



REQUEST FOR PROPOSAL

RFP Number: P2026-020825LS
RFP Title: Online Tutoring Services
Submittal Email: bids@oregonstate.edu

INTRODUCTION

Procurement, Contracts and Materials Management is seeking responsive responsible proposers to submit proposals for Online Tutoring Services that support Oregon State University students 24 hours per day, seven days per week. These services are intended to accommodate the needs of Ecampus students living and studying around the world.

SCHEDULE OF EVENTS

Issue Date: March 20, 2026 (11:00 am, PT)
Question Deadline: April 3, 2026 (11:00 am, PT)
Closing: April 17, 2026 (2:00 pm, PT)

OSU ADMINISTRATIVE CONTACT

Name: Loni Spear
Title: Procurement Analyst
E-Mail: Loni.spear@oregonstate.edu

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

I. GENERAL

1. BACKGROUND:

Oregon State University (OSU) Ecampus offers more than 80 fully online degree programs across a broad range of disciplines, including science, engineering, business, public health, arts, humanities, natural resources, and agricultural sciences. OSU is a national leader in online education and is consistently ranked among the top online bachelor's degree programs in the United States.

OSU Ecampus seeks to partner with a qualified vendor to provide online tutoring services supporting undergraduate and graduate students across multiple disciplines. Tutoring services are needed for a wide range of subject areas, with particular demand in STEM subjects (such as mathematics, chemistry, physics, biology, and computer science) and world languages (including Spanish, French, Korean, Japanese, German, Italian, and American Sign Language).

The student experience is a top priority for OSU. The selected vendor must prioritize customer satisfaction, affordability, and high-quality tutoring services. Tutors must be qualified to support upper-division college coursework and provide a positive, supportive, and non-judgmental learning environment for students.

Historically, OSU has met this need through third-party online tutoring vendors. The selected vendor must be capable of supporting students located internationally and must comply with applicable digital accessibility requirements.

OSU Ecampus estimates approximately 3,000 tutoring hours will be needed for the upcoming academic year, though actual usage may vary. Annual tutoring usage over the next three (3) years is expected to range between 2,200 and 4,000 hours per year. These estimates are provided for planning purposes only and do not represent a minimum purchasing commitment by OSU.

2. OREGON STATE UNIVERSITY:

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

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

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

3. APPLICABLE REGULATIONS / JURISDICTION AND VENUE:

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

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

II. INSTRUCTIONS TO PROPOSERS

1. COMMUNICATIONS DURING RFP PROCESS:

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

2. QUESTIONS:

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

3. ADDENDA:

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

4. SIGNATURE:

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

5. PUBLIC RECORD:

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

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

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

6. SUBMISSION:

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

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

It is highly recommended that the proposer confirms receipt of the email with the OSU Administrative Contact noted in this RFP. The OSU Administrative Contact may verify receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the proposal or address the overall responsiveness of the proposal.

7. MODIFICATION:

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

8. WITHDRAWALS:

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

9. LATE SUBMITTALS:

Proposals and written notices of modification or withdrawal must be received no later than the closing date and time. For purposes of this RFP, the official date and time is the date and time that the email is received at the bids@oregonstate.edu email address. OSU may not accept or consider late proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the proposer to ensure OSU's receipt of its proposal prior to closing. OSU shall not be responsible for any delays or misdeliveries caused by transmission errors, malfunctions, or electronic delays including those within OSU's network. IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE OSU HAS RECEIVED THE PROPOSAL BY CLOSING DAY AND TIME. Any risks associated with electronic transmission of the proposal are borne by the proposer.

10. PROPOSAL OPENING:

Proposals will be opened immediately following the closing. Proposers may request to attend a virtual proposal opening which may be conducted via Zoom or other electronic meeting platform. Please inform the OSU Administrative Contact in advance if you would like to attend the proposal opening. Only the names of the proposers submitting proposals will be announced. No other information regarding the content of the proposals will be available.

11. PROPOSALS ARE OFFERS:

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

12. RIGHT TO REJECT:

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

13. PROPOSAL CANCELLATION:

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

14. PROPOSAL PREPARATION COST:

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

15. AWARD:

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

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

16. APPROVALS:

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

17. PROPOSAL RESULTS:

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

18. CONTRACT REVIEW AND NEGOTIATION:

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

19. INVESTIGATION OF REFERENCES:

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

III. SCOPE OF WORK AND QUALIFICATIONS

1. SCOPE OF WORK:

OSU anticipates awarding a contract with an initial one-year term and up to six (6) additional one-year renewal options, for a maximum potential contract term of seven (7) years. Renewal will be at the sole discretion of the university and may be based on vendor performance and program needs.

