



REQUEST FOR PROPOSAL

RFP Number: **2026-020120**
RFP Title: **Huang Complex Market Analysis and Economic Model**
Submittal Email: bids@oregonstate.edu

INTRODUCTION

Procurement, Contracts and Materials Management is seeking responsive responsible proposers to submit proposals for the provision of market analysis and economic model for the Huang Complex currently in construction at Oregon State University.

SCHEDULE OF EVENTS

Issue Date: October 6, 2025
Question Deadline: October 10, 2025 – 2:00 pm, PT
Closing: October 20, 2025 – 2:00 pm, PT

OSU ADMINISTRATIVE CONTACT

Name: Tamara Bradshaw, CPPO
Title: Associate Director Procurement and Contracts
E-Mail: Tamara.bradshaw@oregonstate.edu

Procurement, Contracts and Materials Management (PCMM) at Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal (RFP). Address all concerns or questions regarding this RFP to the OSU Administrative Contact identified above.

I. GENERAL

1. BACKGROUND:

Oregon State University (OSU) is launching the [Jen-Hsun Huang and Lori Mills Huang Collaborative Innovation Complex](#) (Huang Complex), a flagship platform integrating research, AI, robotics, supercomputing, and industry engagement. The Huang Complex must be positioned to attract sustained research funding, private sector engagement, and startup activity, while serving as a national model for innovation infrastructure.

To ensure success, OSU seeks a consulting partner to (1) conduct a comprehensive, data-driven market analysis to identify and align Huang Complex thrust areas with federal, industry, venture capital, and private equity funding/investment trends, and (2) build an economic model for Huang Complex operations and sustainability.

2. OREGON STATE UNIVERSITY:

Founded in 1868 as Oregon's land grant institution, OSU serves the state, the nation, and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation, and engagement – and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant, and affordable education for the people of Oregon and beyond. OSU is one of only three land, sea, space, and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, master's and doctoral degrees through 11 academic colleges enrolling more than 35,000 students from every county in Oregon, every state in the country and more than 105 nations.

OSU's 570-acre main campus is in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon's Willamette Valley. The campus is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon and the Confederated Tribes of the Siletz Indians.

3. APPLICABLE REGULATIONS / JURISDICTION AND VENUE:

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures. OSU Standards 03-010 and 03-015 govern OSU's procurement activities. In case of confusion or dispute

of a word or term used in this RFP, the definitions included in OSU Standards 03-010 and 03-015 control.

This RFP, and any dispute arising out of this RFP, shall be construed in accordance with, and governed by, the laws of the State of Oregon. Any other action to enforce any provision of this RFP or to obtain any relief from or remedy in connection with this RFP may be brought only in the Circuit Court of Oregon for Benton County.

II. INSTRUCTIONS TO PROPOSERS

1. COMMUNICATIONS DURING RFP PROCESS:

Proposers are prohibited from communicating about this RFP or award of a new contract with OSU employees, other than the OSU Administrative Contact, or any party in a position to create an advantage for the proposer or disadvantage for other proposers. This restricted period of communication begins on the date the RFP is issued and ends with the conclusion of the appeal period following notice of intent to award. This restriction does not apply to communications during a pre-proposal conference or other situations where the OSU Administrative Contact is present. A proposer who intentionally violates this requirement or otherwise benefits from such a violation by another party may have its proposal rejected due to failing to comply with all prescribed solicitation procedures.

2. QUESTIONS:

Questions about this RFP must be sent via email and received by the OSU Administrative Contact no later than the question deadline indicated in the Schedule of Events on the first page of this RFP. OSU will consider all timely submitted questions and if appropriate either amend the RFP or answer questions through an addendum. Questions should be clearly marked with the RFP Number and Title.

3. ADDENDA:

Only documents issued as written addenda by PCMM serve to change the RFP in any way. No other direction, written or verbal, serves to change the RFP. Addenda will be publicized on the OSU bid opportunities website. Proposers are advised to consult the OSU bid opportunities website prior to submitting a proposal to ensure that all relevant addenda have been incorporated into their 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.

4. SIGNATURE:

Any submittals that require signature must be signed, in ink or electronically, by an authorized representative with authority to bind the proposer. Proposer's signature certifies that the proposer has read, fully understands, and agrees to be bound by the RFP and all exhibits and addenda to the RFP.

