



**REQUEST FOR PROPOSAL
No. P-2023-012432-JK**

Business Process Improvement

CLOSING

August 3, 2023 (11:00 AM, PT)

SUBMITTAL LOCATION

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

OSU Procurement, Contracts and Materials Management is staffed Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are currently closed to the public.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 General

1.01 SCHEDULE OF EVENTS

- Issue Date..... July 10, 2023
- Deadline for Requests for Clarification or Change..... July 19, 2023 (5:00 pm, PT)
- Closing..... August 3, 2023 (11:00 am, 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: Jennifer Koehne
Title: Procurement Contract Officer
Telephone: 541-737-7353
E-Mail: jennifer.koehne@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. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a request for proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a request for proposal issued by the university.
- g. "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.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in a Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- l. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for process improvement services intended to provide appropriate business process optimizations and automations as part of OSU's Administrative Modernization Program (AMP).

OSU is seeking these services as part of AMP, a multi-year program consisting of multiple individual projects that will run concurrently to replace the university's core administrative HR, finance and some student-facing tools and processes, including the modernization of the institution's Enterprise Resource Planning (ERP) platform. OSU will implement a cloud-based ERP solution.

OSU is also conducting two additional separate Request for Proposals (RFPs) to identify partners to implement a cloud-based ERP solution and for organizational change management (OCM) services. OSU is interested in moving forward with the Proposers that can best provide the services under each RFP. If Proposer intends to submit a Proposal under each RFP, then Proposer needs to demonstrate that they have the resources to effectively manage all the services they submit a Proposal for and that separate teams within the Proposer's organization are utilized to ensure that the services are effectively provided in a manner that meets OSU's needs.

2.02 BACKGROUND

In 1992, OSU computerized many of its administrative processes with the purchase and integration of the ERP system, Banner. Banner moved us from a paper process to an online database where transactional data could be collected, stored, and viewed by administrative teams focused on admissions, financial aid, student retention, and human resources — all processes that have become increasingly reliant on modern technology. Over 30 years later, Oregon State University is still relying on Banner, which carries with it three decades of technical debt, administrative inefficiencies that hinders our ability to deliver modern digital interactions that our students and employees have come to expect.

The Administrative Modernization Program (AMP) will allow Oregon State University to modernize its ERP, re-engineer core administrative HR, finance and some student facing tools and processes, as well as responsibly deploying AI and automated workflows in the cloud. This light and lean cloud-based approach enables better institutional agility, adaptability, and exceptionally user-friendly design for students, faculty, staff and administration who interact with OSU. This is not a software/systems replacement program as much as a business process/practice improvement program that is enabled by state-of-the-art software and technology systems. Porting old processes and practices to new systems will fail to realize the benefits of this effort.

AMP will operationalize a key action in OSU's strategic plan SP4.0 and a current element of the IT strategic plan, which call for integrating and simplifying technology systems, data practices, and policies to increase the university's organizational agility.

In addition to enhancing digital interactions (human centric design) with the university, AMP improvements to data quality, automation, and efficiency of core administrative processes will free up human and financial resources that can be redirected to OSU's mission - teaching, research, outreach, and engagement. As an additional benefit and aligned with OSU's outreach mission and leadership role as Oregon's statewide university, documentation of the process will be shared to provide a guide for institutions in Oregon and beyond that may seek similar transformative efforts.

AMP must engage the entire community - and especially management and staff across the organization - deliberately and strategically. A key part of the program is engaging the university community in the re-conceptualization and/or redesign of the university's digital experience and administrative business processes. Direct user experience and ideas will inform such redesign. Targeted training will help prepare the community for upcoming changes and better equip users to effectively employ new tools and processes. Target support post deployment will ensure long term success.

2.03 OREGON STATE UNIVERSITY

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

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport, OSU-Cascades Campus in Bend, and the OSU Portland Center. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 35,000 students from every county in Oregon, every state in the country and more than 110 nations.

3.0 STATEMENT OF WORK / SAMPLE CONTRACT

3.01 SAMPLE CONTRACT

A sample contract containing contractual terms and conditions is included in Exhibit A for reference only. Actual contract is subject to negotiation. The actual terms of the contract will vary based on the negotiated statement of work.

