



**Oregon State**  
University

**REQUEST FOR QUALIFICATIONS**  
**No. QU-2022-008407-JK**

Developers for the eLearning and Instructional Design of  
Continuing Education Courses

**RESERVE CONTRACTING PROGRAM**

For the time period:  
April 2022-March 2027

**SUBMITTAL LOCATION:**

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

## **1.0 INTRODUCTION**

### 1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Reserve Contracting Program of experienced eLearning Developers to create fully accessible and interactive courseware for Oregon State University's continuing professional education programs (PACE). These ongoing projects require the developer to design and assemble the programming and media necessary to carry out design plans, as assembled in collaboration with the PACE instructional designer or subject matter expert. Ideal candidates have solid experience in the development of media-rich online learning solutions, are detail-oriented, well versed in instructional and visual design principles and best practices, know how to execute accessible content, and are adept at creating instructionally and technically sound interactions.

The instructional need for this eLearning Developer will require the developer to build courseware utilizing a developer- owned copy of the agreed upon authoring tool.

Acceptance into the Reserve Contracting Program only signifies an entity has prequalified and does not obligate OSU to issue a contract. Contracts will be issued on a case-by-case basis as projects occur.

### 1.02 Background:

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

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

## 2.0 SCOPE OF WORK AND REQUIRED QUALIFICATIONS

### 2.01 Sample Contract

Contractors selected from the Reserve Contracting Program to perform services will be issued a separate contract. A sample contract is included as Exhibit A for illustrative purposes only.

### 2.02 Scope of Work

Developer will design and develop courseware that will be housed on OSU's learning management system and servers and as applicable partner websites. Work submitted by developer shall include all relevant and necessary files, published and source, where applicable.

The source files will become property of OSU upon completion.

OSU shall review and approve eLearning modules in three stages. Developer shall not transition to the next step of design and development until approved by the OSU. Developer shall complete each stage consisting of the following at a minimum:

1. **Stage 1:** Review of all existing relevant materials and propose a design concept and strategy of how content will be separated into manageable sections.
2. **Stage 2:** Gather content and apply the approved concept and strategy to a storyboard that details organized sections including knowledge checks and quizzes. Provide a mock-up of course interface, include course technical specifications such as but not limited to screen resolution, audio quality and development software.
  - a. Courseware shall include on-screen text and content, graphics and user interactivity, audio elements of narration and/or music, where applicable.
3. **Stage 3:** Building of the courseware based on the course technical specifications and include module interface and navigation with a minimum of two review cycles.

The developer will be responsible for:

- Designing courseware that is:
  - Based on existing course content (to be provided)
  - Fully accessible (content is compatible for learners utilizing assistive technologies such as screen readers, and is Section 508 - and WCAG 2.0-compliant)
  - Inclusive of sound instructional design, visual design, and adult learning principles
  - Interactive and engaging
- Following scope of project, which ranges from concept development of courseware through final proofing
- Following set schedules and meeting deadlines
- Maintaining quality, integrity, consistency, and efficiency of work
- Implementing procedures to ensure that course production operates efficiently

As the project develops, related services not listed above may be required to achieve the desired objectives. Any modifications to the project will be agreed to by both OSU and the developer.

Based on the nature of the work that may be performed, developers and their staff may be required sign confidentiality agreements to protect confidential information that may be disclosed during the project.

### 2.03 Required Qualifications.

Due to the scope of work and the nature of this Reserve Contracting Program the minimum required qualifications are as follows:

- a. Demonstrated ability to develop effective and engaging online learning activities such as demonstrations, videos, simulations, and assessments
- b. Project management experience
- c. Proficient in instructional design methodology and adult learning theory
- d. 3+ years in design and development of eLearning solutions with a minimum of one year successfully working in a virtual/off-site capacity
- e. Ability to render complex ideas using media or learning objects that are relevant and align with stated learning outcomes
- f. Mastery of visual representation of complex concepts which incorporate visual design principles
- g. Experience with Dropbox and Google Drive
- h. Proven experience executing on detailed client specifications
- i. Track record of meeting deadlines consistently with multiple assignments occurring simultaneously
- j. Comfortable proactively addressing, resolving, and communicating issues as necessary

### Preferred Qualifications

- a. Knowledge of design thinking principles and learner experience design
- b. Experience with graphic design for creating learning materials
- c. Experience with JavaScript, HTML, or CSS

### 2.04 Reserve Contracting Program Time Period.

The Reserve Contracting Program will be open for the period April 2022 – March 2027, with the option to renew for one (1) additional five (5) year period. At any point during this time, entities who wish to participate in the Reserve Contracting Program may submit their qualifications and will be notified upon acceptance into the program. Once accepted into the Reserve Contracting Program, the participant does not need to reapply during the time the program is open unless rejected from the program. Acceptance into the program does not obligate OSU to issue a contract.

