



## REQUEST FOR PROPOSAL

---

RFP Number: **P-2026-021007-JK**

RFP Title: **Oregon State University Executive Searches**

Submittal Email: [\*\*bids@oregonstate.edu\*\*](mailto:bids@oregonstate.edu)

## INTRODUCTION

---

Office of Procurement, Payment and Travel (OPPT) is seeking responsive responsible proposers to submit proposals for executive search services for two (2) upcoming searches.

## SCHEDULE OF EVENTS

---

Issue Date: **February 02, 2026**

Question Deadline: **February 6, 2026 (3:00 pm, PT)**

**Closing:** **February 12, 2026 (3:00 pm, PT)**

## OSU ADMINISTRATIVE CONTACT

---

Name: Jennifer Koehne

Title: Procurement Contract Officer

E-Mail: [\*\*jennifer.koehne@oregonstate.edu\*\*](mailto:jennifer.koehne@oregonstate.edu)

The Office of Procurement, Payment, and Travel 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:

OSU will soon initiate national searches for two senior leadership positions: Vice Provost for [Educational Ventures](#) (which includes our [Top 10 Ranked Ecampus](#) program); and Vice Provost for [University Information and Technology](#) and Chief Information Officer.

OSU is looking to obtain the services of an executive search firm(s) with an interest in partnering with the university on one or both searches.

### 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 OPPT 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:

Proposer to provide Executive Search Services, including:

- Develop an understanding of the position, scope of responsibilities, compensation package, and other aspects of the relevant position(s)
- Assist the search advisory committee in refining the timeline and process for conducting the search
- Assist the appointing authority and search advisory committee with creation of a position profile based on the needs of the university and input gathered from the OSU community and relevant stakeholders
- Work with the search advisory committee to recruit and screen applicants to build an excellent and diverse candidate pool
- Identify qualified applicants/candidates for search advisory committee review and providing applicant/candidate profiles
- Facilitate candidate interviews
- Conduct reference checks for finalists
- Collect and report OSU-requested demographic information from each applicant and the final disposition of each applicant as per guidelines provided by OSU
- Prepare detailed reports regarding the candidate's strengths and weaknesses
- Assist the search advisory committee in planning finalists' on-site visits, and
- Assist in negotiations regarding salary and benefits when necessary

OSU will expect the firm to perform due diligence checks on all semifinalists and finalists. The university will also conduct a separate independent background check on all finalists.

#### Search Timelines:

- Vice Provost/DEV:
  - Seeking to appoint a vice provost who can begin their appointment on/near June 1, 2026.
- Vice Provost/UIT:
  - Seeking to appoint a vice provost who can begin their appointment on/ear July 1, 2026.

OSU reserves the right to award to either one firm for both searches or separate awards for each search called out under the RFP.

#### 2. SAMPLE CONTRACT:

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

### **3. MINIMUM QUALIFICATIONS:**

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

- a. Proposers that can demonstrate at least three (3) years of experience providing the goods and services requested at colleges, universities, independent schools, and non-for-profit organizations of similar size to OSU.

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

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

- a. Proposers that can demonstrate experience with land-grant universities.
- b. Proposer that can demonstrate commitment to the core value of diversity and equity in all phases of the search.

## 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. Be sure to note how you can meet the search timelines.	<input type="checkbox"/>
Detailed information about how the proposer meets the Minimum Qualifications described in section III including the following:	<input type="checkbox"/>
Company history demonstrates at least three (3) years of providing the goods and services requested under the Scope of Work in section III and as called out under Minimum Qualifications in section III.	<input type="checkbox"/>
List of relevant/similar searches your firm has managed over the past 3 years. Include institution name, position title, year of search, and outcome. Of the list of searches provided, detail how many of them included a diverse pool of finalists and how many concluded in an appointment of individuals with minoritized social identities.	<input type="checkbox"/>
Detailed information about how the proposer meets the Preferred Qualifications described in section III.	<input type="checkbox"/>
List of land-grant institutions you have provided similar goods or services to.	<input type="checkbox"/>
Description of your firm's commitment to diversity and equity throughout the search process, and in particular the strategies you use to build an excellent and diverse pool of finalists.	<input type="checkbox"/>
Names and bios for the individuals who will work on this search. Be clear about who will serve as lead and who will serve in supporting roles. (Include details about where each team member is based.)	<input type="checkbox"/>
An outline of your firm's due diligence approaches including the key pieces of information provided at each phase of the search and the methodology used.	<input type="checkbox"/>
Complete and itemized pricing of the goods or services requested.	<input type="checkbox"/>
Exhibit B, Certifications	<input type="checkbox"/>
Exhibit C, References- list three (3) to five (5) references which demonstrate efforts comparable to the Scope of Work in section III for institutions of similar size to OSU.	<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	35
Price of the goods or services	20
<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.

## EXHIBIT A

### SAMPLE CONTRACT / TERMS AND CONDITIONS

#### OREGON STATE UNIVERSITY STANDARD PROFESSIONAL SERVICES CONTRACT PROVISIONS

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

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

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

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

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

**DIGITAL ACCESSIBILITY.** If Contractor provides any technology, equipment or interconnected system or subsystem used in the automatic acquisition, creation, storage, conversion, duplication, manipulation, management, movement, control, display, switching, interchange, distribution, transmission, or reception of data or information including but not limited to: computers and ancillary equipment, firmware, and similar products; desktop, mobile, and cloud-based software applications; internet and intranet websites; search engines and databases; content delivered in digital form, including electronic books and electronic book-reading systems; learning management systems, classroom technology and multimedia, personal response systems (e.g., "clickers"), and equipment such as classroom podiums; information kiosks; copiers and fax machines; telecommunications products (such as telephones); and automated Teller Machines (ATMs) and similar transaction machines (collectively, "Information Technology"), Contractor shall ensure that all Information Technology is accessible to all individuals with substantially equivalent ease of use, in compliance with OSU Policy 08-020 Digital Accessibility.

For web content, Contractor shall 1) deliver content in compliance with Web Content Accessibility Guidelines 2.1, Level AA or above ("WCAG"); and 2) provide OSU with an Accessibility Conformance Report detailing the content's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template. Contractor must ensure any installation, configuration, integration, updates, or maintenance provided on applicable products are completed in a way that does not reduce the original level of WCAG conformance.

Contractor will promptly communicate and work cooperatively with OSU in response to any questions OSU may have regarding the accessibility of Contractor's Information Technology. If for any reason Contractor's Information Technology, is determined non-compliant, Contractor shall: 1) provide immediate notification to OSU indicating what aspect(s) of the Information Technology is non-compliant; 2) provide a resolution plan and timeline to OSU for remedying non-compliant Information Technology within thirty (30) days of notice; and 3) indemnify and hold OSU harmless in the event of any claims related to accessibility non-compliance. Time is of the essence and resolution of non-compliant Information Technology must be addressed as a high priority. Failure to make satisfactory progress towards compliance, may constitute a breach of contract and be grounds for termination or non-renewal of the Contract.

**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.

**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.

**GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the

Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

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

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

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

**INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of this Contract:

- a. General Liability insurance with minimum limits of \$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.

**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.

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

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

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

**TERMINATIONS.** This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed,

or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (b) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

**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.

**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.

#### 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/plub123/PLAW-115publ123.pdf>

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

**DOMESTIC PREFERENCE.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

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

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

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

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

**MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES.

ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS..]

**EXHIBIT B**  
**CERTIFICATIONS**

---

By signature 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**

---

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

#### **REFERENCE 5**

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

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Goods/Services Provided: \_\_\_\_\_