7) Browse ALARA excursions and prepare memos
 - (8) Bar code scan returned dosimeters
 - (9) Review and download unreturned dosimeters
 - (10) Track fetal dose

Toll free access to personnel database must be provided to the UNIVERSITIES.

Contractor must perform preparatory data entry needed to establish dosimetry records. Any cost for this service must be identified as a setup cost and listed in the pricing information.

Access to the UNIVERSITIES data files must be protected by password or equivalent security measures.

Contractor must sign a University Confidentiality Agreement.

Contractor must provide the bar code equipment and software and expertise required to interface with the UNIVERSITIES current dosimetry record system.

Contractor must provide operation manual(s) and technical documentation for all computer systems.

A. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by UNIVERSITIES. If UNIVERSITIES finds services furnished to be incomplete or not in compliance with the Contract, UNIVERSITIES, 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 UNIVERSITIES deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by UNIVERSITIES, UNIVERSITIES may pursue any of the remedies for Contractor's default detailed in that Section above.

3. COMPENSATION:

A. METHOD OF PAYMENT FOR SERVICES.

Contractor will receive payment for services within forty-five (45) working days after receipt of invoice during the term of the contract, unless otherwise specified.

Price changes will only be considered on the anniversary date of the contract. Prices will be subject to increase and decrease only in the same proportion as changes in the CPI and must define which CPI (US all Cities Average) and must include a copy of the current CPI at the time of initial contract execution, or other basis of change in pricing structure. Contractor must also indicate the methods by which they will substantiate requests for increase. All requests for changes in prices must be approved by UNIVERSITIES.

B. EXPENSE REIMBURSEMENT.

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

C. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to UNIVERSITIES for services completed and accepted by UNIVERSITIES. 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 UNIVERSITIES's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

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

E. PRIMARY COVERAGE.

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

5. INDEMNIFICATION:

A. INDEMNITY.

a. Contractor shall indemnify and hold harmless UNIVERSITIES, 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 UNIVERSITIES under this Contract, or UNIVERSITIES's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

b. UNIVERSITY'S right to receive indemnification under this Section is conditioned upon UNIVERSITY'S giving reasonably prompt notice and assistance of any claim; provided however, that UNIVERSITY'S failure to provide notice and assistance does not limit UNIVERSITIES'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 UNIVERSITY'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 UNIVERSITIES, except that: (i) UNIVERSITIES may join the defense with its own counsel and at its own expense if UNIVERSITIES determines there is a conflict of interest or there is an important government principle at issue, and (ii) UNIVERSITIES'S consent is required for any settlement that requires UNIVERSITIES to pay any money, does not release UNIVERSITIES from all liability from the claim, or adversely affects UNIVERSITY'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 UNIVERSITIES in a federal forum except to the extent Congress has validly abrogated UNIVERSITIES's sovereign immunity. This paragraph is also not a waiver by UNIVERSITIES 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 UNIVERSITIES, 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 UNIVERSITIES 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 UNIVERSITIES.
- 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.

UNIVERSITIES advise Contractor that information UNIVERSITIES 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 UNIVERSITIES prior to using products containing hazardous chemicals to which UNIVERSITIES employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon UNIVERSITIES'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 UNIVERSITIES 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 UNIVERSITIES'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 UNIVERSITIES 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 UNIVERSITIES community.

I. SMOKING POLICY.

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

J. WEBSITE ACCESSIBILITY.

If Contractor is designing or developing web page(s) for UNIVERSITIES under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with UNIVERSITIES'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.

UNIVERSITIES 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 UNIVERSITIES. 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. UNIVERSITY'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 UNIVERSITIES, 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 UNIVERSITIES'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 UNIVERSITIES for any commitments or expenditures found by UNIVERSITIES to have been in excess of amounts authorized by UNIVERSITIES under this Contract.