### 2.05 Contract Issuance.

Oregon State University will issue contracts to those participants in the Reserve Contracting Program that best meet the requirements of the individual department projects based on OSU Standard 03-010, sections 5.5 and 5.6. Performing work without a fully executed contract may result in non-payment of work performed, or termination of an impending contract.

## **3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION**

### 3.01 Required Submittals:

In order to be considered as a participant in this Reserve Contracting Program, entities must submit the following

- Description of how the services offered specifically satisfy the Scope of work in section 2.02
- Detailed information how the developer meets the qualifications described in section 2.03
- Exhibit B: Certifications
- Exhibit C: References
- Exhibit D: Pricing

### 3.02 Submittal Location:

Completed submittals should be e-mailed or mailed to the following:

Jennifer Koehne  
Oregon State University  
Procurement, Contracts & Materials Management (PCMM)  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333

E-mail: [jennifer.koehne@oregonstate.edu](mailto:jennifer.koehne@oregonstate.edu)

### 3.03 Review

PCMM shall review entities submittals to determine if the qualifications set forth in the Request for Qualifications have been met. If the entity meets the qualifications, PCMM will send a letter of acceptance as a participant into the Reserve Contracting Program. If the entity does not meet the qualifications, PCMM will send a letter of rejection including the grounds for rejection. Acceptance into the Reserve Contracting Program does not entitle the participant to the award of a Contract.

### 3.04 Selection of Contractors from Reserve Contracting Program.

OSU departments may use the Reserve Contracting program to obtain quotes, conduct interviews, or request presentations depending on the nature and requirements of the departmental project. The selection of Contractor will be determined by OSU Standard 03-010, Section 5.6.

### 3.05 Termination.

PCMM may discontinue or terminate a Reserve Contracting Program at any time by giving notice to all participants in the Reserve Contracting Program.

## **4.0 INSTRUCTIONS**

### 4.01 Provisions and Requirements:

This Request for Qualifications and resulting contract(s) are subject to the provisions and requirements of the applicable OSU Standards 03-010 and 03-015.

### 4.02 Right to Reject:

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

### 4.03 Change or Modification/Addenda:

Any change or modification will be in the form of an addenda. Only documents issued as addenda by PCMM serve to change the RFQu in any way. No other direction received, written or verbal, serves to change the RFQu. Note: if you have received notification of this RFQu outside of the OSU Business and Bid Opportunities website (<https://bid.oregonstate.edu/>), you should consult the website to assure that you have not missed any addenda announcements. Addenda are not required to be returned, however, prospective participants are responsible to make themselves aware of, obtain and incorporate any changes made in any addenda issued. Failure to do so may cause the submittal to be rejected.

4.04 Preparation and Submission:

Submittals shall be signed in ink or through an electronic digital signature by an authorized representative.

4.05 Withdrawal:

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

4.06 Agreement to Requirements, Terms and Conditions:

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

4.07 Preparation Costs:

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

4.08 Investigation of References:

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

4.09 Notice to Proceed:

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

**EXHIBIT A  
SAMPLE CONTRACT**

Oregon State University  
**PERSONAL SERVICES CONTRACT (PSC)**

Department Contract: **Contract #**

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

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

**Description of Services**

Contractor represents and warrants to OSU that Contractor has all rights, title, and Interest to grant OSU use of the license under this Contract and to perform its obligations under this Contract.

The Contractor shall indemnify, defend, and hold OSU harmless from and against any loss, damage, costs, liability and expenses (Including reasonable legal and professional fees) arising out of any claim or legal action taken against OSU related to or in any way connected with any use of the Course Materials by OSU or OSU's students,

Per Attachment A, the Contractor requests, and OSU agrees to, the following changes to the Ownership of Work Product section and the Indemnity, Responsibility for Damages section.

