



**Oregon State**  
**University**

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## REQUEST FOR PROPOSAL

RFP Number: **P203309090CH**  
RFP Title: **Engineering and Delivery of a Dynamometer for Testing Marine Energy Systems**  
Submittal Email: [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

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## INTRODUCTION

Procurement, Contracts and Materials Management is seeking responsive responsible proposers to submit proposals for a high-torque motor/generator testbed for testing marine energy Power Take Off (PTO) systems.

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## SCHEDULE OF EVENTS

Issue Date: January 9, 2026 (4:00 pm, PT)  
Question Deadline: January 23, 2026 (4:00 pm, PT)  
**Closing: February 6, 2026 (4:00 pm, PT)**

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## OSU ADMINISTRATIVE CONTACT

Name: Cassandra Hurd  
Title: Purchasing Analyst  
E-Mail: [cassandra.hurd@oregonstate.edu](mailto:cassandra.hurd@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:**

The Wallace Energy Systems and Renewables Facility ("WESRF") at Oregon State University serves as a testing center for marine energy technology developers, as part of the Pacific Marine Energy Center ("PMEC"). The US Department of Energy is funding research and infrastructure development for WESRF and PMEC to develop a testbed for testing rotary PTO systems used in ocean wave energy and marine current turbines. The testbed will be mainly utilized by independent marine energy technology developers that use WESRF for testing and validation.

Ocean wave energy applications are generally characterized by high-torque and low-speeds in oscillatory motion. That is, rotation in one direction, then a reversal and rotation in the other direction, often with a reversal every few seconds (depending on the wave climate being emulated). Marine current turbines – which function in a manner similar to wind turbines – are characterized by unidirectional rotation, with torque and speed variations in accordance with turbulence or variations in the overall flow. The testbed needs to reproduce these torques and speeds.

The testbed will be able to provide oscillatory torque or speed inputs to an unspecified client PTO for testing and development. The role of the testbed is to replicate shaft torques and speeds in a lab environment that would be produced by hydrodynamic forces for a field deployment of a marine energy PTO system.

### **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](mailto: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](mailto: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](mailto: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:**

Scope of Work is listed in Attachment A.

#### **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. Proposer must include products with a minimum of a one-year warranty.

#### **4. PREFERRED QUALIFICATIONS:**

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

- b. Proposer should have a minimum of three (3) years as a company under the same legal name performing similar work as described in the scope of this RFP and in accordance with all applicable laws and regulations demonstrated by example projects.



## 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:

Submittal Document	Check-off
Description of how the goods or services offered specifically satisfy the Scope of Work described in section III. 1. Attachment A.	<input type="checkbox"/>
Detailed information about how the proposer meets the Minimum Qualifications described in section III. 3.	<input type="checkbox"/>
Detailed information about how the proposer meets the Preferred Qualifications described in section III. 4.	<input type="checkbox"/>
Complete and itemized pricing of the goods or services requested in a form that is equivalent to Attachment C Example Itemized Price Table. Including: <ul style="list-style-type: none"><li>• Description of reduced overall cost options.</li></ul>	<input type="checkbox"/>
Exhibit B, Certifications	<input type="checkbox"/>
Exhibit C, References	<input type="checkbox"/>
Exhibit D, Domestic Preference	<input type="checkbox"/>

### 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.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Scope of Work	45
Proposer's qualifications relative to the qualifications	15
Domestic Preferences	10
Price of the goods or services	30
<b>Total</b>	<b>100</b>

#### a. 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.

**BRAND NAME OR EQUAL:** Any manufacturers' names, trade names, brand names, information, catalogue numbers or source links specified in the solicitation are listed to describe the specifications and characteristics of desired products. Proposer may offer any brand, for which they are an authorized representative, that meets or exceeds the specification unless specified as "NO SUBSTITUTE". If proposals are based on equivalent products, proposer should include the offered brand and part number with the original proposal. Proposals that do not include the offered brand or part number may cause that line item to be non-responsive. Proposals lacking any written indication of intent to provide an equivalent product will be received and considered in complete compliance with the specification as listed in the RFP.

Specifications and quantities provided in this solicitation are based on estimated requirements and may be impacted by cost considerations.

Cost control governs the success of this Project. OSU relies on its proposer to achieve cost control, upholding the contracted price through to the closeout of the Project.

