

REQUEST FOR QUALIFICATIONS No. TG174847

PUBLIC RELATIONS SERVICES

QUALIFIED POOL

For the time period: February 2015 – January 2016

SUBMITTAL LOCATION:

Oregon State University Procurement, Contracts and Materials Management (PCMM) 644 SW 13th Street Corvallis, Oregon 97333 (541) 737-4261

1.0 INTRODUCTION

1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Qualified Pool of Public Relations Service firms. Firms accepted into the pool are prequalified to provide public relations services to Oregon State University (OSU) in fostering engagement, building relationships, and managing information between OSU and a variety of businesses, government agencies, community groups and individuals.

Acceptance into the Qualified Pool 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 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 hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

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

2.0 SCOPE OF WORK AND REQUIRED QUALIFICATIONS

2.01 Sample Contract.

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

2.02 Required Qualifications.

Due to the scope of work and the nature of this Qualified Pool the minimum required qualifications are as follows:

- Firm or key personnel assigned to the contract must have a minimum of 5 years public relations experience.
- Firm has provided services to public agencies, colleges, universities, independent schools or not-for-profit organizations.

2.03 Qualified Pool Time Period.

The Qualified Pool will be open for the period February 2015 – January 2016. The Qualified Pool may be renewed for additional one (1) year periods upon approval by OSU. At any point during this time period, entities who wish to participate in the Qualified Pool may submit their qualifications and will be notified upon acceptance into the pool. Once accepted into the Qualified Pool, the participant does not need to reapply during the time period the pool is open unless rejected from the pool. Acceptance into the pool does not obligate OSU to issue a contract.

2.04 Contract Issuance.

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

3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION

3.01 Required Submittals:

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

- Introduction letter indicating how your company meets the required experience including years of experience, specific experience working with colleges, universities, independent schools or not-forprofit organizations.
- Resume or curriculum vitae of key personnel.
- Completed Exhibit B
- Completed Exhibit C with three professional client references within the last 3 years.

3.02 Submittal Location:

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

Oregon State University Procurement, Contracts and Materials Management Attn: Tamara Gash 644 SW 13th Street Corvallis, Oregon 97333 Fax: (541) 737–2170 Telephone: (541) 737-8044 E-mail: tamara.gash@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 Qualified Pool. If the entity does not meet the qualifications, PCMM will send a letter of rejection including the grounds for rejection and a statement of the appeal rights and deadlines pursuant to OSU Standard 580-061-0130. Acceptance into the Qualified Pool does not entitle the participant to the award of a Contract.

3.04 Selection of Contractors from Qualified Pools.

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

3.05 Termination.

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

4.0 INSTRUCTIONS

4.01 Provisions and Requirements:

This RFQu is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Standards, Policies and Procedures.

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 Addenda

Only documents issued as written addenda by PCMM serve to change the RFQu in any way. No other direction received, written or verbal, serves to change the RFQu. Addenda will be publicized on the OUS procurement website. Consult the OUS procurement website prior to submitting a response in order to ensure you have received all relevant addenda. Addenda are not required to be returned with an entity's submittals. However, entities are responsible for obtaining and incorporating any changes made by addenda. Failure to do so may make the submittal non-Responsive, which in turn may cause the submittal to be rejected.

4.04 Preparation and Signature:

All documents requiring an authorized signature must be signed in ink by an authorized representative with authority to bind the entity. Signature certifies that the entity has read, fully understands, and agrees to be bound by the RFQu and all exhibits and addenda to the RFQu.

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 is not liable for costs incurred by entity 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 Qualification will be made only by written authorization from OSU.

EXHIBIT A CONTRACT

OREGON STATE UNIVERSITY PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)

Department Contract #

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

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

In reference to TG174847 Public Relations Firms Qualified Pool, see Scope of Work in Attachment B

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

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

INSURANCE: the minimum limit is \$ 1,000,000

Type required: \square CGL \square 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 (Typed Name):	Date	Signature Typed Name: Address:	Date
		Phone:	
OSU Contract Officer	Date	Banner Vendor ID No.: U.S. Tax Identification No.: Contractor is a: (Check One) Resident U.S. citizen Resident non-U.S. citizen (Green Card Non-U.S. citizen Partnership Corporation Contractor is also a minority group me	
OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT	
Place Bar Code Label Here			All payments and reimbursements made on this contract will be 1099-misc. reportable. Rev 11-/09	

ATTACHMENT A

OREGON STATE UNIVERSITY STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. 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 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 result may be brought only in a federal forum, it 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 contributiong member of the Oregon Public Employees Retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract 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 Contract to provide the services required by this Contract in contract in evoked, 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 law or under this Contract.

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

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

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

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

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

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.

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.

ATTACHMENT B SCOPE OF WORK AND ADDITIONAL TERMS/CONDITIONS

1.01 Scope of Work

The contractor shall provide public relations services, including:

- Anticipating, analyzing and interpreting public opinion, attitudes and issues that might impact, for good or ill, operations and plans.
- Counseling management at all levels with regard to policy decisions, courses of action and communication, taking into account their public ramifications and OSU's social or citizenship responsibilities.
- Researching, conducting and evaluating, on a continuing basis, programs of action and communication to achieve the informed public understanding necessary to the success of OSU's aims. These may include marketing; financial; fund raising; employee, community or government relations; and other programs.
- Planning and implementing OSU's efforts to influence or change public policy. Setting objectives, planning, budgeting, recruiting and training staff, developing facilities — in short, managing the resources needed to perform all of the above.

Firms may be involved in discussions with senior management and may offer suggestion on strategic matters.

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

1.02 Payment

Payment is 30 days after receipt of correct invoice. OSU shall pay Contractor progress payments upon OSU's approval of Contractor's invoice submitted to OSU for completed services, but only after OSU has determined that Contractor has completed, and OSU has accepted the completed services.

1.03 Travel

Contractor shall make its own travel arrangements in performance of the Contract. Travel expenses submitted for reimbursement must be ordinary, necessary, reasonable and prudent. Proper documentation must be submitted with the Contractor invoice before OSU will consider reimbursement. Airfare is reimbursed at commercial Coach Class. OSU will not reimburse unused tickets, airport ticket class changes, or seat location upgrades. Use of non-commercial air service is expressly prohibited.

1.04 Publication

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

1.05 Parking

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

1.06 Confidentiality

Contractor may be required to have staff assigned to this Contract sign non-disclosure or confidentiality agreements in order to protect confidential information which the Contractor may obtain in performance of this Contract.

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. AFFIRMATIVE ACTION

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

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 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):					
Title:	Fax:()				
	Email:				
Company:					
Address, City, State, Zip:					
Construction Contractors Board (CCB) License Number (if applicable):					
Business Designation (check one):	ietorship 🛛 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:	
ADDRESS:	PHONE NUMBER:
CITY, STATE ZIP:	FAX NUMBER:
WEBSITE:	E-MAIL:
GOODS OR SERVICES PROVIDED:	
REFERENCE 3	
COMPANY:	
ADDRESS:	PHONE NUMBER:
CITY, STATE ZIP:	FAX NUMBER:
WEBSITE:	E-MAIL:
GOODS OR SERVICES PROVIDED:	