



Procurement and Contract Services (PaCS)

Oregon State University, 644 SW 13th St, Corvallis, Oregon 97333-4238

T 541-737-4261 | F 541-737-2170 | <http://pacs.oregonstate.edu/>

Executive Search Firm for Oregon State University's Search for Vice President for Finance and Administration

INFORMAL REQUEST FOR PROPOSAL No. DL159574IRFP

May 8, 2012

Dear Potential Proposer:

Oregon State University ("OSU") is soliciting proposals for an executive search firm for the purpose of finding a Vice President for Finance and Administration. In addition to the routine nomination and recruitment activities that we undergo for our administrative searches, we seek a firm to help build an excellent and diverse applicant pool. The contract will commence as soon as a suitable firm is identified.

Interested consulting firms may respond in writing and in accordance with the Informal Request for Proposal no later than 2:00 PM, Thursday, May 24, 2012 (Proposal Closing Time) to Debora Lauer, OSU Procurement and Contract Services, 644 SW 13th Street, Corvallis, Oregon 97333-4238.

OSU is an AA/EEO employer and encourages the submittal of responses from women, minority-owned and emerging small business enterprises.

OSU may reject any response not in compliance with all prescribed public contracting procedures and requirements, and may cancel this solicitation or reject any or all responses upon a finding of OSU it is in the public interest to do so.

If you have any questions regarding this Informal Request for Proposal, please address those questions to me at the [email](#) contact information listed below.

Sincerely,

Debora Lauer
Purchasing Analyst
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Debora.Lauer@oregonstate.edu

1. BACKGROUND

1.01 Oregon State University

OSU is one of only two American Universities to hold the Land, Sea, Sun and Space Grant designations and is the only Oregon institution recognized for its “very high research activity” (RU/VH) by the Carnegie Commission on Higher Education. OSU is comprised of 12 academic colleges with strengths in natural resources, earth dynamics and sustainability, life sciences, entrepreneurship and the arts and sciences. OSU has facilities and/or programs in every county in the state, including 15 regional experiment stations, 35 county extension offices, a branch campus in Bend, a major marine science center in Newport, and a range of programs and facilities in Portland. OSU is Oregon’s largest public research University.

Oregon State welcomes a diverse student body of nearly 25,000 students from across Oregon, all 50 states and more than 100 countries. They can choose from more than 200 undergraduate and more than 80 graduate degree programs, including over 20 degrees offered online. Oregon State increasingly attracts high-achieving students, with nationally recognized programs in areas such as conservation biology, agricultural sciences, nuclear engineering, forestry, fisheries and wildlife management, community health, pharmacy and zoology.

1.02 Research at OSU

Headed by the Vice President for Finance and Administration, the Office of Finance and Administration provides leadership, vision, coordination and budgetary guidance for Athletics, Budget and Fiscal Planning, Business Affairs, Business Services, Conferences and Special Events, Facilities Services, Human Resources, and Oregon State Police/Public Safety.

2. SCOPE OF WORK & REQUIREMENTS

2.01 Overview

OSU has embarked upon a capital campaign to raise support for its goals, which align with the needs of Oregon, the region and the nation. To learn more about our campaign priorities and progress, visit <http://osufoundation.org/>.

OSU has an institution-wide commitment to diversity, multiculturalism, and community. We actively engage in recruiting and retaining a diverse workforce and student body that include members of historically underrepresented groups. We strive to build and sustain a welcoming and supportive campus environment. OSU provides outstanding leadership opportunities for people interested in promoting and enhancing diversity, nurturing creativity, and building community.

2.02 Scope of Work:

The complete Scope of Work is contained in Attachment B to the Personal/Professional Services Contract contained in Section 5, Exhibit A.

2.03 Required Experience

- Executive search firm specializing in providing executive recruitment services to colleges, universities, independent schools and not-for-profit organizations.

2.04 Preferred Experience

- A firm that has had specific experience with administrative searches for Vice Presidents for Finance and Administration at land-grant universities.