OSU also retains the ability to purchase the awarded goods or services at equal or lower cost through another available price agreement established with the awarded company. For example, if the awarded company has a separate agreement with a cooperative, consortium or buying club, OSU would like the ability to complete its purchase through that agreement rather than establish a new one through this RFP process.

3.02 STATEMENT OF WORK

HIGH-LEVEL PROGRAM ASSUMPTIONS

Functional Scope

The functional scope of this RFP includes organizational capabilities and use cases across finance, human resources, and planning/budget.

Key Integration Points and Coordination with Other Initiatives

The functional scope for implementation activities and deliverables will also consider integrations with key legacy applications and third-party systems, which will involve coordination with other planned or in-process initiatives at OSU.

Partners

Collaboration across a variety of partners is key as AMP intends to utilize distinct implementation, OCM, and process improvement partners. The purpose behind this approach is to ensure that appropriate attention and services are provided to each functional area to ensure the success of AMP.

Organizational Model

OSU will provide leadership, direction, and staffing resources. OSU will resource AMP based on studies of peer institution projects and evaluation of OSU's organizational complexities. OSU desires program partners that support University personnel with collaborative consulting services to successfully achieve program objectives. OSU is seeking a strategic partner that will effectively provide consultation and expertise on decision points and risks so that OSU can make appropriate decisions with necessary information.

Proposed Timeline

Process improvement services will be required from start to finish of AMP activities throughout the next 3-5 years. We anticipate the early phases to be focused on the redesign of processes and the later phases to be focused on the verification and validation of implementing those processes.

PROCESS IMPROVEMENT SERVICE OBJECTIVES

The high-level service objectives and benefits OSU expects to receive by acquiring services from the selected Proposer include the following:

- **Partnership and collaboration:** The OSU AMP team will be responsible for the process improvement direction and leadership of the program. OSU is seeking a partner that will work closely with OSU personnel, an implementation vendor, and an OCM vendor to provide material consultation and deliverables that support the development of a process improvement approach strategy with supporting metrics, training for OSU AMP team members and creation of a final deliverable that documents and validates across all AMP projects that new business processes align to industry best practice. The partner will bring deep knowledge to support the optimal solution and facilitate the transfer of knowledge and expertise and work in partnership on professional and technical services provided to the program team (e.g., program and project management, business analysis, and technical consultation).
- **Access to subject matter expertise:** OSU is seeking a partner with proven abilities and knowledge in “Fit to Standard” process improvements for large digital transformation efforts, including large-scale cloud-based ERP programs for higher education institutions (R1); deep knowledge of higher education best practices across human resources, finance, and planning/budgeting; extensive experience reengineering business processes and workflow. The “Fit to Standard” approach relies heavily on the balance between a vendors’ recommended ideal business process (vanilla implementation) and the reality of other successful higher education implementations using the same tool. OSU would use the experiences of peer institutions across the country that have engaged in this journey to modernize administrative processes and systems before us. We would leverage their working business processes using the same tools (assuming they have truly redesigned these processes and can show positive ROI) and start our thinking from the processes used by our peers based on the vendor’s best practices and approach for implementing their tools.
- **Monitor and control services:** Demonstrated experience with establishing baseline metrics and documenting key internal controls that will be monitored throughout the development of future state business process design using the “Fit to Standard” approach with the goal of ensuring the established framework is implemented across projects effectively with qualitative and quantitative benefits metrics.
- **Timeliness of program delivery:** OSU is seeking a partner that can collaboratively create, drive, and measure the program effectively, and complete program activities within agreed-upon time frames and set of deliverables to optimize organizational benefits.
- **Quality, depth, and completeness of services:** OSU is seeking a trusted and capable partner that will skillfully manage and deliver a broad range of top-tier services that appropriately consider and address the needs of OSU’s complex environment.
- **Realization of organizational benefits across the university system:** OSU is seeking a partner that understands OSU’s strategic goals for administrative transformation, can identify specific ways that ERP modernization will drive those outcomes, and will provide process improvement services and associated qualitative and quantitative metrics that showcases the desired benefits across all locations and organizational units. The ideal partner will be bringing examples from previous successful process improvement efforts in higher education for efficiency.
- **Continuity:** OSU is seeking a partner that can retain key personnel for the life of the program, this is key to the success of the partnership. Assigned personnel are expected to remain with this program until completion and any proposed changes are subject to university review and approval. Appropriate contingency staffing plans are expected in the case that key personnel are unavailable or have left the organization, including, but not limited to, expectation that multiple team resources be provided so that team members can step in as seamlessly as possible and support counterpart activities as needed.
- **Systems thinking and approach:** OSU is seeking a partner with skills and experience to analyze individual components within an organization and understand their interconnectivity and interactions. Overcoming siloed thinking and recognizing previously unseen interdependencies between units and

departments is essential for better decision-making. Working with the OSU AMP team to consider each project and the impacts, connections, and dependencies they have on one another as components of the full program.