5. PUBLIC RECORD:

Upon completion of the RFP process, information in all proposals will become subject records that can be disclosed under Oregon Public Records Law. Oregon Revised Statute 192.345 contains exemptions from disclosure including "trade secrets", which may include, but are not limited to: any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information

which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. NOTE: Price is not considered a trade secret.

If a proposal contains "trade secrets" the proposer must only mark those sections of the proposal with the words "TRADE SECRET" prior to, and at the end of, the trade secret information; *provided*, that such mark shall not be sufficient to make any information a "trade secret." Only bona fide "trade secrets" may be exempt and only if public interest does not require disclosure. Marks or claims that the entirety of a proposal is "trade secret" or "confidential" WILL RESULT IN NONE OF THE PROPOSAL BEING TREATED AS SUCH.

6. SUBMISSION:

Proposers must submit their proposal as attachment(s) in an email to the bids@oregonstate.edu email address. Electronic versions must be sized appropriately for transfer (under 150 mb per email). Multiple emails may be sent to submit proposal attachments as necessary.

Proposals must be received, in their entirety, by PCMM no later than the closing date and time indicated in the Schedule of Events on the first page of this RFP. The email subject line must contain the RFP number and RFP title. It is the proposer's responsibility to ensure that the proposal is received prior to the closing date and time. Only those proposals received at the bids@oregonstate.edu email address by the closing date and time will be considered responsive. Do not email a copy of the proposal to any other OSU email addresses.

It is highly recommended that the proposer confirms receipt of the email with the OSU Administrative Contact noted in this RFP. The OSU Administrative Contact may verify 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.

7. MODIFICATION:

Modification of a proposal after submittal but prior to closing may be completed by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior proposal. After closing, proposers may not modify their proposal.

8. WITHDRAWALS:

A proposer may withdraw their proposal by submitting a written notice to the OSU Administrative Contact prior to the closing date and time. The written notice must be on the proposer's letterhead and signed by an authorized representative of the proposer.

9. LATE SUBMITTALS:

Proposals and written notices of modification or withdrawal must be received no later than the closing date and time. For purposes of this RFP, the official date and time is the date and time that the email is received at the bids@oregonstate.edu email address. 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 closing. OSU shall not be responsible for any delays or misdeliveries caused by transmission errors, malfunctions, or electronic delays including those within OSU's network. IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE OSU HAS RECEIVED THE PROPOSAL BY CLOSING DAY AND TIME. Any risks associated with electronic transmission of the proposal are borne by the proposer.

10. PROPOSAL OPENING:

Proposals will be opened immediately following the closing. Proposers may request to attend a virtual proposal opening which may be conducted via Zoom or other electronic meeting platform. Please inform the OSU Administrative Contact in advance if you would like to 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.

11. PROPOSALS ARE OFFERS:

The proposal is the proposer's offer to enter a contract pursuant to the terms and conditions specified in the RFP, its exhibits, and addenda. The offer is binding on the proposer for one hundred twenty (120) days. OSU's award of a contract constitutes acceptance of the offer and binds the proposer.

12. RIGHT TO REJECT:

OSU may reject, in whole or in part, any proposal not in compliance with the RFP, exhibits, or addenda. OSU may reject all proposals for good cause, if OSU finds that it is in the public interest to do so. Notification of rejection along with appeal rights will be sent to proposers whose proposal is rejected.

13. PROPOSAL CANCELLATION:

If an RFP is cancelled prior to closing, notification of cancellation will be sent, and all proposals already received will be deleted. If an RFP is cancelled after closing, or all proposals are rejected, the proposals received will be retained and become part of OSU's proposal file.

14. PROPOSAL PREPARATION COST:

OSU is not liable for costs incurred by the proposer during the RFP process.

15. AWARD:

Unless otherwise specified in the RFP, single or multiple contracts may be awarded as a result of this RFP. Award will be made to the highest ranked proposer(s) who, in OSU's

opinion, best meets the requirements and qualifications of the RFP. If issuing a single contract from this RFP to the highest ranked proposer, and contract negotiations are unsuccessful after award, OSU may conclude those contract negotiations, rescind its award to that proposer, and may award and begin negotiations with the next highest ranked proposer.

16. APPROVALS:

Contract award is subject to all required OSU approvals. OSU will have no obligation or liability whatsoever to the proposer selected as result of this RFP unless and until a contract satisfactory to OSU is approved and executed by both parties.