UNIVERSITIES 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. UNIVERSITIES may request an independent third-party audit no more than one time per calendar year. UNIVERSITIES 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 UNIVERSITIES, or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to UNIVERSITIES in writing such employment status, is in full compliance with any statutes, regulation, and UNIVERSITIES or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless UNIVERSITIES 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. UNIVERSITIES reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, UNIVERSITIES 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 UNIVERSITIES as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of UNIVERSITIES and shall not purport to make any representation, contract, or commitment on behalf of UNIVERSITIES.

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 UNIVERSITIES 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.

UNIVERSITIES

Contract Administrator

OSU PCMM

ATTN: Donna Cain

644 SW 13th Street

Corvallis, OR 97333

Telephone: (541) 737-4261

Fax: (541) 737-2170

E-mail: donna.cain2@oregonstate.edu

UNIVERSITIES

Departmental Administrator

Daniel Harlan

Radiation Protection Tech 3

214 Oak Creek Building

Corvallis, OR 97331

Telephone: 541-737-7082

Fax: 541-7379090

E-mail: daniel.harlan@oregonstate.edu

CONTRACTOR

Contract Administrator

[Name]

[Title]

[Address]

[City, State, Zip]

Telephone: [Phone Number]

Fax: [Fax Number]

E-mail: [E-Mail Address]

I. UNIVERSITIES NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use UNIVERSITIES'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 UNIVERSITIES, which consent may be withheld in UNIVERSITY'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.

UNIVERSITIES 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 UNIVERSITIES 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 UNIVERSITIES 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 UNIVERSITIES, then UNIVERSITIES is entitled to terminate the Contract.

M. 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.

N. 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.

O. 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.

P. 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: _____

UNIVERSITIES:

Oregon State University

Signature: _____

Date: _____

By: _____

Title: _____

University of Oregon

Signature: _____

Date: _____

By: _____

Title: _____

Portland State University

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 UNIVERSITYs.

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: _____

**EXHIBIT D
PRICING SHEET**

The following quantities represent current usage only. There is no guarantee of a minimum or maximum number of dosimeters that will be ordered each period by the UNIVERSITIES.

Bid must include price details for:

- All available badge types
- Administrative charges
- Reports
- Computer services
- Optional services referenced in the RFP specifications

OREGON STATE UNIVERSITY

<i>TLD Finger Rings</i>	50/month	725/quarter
<i>TLD XBG Body Badge</i>	10/month	350/quarter
<i>TLD/CR39 Neutron Badge (type 15) for personnel or area use</i>	4/month	62/quarter
<i>TLD Neutron Badge (type 16, also replaced TLD XGB)</i>	25/month	640/quarter
<i>CaSO4 Environmental Monitor</i>	0/month	40/quarter

UNIVERSITY OF OREGON

<i>Whole Body Film</i>	10/month	0/quarter
<i>TLD Finger Rings</i>	0/month	75/quarter
<i>TLD XBG Body Badge</i>	0/month	80/quarter
<i>TLD Neutron Badge</i>	0/month	4/quarter

PORTLAND STATE UNIVERSITY

<i>TLD Finger Rings</i>	0/month	40/quarter
<i>TLD WB Badge</i>	0/month	30/quarter
<i>TLD Area Monitor</i>	0/month	10/quarter

Type of Service	Quantity	Frequency	Unit Price	Annual Price
<i>TLD Finger Rings</i>	50	Per month		
<i>TLD Finger Rings</i>	840	Per quarter		
<i>TLD XBG Body Badge</i>	10	Per month		
<i>TLD XBG Body Badge</i>	430	Per quarter		
<i>TLD/cr39 Neutron Badge (type 15) for personal or area use</i>	4	Per month		
<i>TLD/cr39 Neutron Badge (type 15) for personal or area use</i>	66	Per quarter		
<i>TLD Neutron Badge (type 16, also replaced TLD XGB)</i>	25	Per month		
<i>TLD Neutron Badge (type 16, also replaced TLD XGB)</i>	640	Per quarter		
<i>CaSO4 Environmental Monitor</i>	40	Per quarter		
<i>Whole Body Film</i>	10	Per month		
<i>TLD WB Badge</i>	30	Per quarter		
<i>TLD Area Monitor</i>	10	Per quarter		