## ATTACHMENT A

### SCOPE OF WORK

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The testbed will serve two main functions: providing a testing platform for both wave energy conversion (WEC) PTO prototypes, and marine current turbine (MCT) PTO prototypes.

WEC PTOs are characterized by high torque, low speed, and oscillating operation (frequent back and forth speed reversals of the shaft). Additionally, torque and speed may not always be in phase, and therefore there may be momentary power flow from the PTO to the testbed, although on a longer term average the power flow will be from the testbed to the PTO.

MCT PTOs are characterized by lower torque and higher speed than the WEC case, and unidirectional speed.

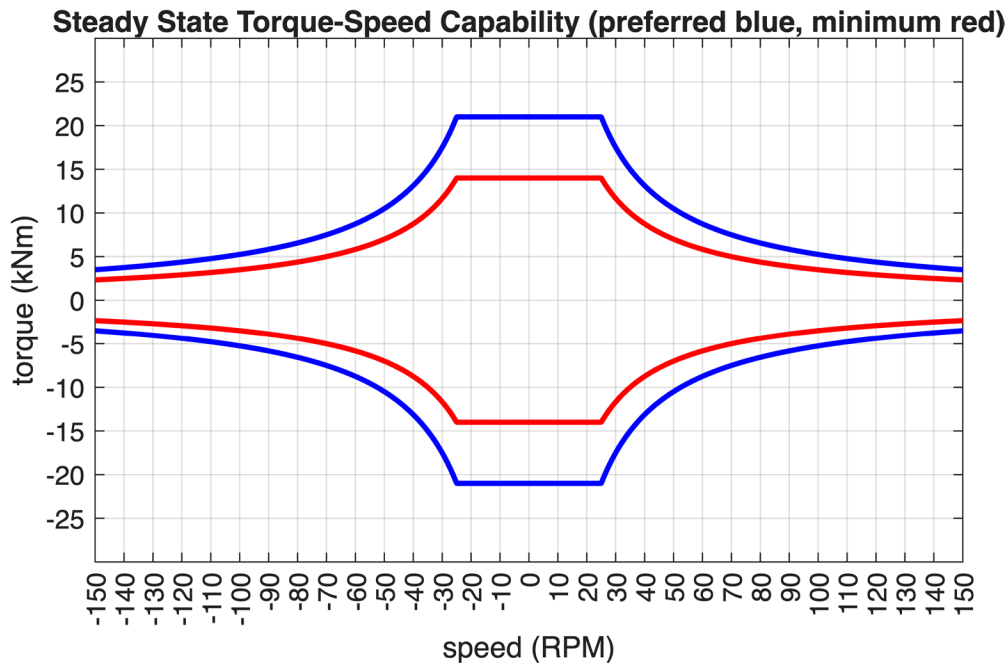
Proposer will provide OSU with either an engineered solution designed and built to meet the specifications outlined in the RFP Scope of Work or an existing, off-shelf model, a testbed that meets or exceeds the specifications. Proposer should clearly indicate which option they are offering and provide supporting details on compliance with specifications, delivery timelines, and any cost advantages.

<b>Torque Capability</b>
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A testbed system capable of the steady-state torque speed area shown below will meet the needs of both the WEC and MCT mode of operation. The torque is at the coupling to the WEC or MCT Device Under Test (DUT). The system should be capable of steady state operation anywhere inside the area. Note that full 4 quadrant operation is desired.

When testing WEC PTOs, the testbed will be required to oscillate a path within the operating area on the time scale of seconds. For example, in the most demanding case,  $\text{speed}(t) = 25 \sin(2\pi 1 t)$  RPM and  $\text{torque}(t) = 21000 \sin(2\pi 1 t)$  Nm concurrently. Therefore, in the WEC case, these peak speed and torque conditions occur at some duty cycle.

For testing MCT PTOs, the torque and speed is mostly constant, with some high frequency component modeling turbine turbulence and changes in flow speed.



The key corner points of the plot above are:

- 21 kNm at 25 RPM (preferred) or 14 kNm at 25 RPM (minimum)
- 4200 Nm at 150 RPM (preferred) or 2300 Nm at 150 RPM (minimum)

The max momentary overload torque is 29.5 kNm (preferred) or 19.7 kNm (minimum).