Proposers' pricing structure should be presented in some form of hourly rate such as a bill-by-the-hour model or the pre-purchase of hours in bulk. Please be sure to detail and itemize any other non-hourly costs you anticipate. Proposers are also welcome to present alternative costing models such as a flat annual cost for unlimited hours per user but should also include some form of hourly cost structure if possible.

The proposer must demonstrate how the proposed services and platform meet the following requirements in their proposal:

Tutoring Service Requirements

- Provide online tutoring services available twenty-four (24) hours per day, seven (7) days per week.
- Demonstrate operational capacity to support continuous tutoring services, including staffing, scheduling, and infrastructure sufficient to meet OSU demand.
- Provide tutoring services across STEM subjects, including examples such as mathematics, chemistry, physics, statistics, biology, and computer science.
- Provide tutoring services for world language subjects, including examples such as Spanish, French, Korean, Japanese, German, Italian, and American Sign Language.
- Subject coverage may evolve based on student demand. The vendor must demonstrate the ability to support a broad range of academic subjects and adjust offerings as needed.
- Provide both on-demand tutoring and scheduled tutoring sessions where available.
- Provide options for students to schedule directly with a specific tutor.
- Maintain a quality control plan for hiring, training, and managing tutors.

- Tutors must be qualified to support upper-division college coursework and provide a positive, supportive, and non-judgmental learning environment.
- Provide the ability for OSU tutors to access the platform and provide tutoring services if needed.

Platform Requirements

- Provide integration with Canvas. OSU's technical standard for Canvas integrations uses LTI 1.3 or LTI Advantage. Ease of use and functionality within the Canvas interface will also be evaluated.
- Provide a modern tutoring platform, including:
 - Virtual whiteboard functionality
 - Coding space for computer science tutoring
- Provide an OSU-branded interface.

Administrative and Reporting Capabilities

The vendor must provide tools and functionality that enable OSU to:

- Manage subject offerings by institution, major, or individual user.
- Manage user access, including granting or restricting access at the individual level.
- Review tutoring sessions for quality assurance and appropriate tutoring practices.
- Access reporting and administrative tools, including a dashboard, to monitor tutoring activity, generate usage reports, analyze trends, and manage system use.

Service and Support

- Provide technical support and respond to support requests within twenty-four (24) hours.
- Provide documentation, training materials, or other resources necessary to support successful use of the platform by students, faculty, and administrators.

Compliance and Security

- Comply with applicable digital accessibility standards and provide supporting documentation (such as a VPAT).
- Successfully complete OSU's required information security review process prior to contract execution.
- Maintain compliance with FERPA and applicable data privacy requirements, ensuring protection of student information.

Optional / Enhanced Features

- OSU is interested in additional platform capabilities that enhance student learning and engagement. Proposers are encouraged to describe any enhanced features available within their platform, including but not limited to:
 - AI-assisted tutoring tools or chatbot functionality designed to guide students through the learning process rather than directly providing answers.
 - The ability for OSU to enable or disable such features based on institutional preference.

Pricing

- Provide pricing options that allow for pre-purchase of bulk hours
- Proposers may include alternative pricing models; however:
 - If proposing a pricing structure other than an hourly rate, proposers must include an equivalent hourly rate for evaluation purposes.

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) Experience providing tutoring services for online students and adult learners in a virtual or online environment.

b) Experience providing tutoring services to higher education institutions.

4. PREFERRED QUALIFICATIONS:

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

- a) Proposer has extensive experience providing online tutoring services to higher education institutions similar in size and complexity to OSU.
- b) Proposer demonstrates organizational stability and the ability to support a multi-year tutoring services contract.

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. This should include, at a minimum: <ul style="list-style-type: none"> • Tutoring service delivery (subjects, availability, scheduling) • Platform functionality and user experience • Administrative and reporting capabilities (including dashboard functionality) • Tutor qualifications and management, including recruitment, vetting, training, and quality assurance • Implementation approach, including onboarding and timeline • Technical capabilities, including Canvas integration (LTI 1.3 or LTI Advantage) and system compatibility • Data security, privacy, and accessibility compliance 	<input type="checkbox"/>
Detailed information describing 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"/>
Exhibit B, Certifications	<input type="checkbox"/>
Exhibit C, References	<input type="checkbox"/>
Exhibit D, Security Assessment	<input type="checkbox"/>
Exhibit E – Pricing Proposal including all hourly, bulk-hour, and any	<input type="checkbox"/>

additional or recurring fees	
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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	50
Proposer's qualifications relative to the qualifications	40
Price of the goods or services	10
Total	100

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 10 price points (the maximum)

Proposer B's price is \$500

Proposer B is awarded 9 price points ($450/500 \times 10$)

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

This Contract is between Oregon State University for its Ecampus ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number P2026-020825LS entitled Online Tutoring Services and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires on [insert date]. OSU has the option to extend the term of this Contract for [insert number of renewals both spelled out and (number) format] additional [insert length of renewal terms both spelled out and (number) format] terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. 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 funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice 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. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. 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.