17. PROPOSAL RESULTS:

A written notice of intent to award will be issued to all responsive proposers along with appeal rights for aggrieved proposers. The proposal file will be available for responsive proposer's review during the appeal period. Proposers must make an appointment with the OSU Administrative Contact to view the proposal file electronically. After the contract is executed or RFP canceled, the file will be available by making a Public Records Request through OSU's Public Records Request process.

18. CONTRACT REVIEW AND NEGOTIATION:

Prior to execution of a contract, the contract may be reviewed and negotiated. This review may result in modifications of the applicable terms and conditions specified on OSU's website, in the RFP, exhibits, addenda, or those proposed by the proposer. OSU's negotiation of, or acceptance of alternate terms and conditions, is at OSU's discretion as may be in the best interest of OSU.

19. INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any proposer with respect to evaluation and determining proposer's responsibility. OSU may consider such things as proposer's past performance, provision of similar goods or services, compliance with specifications, contractual obligations, and its lawful payment of suppliers, subcontractors, and workers.

III. SCOPE OF WORK AND QUALIFICATIONS

1. SCOPE OF WORK:

a. Market Analysis (Phase 1)

- i. Assess current and emerging opportunities for research funding, commercialization, investment through venture capital and private equity, industry engagement, and other revenue-generating activities (e.g., testing, service contracts, training, and space leasing) across sectors where (a) OSU has distinctive strengths (examples include, but are not limited to: environmental resilience; energy systems and smart infrastructure; artificial intelligence and robotics; integrated health and biotechnology; climate science; marine and coastal systems; advanced materials; semiconductors; food and beverage; health; agriculture; and forestry) and (b) that leverage the unique assets of the Huang Complex like: the supercomputer with heat recovery system, extended reality theater equipped with high resolution motion capture, robotics/drone playground, electro-mechanical prototyping facility, a water lab for temperature controlled studies, and wet lab space.
- ii. Evaluate alignment of market demand with [OSU's Prosperity Widely Shared](#) (PWS) goals, while also considering new market-driven thrusts.
- iii. Benchmark both comparable U.S. innovation complexes and peer R1 institutions to assess best practices and positioning.
 - Innovation complexes for structure, funding mechanisms, partnership models, and facility operations; and
 - Peer R1 universities for thematic alignment, research focus areas, and competitive positioning related to AI, robotics, and other Huang Complex relevant domains.
- iv. Identify 4–5 recommended market-validated thrusts for the Huang Complex, with clear justification supported by funding data, industry trends, and OSU's comparative research strengths.

b. Economic Model (Phase 2)

- i. Analyze thrusts and scenarios comparing:
 - PWS-driven thrusts
 - Consultant-recommended thrusts
 - Dean/college leadership recommended thrusts – which will be collected by OSU during Phase I.

- ii. Develop a sustainable financial model for the Huang Complex, integrating:
 - Federal and industry research funding
 - Testing and service contracts, including for the supercomputer
 - Industry and startup leasing of space
 - Startup company equity and licensing revenue
 - Philanthropy and fundraising
 - Other emerging revenue streams (e.g., training services, testbeds, external supercomputer use)
- iii. Produce a recommended economic model aligned with 3–5 final thrusts that balances OSU's academic mission and revenue generation goals.

c. Deliverables

- i. Phase 1: Market Analysis Report
 - Comprehensive landscape analysis (federal agencies, industry sectors, venture capital and private equity activity)
 - Benchmarking of comparable U.S. innovation complexes and peer R1 universities
 - 4–5 recommended thrusts with supporting data
 - Executive summary and an online presentation for senior leadership via Zoom or MS Teams
- ii. Phase 2: Economic Model Report
 - Integrated revenue model with scenarios
 - Sensitivity analysis (best case, base case, conservative case)
 - Recommended path forward with key assumptions
 - Executive briefing deck with model highlights and an in-person presentation for senior leadership at the OSU Corvallis campus

d. Timeline – The anticipated start date for this work is November 10, 2025

- i. Phase 1 (Market Analysis): 4-6 weeks
- ii. Phase 2 (Economic Model): 8-10 weeks following Phase 1
- iii. Total expected engagement: 5 months

2. SAMPLE CONTRACT:

A sample contract containing contractual terms and conditions OSU must adhere to is included at Exhibit A.

3. MINIMUM QUALIFICATIONS:

To qualify as a responsive proposer, the proposer needs to meet the minimum qualifications below.