The gearbox should enable requirements that meet the linked product or its equivalent. <https://alpha.wittenstein-us.com/products/servo-gearboxes/low-backlash-planetary-gearboxes/tp-planetary-gearbox/>

### Slew Rates

- The largest required torque slew rate amplitude is 132 kNm/s (preferred) or 80 kNm/s (minimum).
- The largest acceleration (speed slew rate) expected (dependent on the particular DUT) is 100 rad/s/s.

### Electrical Service

- 480 V 3ph with a 200 A breaker
- DUT PTO power is managed by an independent connection to the electrical service designed and provided by the DUT developer.

## Mechanical

- Center shaft height of 36 inches
- Preferred shaft coupler should enable requirements that meet the linked product or its equivalent. <https://catalog.climaxmetal.com/item/locking-assemblies/locking-assembly-series-c405/c405e-425>
- T-rail mounting bed for the DUT, length of 135 inches and width of 36 inches (preferred) or length of 62 inches and width of 36 inches (minimum)
- Major testbed components are serviceable by a 3 ton overhead hoist

## Controls and Data Acquisition

- Ethercat for IO
- Measurements available over Ethercat: shaft torque, speed, and position
- Sample rate: 100 Hz (preferred) or 10 Hz (minimum)

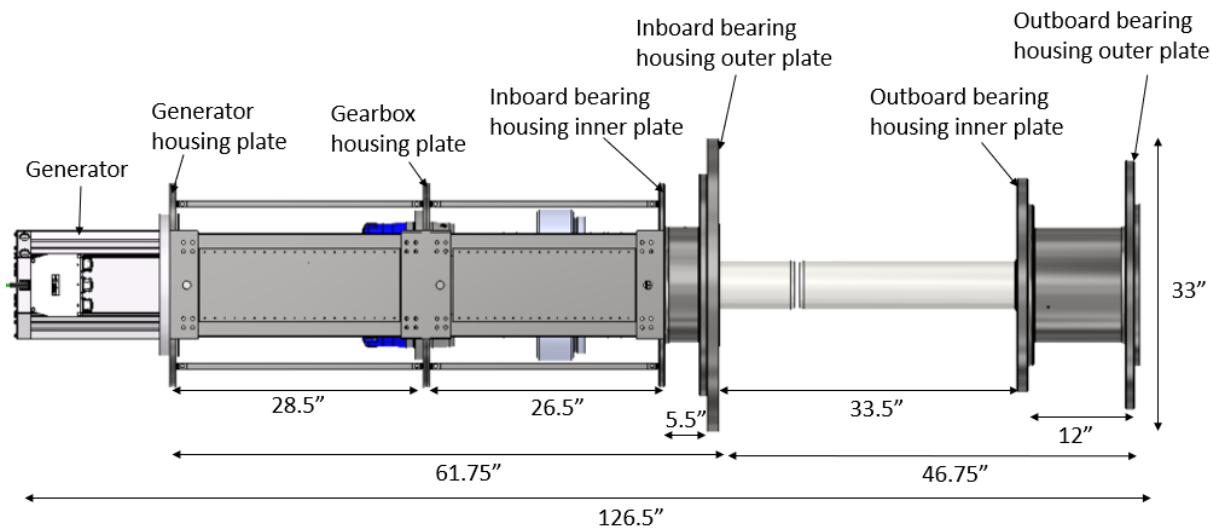
## Control Modes

- Manual position control (for alignment and testing, jogging, etc)
- Position control: position specified as
  - Fixed position
  - Programmable following a sine profile of specified amplitude and frequency (with torque supplied as necessary up to rated capability)
  - Following a setpoint trajectory specified as two columns (time and setpoint pairs) of a CSV or TXT file supplied by the user
  - Following a setpoint provided over Ethercat
- Speed control : speed specified as a fixed speed or programmable following a sine profile of specified amplitude and frequency (with torque supplied up to rated capability)
  - Fixed speed.
  - Programmable following a sine profile of specified amplitude and frequency (with torque supplied as necessary up to rated capability)
  - Following a setpoint trajectory specified as two columns (time and setpoint pairs) of a CSV or TXT file supplied by the user.
  - Following a setpoint provided over Ethercat.
- Torque control: torque specified as a fixed torque or programmable following a sine profile of specified amplitude and frequency.
  - Fixed torque.
  - Programmable following a sine profile of specified amplitude and frequency.