- **Governance:** OSU is seeking a partner that will learn, support, and adhere to the AMP governance structure including working in collaboration with the program team to identify decision points, provide the advantages, challenges, risks, and management strategies for those decision points, and prepare appropriate documentation and information needed to present to the appropriate group within the AMP governance structure. We are also looking for a partner to help develop long-term methods to create, manage, and govern a list of continual business process improvements.

PROCESS IMPROVEMENT SERVICE OVERVIEW

Process improvement services are intended to prepare OSU for the impending changes associated with AMP to help ensure a smooth transition across an organizational and digital transformation that includes a new ERP.

OSU is planning to utilize a “Fit to Standard” approach for process improvement. This approach relies heavily on the balance between a vendors’ recommended ideal business process (vanilla implementation) and the reality of other successful higher education implementations using the same tool. OSU would use the experiences of peer institutions across the country that have engaged in this journey to modernize administrative processes and systems before us. We would leverage their working business processes using the same tools (assuming they have truly redesigned these processes and can show positive ROI) and start our thinking from the processes used by our peers based on the vendor’s best practices and approach for implementing their tools.

Process improvement services will inform best practice implementation of the cloud-based ERP as well as provide monitor and control activities throughout the implementation process. These activities will ensure the prioritization and effective implementation of impactful business process improvements. Accountability for process improvement through a partner independent of an implementation partner is critical.

OSU expects that the selected Proposer will, in collaboration with OSU personnel, provide a sustainable framework, adaptable to the AMP approach, that meets the needs of OSU community and culture while also evolving the community. This framework will be based on proven methodology and associated tools to deliver process improvement services aligned with OSU’s program scope, key strategic themes/organizational drivers, and priorities. OSU also expects the selected Proposer to apply its higher-education industry, process, and solution-specific expertise to minimize downstream re-work and promote engagement, alignment, and buy-in from OSU business and IT stakeholders throughout the program lifecycle.

At a minimum, OSU expects that process improvement services will include the following activities and deliverables. Proposer will need to be onsite for key deliverables and milestones as determined by OSU. Proposers may also recommend additional activities and deliverables that are in alignment with their proposed approaches and best practices.

Process Improvement Activities:

- Consults the OSU teams in line with AMP guiding and design principles using the “Fit to Standard” approach (see description of “Fit to Standard” in overview information above)
- Assess and benchmark current state of business processes
- Define problem statements, goals, and measurable process improvement metrics
- Document key controls of business processes for later validation
- Assist the OSU AMP team to engage with peer institutions to identify and recommend successful modern business process using the same technology for use in “Fit to Standard” approach (OSU will lead on the outreach with peer institutions but process improvement partner expertise in capturing, prioritizing, and organizing processes is needed)
- Define process optimization/automation use cases

- Recommend prioritization of optimization and automation opportunities
- Define minimum viable optimizations/automations
- Develop process optimization/automation roadmap
- Develop optimized future state business process maps
- Ensure checks and balances for business processes are documented and included in the future state business process design
- Monitor and control process improvements including hours saved and/or costs eliminated during implementation

Process Improvement Deliverables:

- Business process current state assessment including benchmark on hours and current costs
- Recommended business processes and framework for use in “Fit to Standard” approach identified through engagement with peer institutions (OSU will lead on the outreach with peer institutions but process improvement partner expertise in capturing, prioritizing, and organizing processes is needed)
- Identified business process optimization/automation opportunities and minimum viable optimization/automations
- Business process optimization/automation problem statements
- Business process optimization/automation use-cases
- Defined objectives and metrics that align with best practices and key performance indicators identified by AMP governance structure
- Metrics and performance measurement plan framework
- Recommendation of business process optimization/automation opportunity prioritization
- Business process optimization/automation roadmap
- Optimized future state business process design/maps
- Regularly scheduled implementation assessments and progress updates
- Post-implementation report summarizing qualitative and quantitative benefits metrics realized through process optimization/automation and validation that the resulting and redesigned business processes align with industry best practices.