2. STATEMENT OF WORK:

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract: Online Tutoring services.

B. ACCEPTANCE OF SERVICES. Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the 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 pursue any of the remedies for Contractor's default detailed in that Section above.

C. BUSINESS REVIEWS.

Contractor will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

3. COMPENSATION:

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$[insert total amount of contract]

A. METHOD OF PAYMENT FOR SERVICES.

Hourly Rate up to Maximum Amount) OSU shall pay Contractor \$[insert hourly rate] per hour up to but not in excess of \$[insert maximum amount] for completing all services required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES.

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

C. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

D. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number.
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services.
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract.
- d. The total amount is due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

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 ($\frac{2}{3}$ of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

4. INSURANCE:

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. Such insurance policy is 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, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

B. PROFESSIONAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.

C. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

D. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

E. SUBCONTRACTORS

If Contractor enters into subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in section 4.

F. 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.

G. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

H. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the 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.

5. INDEMNIFICATION:

A. INDEMNITY.

a. Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

B. DEFENSE.

a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without

limitation, its validity, interpretation, construction, performance, or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.

- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. 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 paragraph (b), 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.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations, and policies.
- b. 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) Paragraphs 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) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) 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.

C. FEDERALLY REQUIRED PROVISIONS.

- a. 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.

- b. 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.
- c. 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).
- d. 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.
- e. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f).
<https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>
- f. 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.

- g. **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.
- h. **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).
- i. **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."
- j. **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.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311 to 192.478).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services 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 Ch. 437, for the products subject to this provision.

F. FIREARMS POLICY.

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

G. 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 obtained through OSU's Office of Transit & Parking Services.

H. SEXUAL HARASSMENT POLICY.

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.

I. SMOKING POLICY.

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. 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.

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO 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

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy, or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following 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. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. 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 under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the

subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee, or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator
OSU OPPT
ATTN: [Contract No.] Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: procurement@oregonstate.edu

and: OSU Departmental Administrator
[[Name]
[Title]
[[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

CONTRACTOR Contract Administrator
[Name]
[Title]
[Address]
[City, State, Zip]

Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU's Vice President of University Relations and Marketing, which consent may be withheld in OSU's sole discretion.

J. 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.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

N. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

O. 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.

P. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal, and enforceable.

Q. MERGER.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

8. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. 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.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

SAMPLE

**EXHIBIT B
CERTIFICATIONS**

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

- the proposer, to the best of the undersigned's knowledge, is not in violation of any Oregon tax laws described in ORS 305.380(4);
- they have read, understands, and agrees to be bound by the RFP and all exhibits and addenda;
- the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the proposal or contract termination; and
- they will furnish the designated item(s) and/or service(s) in accordance with the RFP and the contract.

Signature: _____

Date: _____

Name: _____

Telephone: (____) _____

Title: _____

Email: _____

Company Name: _____

Address, City, State, Zip: _____

**EXHIBIT C
REFERENCES**

PROPOSER'S NAME: _____

REFERENCE 1

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____

REFERENCE 2

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____

REFERENCE 3

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____

REFERENCE 4

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email: _____

Goods/Services Provided: _____

**EXHIBIT D
SECURITY ASSESSMENT**

Proposer may complete and submit the HECVAT document attached as Exhibit D – HECVAT v410, provide an already completed HECVAT version 4.0 or higher, or provide an equivalent Proposer security assessment to satisfy this requirement. The submitted form should be marked as “Exhibit D – Security Assessment.”

**EXHIBIT E
PRICING PROPOSAL**

Proposers must complete the pricing table below. If proposing alternative pricing models, an equivalent hourly rate must still be provided for evaluation purposes.

Pricing Structure	Price	Notes
Standard tutoring rate (per hour)	\$ / hour	
Bulk purchase – 500 hours	\$ total	
Bulk purchase – 1,000 hours	\$ total	
Bulk purchase – 2,000 hours	\$ total	
Platform, onboarding, implementation, or integration fees (if any)	\$	Describe
Any additional or recurring fees	\$	Describe

The table below is provided for evaluation purposes only. Proposers should calculate the total cost based on the pricing structure proposed.

Estimated Annual Tutoring Hours	Total Cost
2,200 hours	\$
3,000 hours	\$
4,000 hours	\$