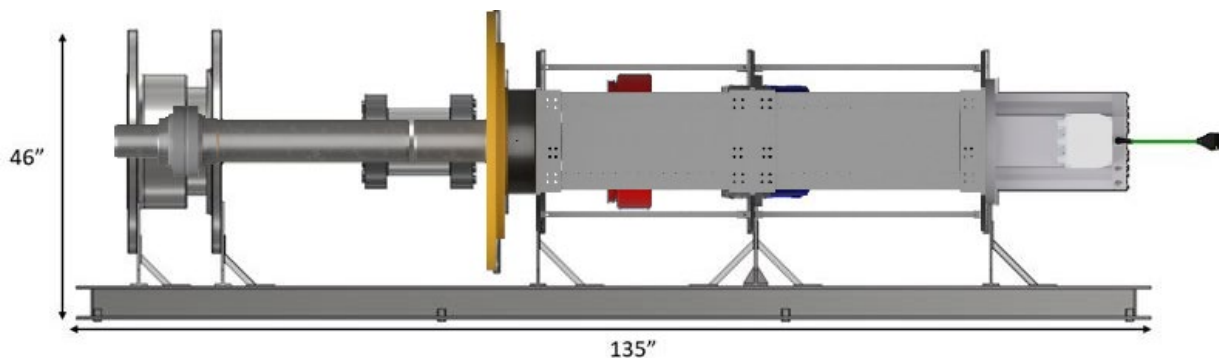
- Following a setpoint trajectory specified as two columns (time and setpoint pairs) of a CSV or TXT file supplied by the user. See Example in Attachment B.
- Following a setpoint provided over Ethercat
- Programmable limits on position, speed, and torque in all control modes for DUT protection.

Tracking position and speed performance will depend on the inertia and behavior of the DUT. The testbed should provide position and speed tracking up to its torque capability or limit. If position or speed tracking requires torque beyond testbed capability or limit, enter a graceful stop condition.

### Sample DUT



Top view. The shaft coupling is on the right.



Side view. The shaft coupling is on the left.



It is preferred that the entire 135-inch length can be accommodated, but the minimum consideration is the DUT inboard bearing and gearbox housing, which is 62-inches long.

This sample DUT has maximum torque and speed capability, the same as the desired testbed torque-speed specified above.

The inertia for this DUT, as seen from the low-speed shaft, is 3200 kg m<sup>2</sup>.

Other customers of the testbed will have DUTs that vary from this in-form factor and capability.

**ATTACHMENT B**  
**EXAMPLE CSV FILE**

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% Position Control		
% Time (seconds)		Reference Position (degrees)
0.1		0
0.2		1
0.3		1.7
0.4		2.5
0.5		2.1

**ATTACHMENT C**  
**EXAMPLE ITEMIZED PRICE TABLE**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Parts				
2.	Delivery				
3.	Commissioning				
4.	Warranty				
5.	Labor				
6.	Reduced overall cost options				
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
Shipping, freight, and handling must be included in quoted prices. Additional costs for such are disallowed. Delivery is F.O.B. destination, prepaid and allowed. Incoterm DDP-Delivered Duty Paid for international shipments.				<b>TOTAL</b>	<b>\$</b>

## **EXHIBIT A**

### **SAMPLE CONTRACT / TERMS AND CONDITIONS**

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These Standard Terms and Conditions for Goods shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

#### **1. DEFINITIONS:**

As used in this Contract, the terms set forth below are defined as follows:

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
  - i. The Solicitation Document and its Attachments and Addenda, if any; and
  - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of goods pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

#### **2. 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, or if OSU's order is funded by the federal or state government, the federal or state government, and their 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. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

#### **3. AFFIRMATIVE ACTION:**

Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

#### **4. APPLICABLE LAW; JURISDICTION AND VENUE.**

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

**5. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:**

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

**6. COMPLIANCE WITH APPLICABLE LAW:**

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

**7. CONFIDENTIALITY:**

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.311 to 192.478.

**8. DELIVERY:**

All deliveries are F.O.B. destination (Incoterm DDP for International Shipments) with all transportation and handling charges paid by the Contractor, unless specified otherwise on the face of the Purchase Order issued by OSU. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.

**9. EXPORT CONTROL:**

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

**10. FORCE MAJEURE:**

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

**11. GOVERNMENT EMPLOYMENT STATUS:**

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

**12. INDEMNITY, RESPONSIBILITY FOR DAMAGES:**

- a. 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, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, and its trustees,

officers, volunteers, employees, and agents from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.

- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, and its trustees, officers, volunteers, employees, and agents harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of OSU, nor purport to act as legal representative of OSU, without first receiving from the OSU General Counsel, in a form and manner determined appropriate by the General Counsel, authority to act on behalf of OSU, nor shall Contractor settle any claim on behalf of OSU without the approval of the General Counsel. OSU may, at its election and expense, assume its own defense and settlement in the event that OSU determines that Contractor is prohibited from defending OSU, or is not adequately defending OSU's interests, or that an important governmental principle is at issue and OSU desires to assume its own defense.

### **13. INSPECTIONS:**

Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

### **14. INSURANCE:**

Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability, and professional liability insurance as deemed applicable by OSU, with minimum limits of two million dollars (\$2,000,000) per occurrence and, unless otherwise specified in writing by OSU. Oregon State University, its trustees, officers, employees, and agents must be included as additional insured on the general liability insurance. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII. 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 commensurate with the statute of limitations for tort claims in Oregon. Contractor shall provide a Certificate of Insurance (COI) upon request.

### **15. INVOICES:**

Contractor shall send invoices to OSU for goods and services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice: a. The Purchase Order number;

- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

### **16. NECESSARY COMPONENTS:**

Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

**17. NON-COMPLIANCE:**

If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

**18. NOTICE:**

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and delivered to the other party via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

**19. OSU NAME AND TRADEMARK:**

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

**20. PARKING:**

Contractors doing business on the OSU campus may be required to have a permit to park, if utilizing restricted street parking or parking lots. Contractor parking permits may be picked up from OSU's Office of Transit & Parking Services.

**21. RECYCLABLE PRODUCTS:**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

**22. RETIREMENT SYSTEM STATUS:**

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**23. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:**

goods supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**24. SEVERABILITY:**

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

**25. SEXUAL HARASSMENT:**

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

**26. STANDARD COMPONENTS:**

Unless specified, Contractor shall provide goods with all components and accessories that the manufacturer lists as "standard" for goods.

**27. SURVIVAL:**

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

**28. TAX COMPLIANCE CERTIFICATION:**

Contractor certifies under penalty of perjury that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**29. TERMINATION:**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU 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.

**30. THIRD PARTY BENEFICIARY:**

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

**31. WAIVER:**

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**32. WARRANTIES:**

Unless specified, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for goods and carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.

**33. WORKERS' COMPENSATION:**

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

**34. MERGER:**

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, 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 IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.



## **FEDERALLY REQUIRED PROVISIONS**

### **35. 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.

### **36. 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.

### **37. 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).

### **38. 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.

### **39. COVERED TELECOMMUNICATIONS EQUIPMENT AND 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>

### **40. 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.

**41. 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.

**42. 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).

**43. 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."

**44. 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.

*[Remainder of this page left intentionally blank.]*

## EXHIBIT B CERTIFICATIONS

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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**

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**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: \_\_\_\_\_

## EXHIBIT D

### DOMESTIC PREFERENCE

Pursuant to 2 CFR 200.322, OSU is providing a preference, during proposal first stage evaluations, for the purchase, acquisition, or use of goods, products, or materials produced in the United States ("U.S. Materials".) In implementation of this regulation, OSU will grant 2 points, up to a maximum total of 10 points, for each item in which 100% U.S. Materials will be used. For purposes of this section: 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

To receive preference points during proposal first stage evaluations, proposers must provide a signed copy of Exhibit D certifying the below information with their proposal for any goods, products, or materials that are produced in the United States. Failure to include a signed copy of Exhibit D certifying the below information for U.S. Materials will result in not receiving domestic preference points.

Instructions:

1. If you are using 100% U.S. Materials in your proposal, enter Y in the right column.
2. If you are using a listed material in your proposal, but you are NOT using 100% U.S. Materials, enter N in the right column.
3. If you are NOT using a listed material in your proposal, enter N/A in the right column.

Materials	100% U.S. Materials Used (Y/N)
Iron	
Steel	
Non-ferrous metals (e.g., aluminum)	
Plastics and Polymer-based Products (e.g., polyvinyl chloride pipe)	
Cement	
Aggregates (concrete)	
Glass (including optical fiber)	
Lumber	

By signing below, the undersigned certifies and represents under penalty of perjury that they are authorized to act on behalf of the proposer, and that all the statements, certifications, representations, and other information supplied for Exhibit D are true and correct as of the date signed below.

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

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

Signatory Name:\_\_\_\_\_

Company Name:\_\_\_\_\_