The statement of work may be expanded to include the validation of processes and systems to ensure they are working to meet the key controls per OSU’s discretion.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

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

- a. Proposers who have at a minimum five years providing process improvement services to complex organizations or higher education institutions undergoing an ERP system change.
- b. Proposers must have familiarity with internal control structures to include the COSO Internal Control framework.
- c. Proposers must have familiarity with Uniform Guidance for federal compliance.
- d. Proposers must demonstrate the financial capacity, capability, and stability of providing the goods or services requested.

4.02 PREFERRED QUALIFICATIONS

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

- a. Proposers who have certified and experienced professionals in Lean Six Sigma, Certified Business Process Leader, or other equivalent process improvement certifications that would be assigned to OSU.
- b. Proposers who have a proven track record of successfully providing process improvement services, preference for “Fit to Standard” approach experience as detailed in section 3, for cloud-based ERP financial and human resource management solutions for complex higher education institutions with R1 levels of research activity.
- c. Proposers who have served as the primary contractor on an engagement for a higher education institution within the past five years in which a cloud-based ERP solution was implemented or is currently in the process of being implemented.
- d. Proposers with experience working with higher education institutions with unions/collective bargaining agreements and faculty governance structures.
- e. Proposers with a commitment to diversity, equity and inclusion that aligns with OSU’s mission, values and diversity statements as found at <https://leadership.oregonstate.edu/trustees/about-board/oregonstate-university-mission-statement> and <https://diversity.oregonstate.edu/about-oid>.
- f. Proposers that can differentiate their company from the competition, relevant to OSU’s needs.
- g. Proposers with a demonstrated strong program management approach who can interact with OSU’s AMP program and program leadership as well as an implementation partner and OCM partner.
- h. Proposers with personnel who:
 - Demonstrate significant, relevant experience in their named program roles
 - Offer extensive experience with third-party ERP solutions
 - Demonstrate experience with ERP implementation projects of a similar scope, size, and complexity
 - Are dedicated resources to OSU program
 - Demonstrate the ability to work collaboratively with OSU AMP team and fit into University’s culture
- i. Proposers with demonstrated experience anticipating challenges and have risk management experience.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

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

5.02 REQUIRED SUBMITTALS

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

Proposers must submit the following information:

Required Submittals:	Check Off
I. Description of how the goods or services offered specifically satisfy the Scope of Work in section 3. In addition, include the following:	<input type="checkbox"/>
a. An executive-level narrative that summarizes key aspects of your proposal and the principal advantages OSU should expect to receive if you become the selected Proposer. The executive summary should demonstrate your understanding of OSU's environment and the services being requested in this RFP; highlight your point of view on how to make this program successful; describe the value and key differentiators that you will bring to this program and OSU's overall administrative transformation; and communicate key details of your response in a succinct and clear manner that can be readily understood by non-technical personnel. Limit your Executive Summary to no more than two (2) pages.	<input type="checkbox"/>
b. Describe your approach to process improvement program management, including recommended methodology for OSU's program based on the "Fit to Standard" approach. Provide a project plan with detailed description of the specific program management activities and services that you will execute to keep the program on track and maintain alignment across teams. Include the following: <ul style="list-style-type: none"> • Describe how you typically guide, lead, and interact with client personnel to provide project or program management services, and articulate any program management processes and toolsets that will be used to optimize execution across the various levels of the organization and different stages of the program lifecycle. • Describe what you will do to gain acceptance, alignment, and consensus across OSU regarding the new solution and industry best practices. • Describe how your process improvement plan will be integrated into and maintained with the overall AMP program plan. 	<input type="checkbox"/>
c. Describe your expected roles and responsibilities of Proposer, OSU, and other external partners supporting implementation and OCM to ensure success of process improvement program.	<input type="checkbox"/>
II. Detailed information about how the Proposer meets the minimum qualifications in section 4 including the following detail:	<input type="checkbox"/>
a. Company history detailing at least five years' experience providing the services requested to complex organizations or higher education institutions undergoing an ERP system change. Include any parent corporation connection or subsidiaries.	<input type="checkbox"/>
b. Detail your familiarity with internal control structures, COSO internal control structure model, Uniform Guidance for federal compliance.	<input type="checkbox"/>
c. Financial statements from the last three (3) years, including the most recent quarterly reports. Alternatively, if financial statements are not available, a letter from your accounting firm, auditing firm or bank that speaks to your financial stability.	<input type="checkbox"/>
III. Detailed information about how the Proposer meets the preferred qualifications, as applicable, in section 4 including the following detail:	<input type="checkbox"/>
a. List of relevant professionals in your organization that have been certified in Lean Six Sigma, Certified Business Process Leader, or other equivalent process improvement certifications that would be assigned to OSU.	<input type="checkbox"/>
b. Describe in detail three (3) examples of process improvement strategies that you have used to assist past clients. Considering OSU's "Fit to Standard" approach, utilization of separate implementation, process improvement, and OCM partners, and need to transform processes, provide your professional opinion regarding a framework/plan to ensure OSU's ultimate success with this program.	<input type="checkbox"/>