- a. The key person assigned to this project has completed (or led a team that has completed) at least five (5) national or system level market analysis for major research universities, or innovation complexes.
- b. The proposer has completed at least ten (10) financial or economic modeling projects for organizations with annual research awards exceeding \$300M or for facilities valued at \$100M or greater.
- c. The proposer demonstrates capacity for quantitative and qualitative analysis at national scale, supported by proprietary or licensed data platforms.
- d. The key person assigned to this project has at least two (2) demonstrated avenues by which they keep familiarity with federal research funding trends, industry research and development, and venture/private equity landscapes.
- e. The key person assigned to this project has experience delivering data-driven, executive-ready analysis for academic and administrative leadership.
- f. Proposer has a demonstrated record of providing prior analyses leading to adoption and measurable impact (e.g., new funding, partnerships, or revenue).

IV. SUBMITTALS AND EVALUATION

1. REQUIRED SUBMITTALS:

It is the proposer's sole responsibility to submit information in fulfillment of the requirements of this RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it may cause the proposal to be deemed non-responsive.

Proposers must submit the following information in the order identified below with sections for each requested set of documentation:

Submittal Documents	Check-off
a. An introductory letter detailing specifically how Proposer meets the minimum qualifications in section III. 3.	☐
b. Firm profile, relevant experience, and team qualifications including key person (clearly identified) and team member resumes.	☐
c. Description of proposed methodology for both phases.	☐
d. Draft work plan with milestones and timeline.	☐
e. Proposed total budget to encompass the entire scope of work presented in this RFP. Include estimated hours, rates, and projected expenses.	☐
f. Describe how your firm ensures inclusive and equitable practices in the conduct of market analysis, stakeholder engagement, and reporting. This may include accessibility of materials, attention to diverse stakeholder perspectives, and alignment with client values and compliance obligations.	☐
g. Provide at least one sample deliverable (e.g., redacted report, market analysis, or financial model) from a prior engagement that demonstrates the firm's ability to deliver data-driven, executive-ready outputs. Proprietary or confidential information may be redacted as appropriate.	☐
h. Exhibit B, Certifications	☐
i. Exhibit C, References from comparable university or innovation projects.	☐

2. EVALUATION STAGES:

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 do 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 03-010, Sec. 5.17.

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 an 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 RFP. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in 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 RFP.

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 RFP. Best and final proposals will be rescored 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.

3. 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.

Evaluation Criteria

Firm Qualifications & Experience	(25)
Proposed Methodology & Work Plan	(25)
Deliverables & Sample Work Quality	(20)
Cost Proposal	(20)
Diversity, Equity, Inclusion & Accessibility Practices	(10)
Total	(100)

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PERSONAL SERVICES CONTRACT (PSC)

Department Contract: **Contract #**

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

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

Description of Services

Contractor 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 to the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

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

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

OSU

OSU Department Head Date

(Typed Name): **Department Head Name**

OSU Contract Officer Date

CONTRACTOR

Signature Date

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

Phone: **Phone**

Banner Vendor ID No.: **Banner ID**

U.S. Tax Identification No.: **Tax ID Last 4**
Contractor is a: (Check One)

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

EXHIBIT A

SAMPLE CONTRACT / TERMS AND CONDITIONS

ATTACHMENT A

OREGON STATE UNIVERSITY STANDARD PERSONAL SERVICES CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount

EXHIBIT A

SAMPLE CONTRACT / TERMS AND CONDITIONS

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 \$1,000,000 per occurrence for speakers/artists/performers and food services, \$2,000,000 per occurrence for [Elevated Risk](#) and all other services, 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

EXHIBIT A

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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>

EXHIBIT A

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

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

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

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

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

EXHIBIT B CERTIFICATIONS

By signature below the undersigned certifies that they are authorized to act on behalf of the proposer and agrees and certifies that:

- the proposer, to the best of the undersigned's knowledge, is not in violation of any Oregon tax laws described in ORS 305.380(4);
- they have read, understands and agrees to be bound by the RFP and all exhibits and addenda;
- 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
- they will furnish the designated item(s) and/or service(s) in accordance with the RFP and the contract.

Signature:_____

Date:_____

Name:_____

Telephone:(____)_____

Title:_____

Email:_____

Company Name:_____

Address, City, State, Zip:_____

EXHIBIT C
REFERENCES

PROPOSER'S NAME: _____

REFERENCE 1

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____

REFERENCE 2

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____

REFERENCE 3

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____

REFERENCE 4

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____