**OWNERSHIP OF WORK PRODUCT.** All course materials developed by Contractor, or any form of property originated or prepared by Contractor which result from this Contract, except for OSU copyrighted material, are the exclusive property of the Contractor ("Contractor Intellectual Property"). Notwithstanding the foregoing, use of Contractor Intellectual Property by OSU for its "Insert Course Title" is hereby granted by Contractor to OSU."

**INDEMNITY. RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, and delay which may be caused by, or result from, the conduct of work under this contract, or from any gross negligence or willful misconduct of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from all claims, suits, and actions resulting from or arising out of the gross negligence or willful misconduct of Contractor or its subcontractors, officers, agents, or employees acting under this contract

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

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU Standard Contract Provisions and  Attachment B;  Attachment C;  Other Attachments: **Other Attachments**.

**INSURANCE:** the minimum limit is **\$Insurance amount**                      Type required:  CGL    AUTO    Professional

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

**OSU**

**CONTRACTOR**

OSU Department Head Date

(Typed Name): Department Head Name

Signature Date

Typed Name: Contact Name  
Address: Business Name  
Address  
City, ST, Zip

Phone: Phone

OSU Contract Officer Date

Banner Vendor ID No.: Banner ID

U.S. Tax Identification No.: Tax ID Last 4

Contractor is a: (Check One)

- Resident U.S. citizen
- Resident non-U.S. citizen (Green Card Holder)
- Non-U.S. citizen
- Partnership
- Corporation
- Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE
	BC Name & Phone	BC Address	Prep Date

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT
Index 1	Acct 1	Activ 1	Amount 1
Index 2	Acct 2	Activ 2	Amount 2
Index 3	Acct 3	Activ 3	Amount 3

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable.
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**ATTACHMENT A**  
**OREGON STATE UNIVERSITY STANDARD PERSONAL SERVICES CONTRACT PROVISIONS**

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

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

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

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

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

**CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**DUAL PAYMENT.** Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

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

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

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

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

**INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax.

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

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

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

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

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

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

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

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

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

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

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

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

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

**RECYCLED PRODUCTS:** Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

**WORKERS' COMPENSATION.** All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**TRAVEL EXPENSES.** Unless otherwise stated in the scope of work, Contractor shall make and pay for their travel arrangements in performance of the Contract. For all contract travel itineraries, Contractor shall obtain pre-approval by OSU prior to execution of travel. Contractor's travel expenses must be reasonable and economical in order to maximize the contract value. Any air transportation to, from, between, or within a country other than the United States must be in accordance with the Fly America Act (49 USC 40118). Travel expenses are included in the sum not-to-exceed amount indicated in this Contract. Unauthorized travel expenses or those not included in the sum not-to-exceed amount will not be reimbursed. Travel expense receipts are not required with invoices. Travel expenses must be included collectively as a separate line item on invoices. Receipts must be retained by Contractor and available for audit at any time during the term of the contract and for three years from the date of Contract expiration. Contractor's request for reimbursement of expenses must be submitted on an invoice within 90 days after the date the travel has been completed. Expenses submitted after the 90 days will not be reimbursed.

#### FEDERALLY REQUIRED PROVISIONS

**ANTI-KICKBACK ACT (40 U.S.C. 3145).** Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for a contract of \$100,000 or more, must file the required 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 must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

**CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all

hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.** Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

**DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689.** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

**DOMESTIC PREFERENCE.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

**ENERGY POLICY AND CONSERVATION ACT.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**EQUAL EMPLOYMENT OPPORTUNITY.** Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**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.

**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.

**MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**EXHIBIT B  
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the 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. 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.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Telephone:(\_\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_

Fax:(\_\_\_\_\_)\_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_

Email: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation     Partnership     LLC     Sole Proprietorship     Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm:     Yes     No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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<b>EXHIBIT D PRICING</b>
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**Describe your pricing model for a typical development project. Detail should include, but is not limited to, the following bullet points. Illustrate the pricing model with an example. You may use a separate sheet or your own form for this detail, but it should be clearly marked Exhibit D, Pricing.**

- Hourly rates listed for each developer or professional role associated with a development project (list by role/hourly rate) or a blended hourly rate if applicable
- Any additional fees not covered in bullet one (list by fee)
- Any typical expenses not covered under bullets one and two
- Other (any other costs not covered above in a typical engagement, list by type)