c. Describe at least one (1) and not more than three (3) engagements where your group has served as the prime contractor providing process improvement services for a cloud-based ERP financial and human resource management solution for a complex higher education institution with high levels of research activity. Include name of institution, name of ERP solution, scope of work, outcomes, and duration of program.	<input type="checkbox"/>
d. Detail your experience providing the services requested to higher education institutions with unions/collective bargaining agreements and faculty governance structures.	<input type="checkbox"/>
e. Describe your firm's commitment to diversity, equity and inclusion and how that commitment would align with OSU.	<input type="checkbox"/>
f. Provide a description of any services that differentiate your company from your competition, and which you believe are relevant to OSU's needs.	<input type="checkbox"/>
g. Describe the overall roles and responsibilities needed for a successful process improvement engagement. Include the following detail: <ul style="list-style-type: none"> • Provide resumes for Proposer project team and key personnel that will be assigned to OSU's process improvement project. • Provide a list of OSU roles and responsibilities recommended for the project. • Provide a description of your overall staffing model and resource allocation for each of the major stages of the program, as part of the narrative, explain how you determine a resource will be onsite versus offsite. • Provide succession plan for the project team and key personnel. Include notification requirements and timelines. Also include staff retention techniques that your company currently employs. 	<input type="checkbox"/>
h. Indicate if any subcontractor organizations will be used by Proposer for the delivery of services. Describe the role(s) and in what capacity subcontractors will be used. If no subcontractor organizations will be used by the Proposer in the delivery of services, indicate as such in your response.	<input type="checkbox"/>
i. Based on your experience with similar projects, and OSU's specific program and business context, describe the following: <ul style="list-style-type: none"> • Describe the risks that you perceive or anticipate specific to process improvement throughout the program. • Describe your overall approach to risk management and specific tactics for minimizing the perceived or anticipated business risks. • Your response should demonstrate an understanding of the overall program's desired outcomes and benefits, the nature of the work required for this program, and the necessary level of effort by both the selected Proposer and OSU to complete the implementation successfully. 	<input type="checkbox"/>
j. Describe issues that surfaced on past process improvement ERP projects – positive and negative, actions taken to address the issues, resulting outcomes, stakeholder outreach activities, documentation processes, and lessons learned that the Proposer would bring to the table to make OSU's program successful.	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References- OSU is requesting that you provide at least three references where your group provided process improvement services as they relate to an ERP implementation of comparable size and scope. It is preferred that those references are related to a "Fit to Standard" approach of a cloud-based ERP solution implementation at an R1 higher education institution.	<input type="checkbox"/>
Exhibit D: Pricing	<input type="checkbox"/>

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, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 03-015, Sec. 5.20.

b. First Stage Evaluation:

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

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

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

c. Second Stage Evaluation:

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

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

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

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

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

6.02 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>	Points
Proposal relative to the Statement of Work	40
Proposer's qualifications	40
<u>Price of the goods or services</u>	<u>20</u>
Total	100

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest)

Proposer A is awarded 20 price points (the maximum)

Proposer B's price is \$500

Proposer B is awarded 18 price points ($450/500 \times 20$)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

6.03 NEGOTIATIONS

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

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

6.04 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 may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 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 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 03-015, Sec. 5.20.

7.03 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.

7.04 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.

7.05 ADDENDA

Only documents issued as written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 PREPARATION AND SIGNATURE

All Required Submittals must be written or prepared in ink and signed 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.

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.345(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.

7.08 SUBMISSION

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

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Closing will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope mailed 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 Closing.

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.

7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Closing, 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 Closing, Proposers may not modify their Proposal.

7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a written notice to the Administrative Contact identified in this Request for Proposal prior to the Closing. 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 Closing, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.11 LATE SUBMITTALS

Proposals and written notices of modification or withdrawal must be received no later than the Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU’s receipt of its Proposal prior to the Closing. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Closing at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other

information regarding the content of the Proposals will be available.

7.13 PROPOSALS ARE OFFERS

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

7.14 CONTINGENT PROPOSALS

Proposer should 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. OSU also retains the ability to purchase the awarded goods or services at equal or lower cost through another available price agreement established with the awarded company. For example, if the awarded company has a separate agreement with a cooperative, consortium or buying club, OSU would like the ability to complete its purchase through that agreement rather than establish a new one through this RFP process.

7.15 RIGHT TO REJECT

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

7.16 AWARDS

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

7.17 LEGAL REVIEW

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

7.18 PROPOSAL RESULTS

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

7.19 PROPOSAL PREPARATION COST

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

7.20 PROPOSAL CANCELLATION

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

7.21 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

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:

- a. General Liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, which can be met through a combination of primary and excess insurance policies. Said policy shall include, or be endorsed to include, "Oregon State University, its trustees, officers, employees, and agents" as additional insured. Said policy shall also include a waiver of subrogation in favor of Oregon State University, its trustees, officers, employees, and agents.

- b. Automobile Liability insurance (when applicable) with "symbol 1" coverage (owned, hired and non-owned vehicles) with minimum limits of \$1,000,000 combined single limit per occurrence or accident.
- c. Professional Liability insurance (when applicable). Coverage limits shall be a minimum of \$2,000,000 per claim and \$2,000,000 aggregate. If the coverage is written on a claims-made basis, the Contractor/Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or tail coverage will be purchased for a period of two (2) years beginning from the time that work under this contract is completed.
- d. 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. Workers' Compensation coverage shall be maintained at all times in accordance with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

Insurance carried by Contractor shall be primary and non-contributory. Insurance is to be issued by an insurance company authorized to do business in the State of Oregon with an "A.M. Best" rating of not less than A-VII. Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Contractor shall furnish OSU with certificates of insurance and any applicable endorsements as required by this Contract, upon request. In the event that the Contractor hires subcontractors to complete the services under this Contract, the Contractor shall require the subcontractors to meet all the same insurance requirements provided in the INSURANCE section.

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.

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.

SAMPLE

**EXHIBIT B
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understand 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 III. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
- disagrees

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(____)_____

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

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____

ADDRESS: _____ PHONE NUMBER: _____

CITY, STATE ZIP: _____ FAX NUMBER: _____

WEBSITE: _____ E-MAIL: _____

GOODS OR SERVICES PROVIDED:

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____

ADDRESS: _____ PHONE NUMBER: _____

CITY, STATE ZIP: _____ FAX NUMBER: _____

WEBSITE: _____ E-MAIL: _____

GOODS OR SERVICES PROVIDED:

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____

ADDRESS: _____ PHONE NUMBER: _____

CITY, STATE ZIP: _____ FAX NUMBER: _____

WEBSITE: _____ E-MAIL: _____

GOODS OR SERVICES PROVIDED:

EXHIBIT D PRICING

Proposers must provide the following pricing details and may use their own form to do so. Proposer however should clearly mark each section of their pricing sheets to match the detail below and as Exhibit D. Pricing should be a separate section of the Proposal and clearly distinguishable.

Provide your total costs, including travel and expense, as a time and materials effort, with a not to exceed cap. OSU at its discretion may negotiate other pricing models such as fixed fees with milestone payments, however, all the details below must be provided.

To support your total cost, include the following detail:

- Hourly Rates
 - List hourly rate by role- if applicable, distinguish if resource would be considered onshore, offshore, subcontracted, or mix of.
 - Blended per hour rate for additional resources or work beyond scope.
- Estimated Hours & Timeline to Completion
 - Proposer hours by role
 - OSU hours by role
- Travel & Expense
- Other costs not captured above