3. REQUIRED SUBMITTALS & EVALUATION

3.01 Required Submittals

Proposing agencies shall submit the following requested information:

- (a) A submittal letter detailing how Proposer meets the required experience as outlined in section 2.03 of this IRFP, signed by an authorized representative of the Proposer.
- (b) Narrative describing your firm's history and an overview of services available within your firm.
- (c) A document detailing your record of successful searches for positions within universities, include position title, name of university and a description of your involvement.
- (d) Detailed description of how you will work with the OSU search committee to optimize the capabilities of our search committee and your firm.
- (e) Describe how applicants will be recruited and screened, including how the firm will ensure a diverse applicant pool and the firm's record in diverse hires.
- (f) Information and credentials about the key staff who will be involved in this contract.
- (g) Information regarding how you interact with clients and any services that would be outsourced beyond the firm's staff.
- (h) Three (3) references from other colleges or universities, relevant to the work to be performed in this contract, Exhibit B.
- (i) An estimated budget/financial proposal, detailing the hourly rate for services and an estimated travel budget for all in-person visits anticipated to campus. Budget should include economy-class airfare, lodging, car rental, local transportation, meals, all in accordance with Oregon University System approved rates, available at www.ous.edu/cont-div/fasom/sec11/sumrates.php, as well as toll-calls, photocopies, report materials, and other miscellaneous supplies.
- (j) A proposed timeline to perform the work set out in Attachment B, Scope of Work.
- (k) Exhibit C, fully completed

3.02 Investigation of References

OSU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. OSU may postpone the award or execution of the contract in order to complete its investigation. OSU reserves the right to reject any Proposal response or to reject all Proposal responses at any time prior to OSU's execution of contract if it is determined to be in the best interest of OSU to do so.

3.03 Evaluation

This is a multistage solicitation. The evaluation committee will perform first stage evaluations on the written Proposals based on the criteria identified below. A percentage will be given in each criteria and a total score will be determined. The maximum percentages available for each category are identified below.

Scoring of the Proposals:

Firm's History and Record of Successful Outcomes*	15%
Experience and Qualifications	40%

Client Interaction/Services	20%
<u>Budget/Costs</u>	<u>25%</u>
Total	100%

* Successful outcomes = executive administrators successfully appointed in administrative positions in universities.

OSU may award after the first stage to the highest ranked proposer without moving on to the second stage. If OSU decides to move to a second stage, the highest ranked Proposers from the first stage evaluations of the written Proposals will move to the second stage of the evaluation. Proposers who are included in the second stage of evaluation may be asked to interview with or present to the evaluation committee.

Percentages awarded in the first stage evaluation will not be carried through to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements of the IRFP and OSU's needs, considering the strength of the interview/presentation and all other factors.

3.04 Proposal Results

Proposals are a firm offer and will be held open for 45 days. The successful Proposer will be notified upon completion of the evaluation. Awarded Proposal files are public records and available for review at PaCS by appointment. Proposers may view awarded Proposals by requesting a copy of such from PaCS.

4. INSTRUCTIONS TO PROPOSERS

4.01 Provisions and Requirements

All Proposals are subject to the provisions and requirements of the applicable Oregon Revised Statutes and Oregon Administrative Rules for the Oregon University System.

4.02 Proposal Format

Proposals must be typed and must be submitted in accordance with the Required Submittals and Proposal Submission of this Informal Request for Proposal.

4.03 Conformance to Proposal Requirements

Proposals should conform to the requirements of the Informal Request for Proposal. All necessary attachments must be submitted with the Proposal and in the required format. Prices must be for the unit indicated on the Proposal. Failure to comply with all requirements may result in rejection of the Proposal.

4.04 Addenda

Only documents issued as addenda by OSU Procurement and Contract Services (PaCS) serve to change the IRFP in any way. No other direction received by the Proposer, written or oral, serves to change the IRFP document. Note: if you have received a proposal you should consult PaCS to assure that you have not missed any addenda announcements. Proposers are not required to return addendums with their proposal. However, proposers are responsible to make themselves aware of, obtain and incorporate any changes made in any addendums issued, and to incorporate any changes made by addendum into their final proposal. Failure to do so may, in effect, make the proposer's proposal non-responsive, which may cause the proposer's proposal to be rejected.

4.05 Signature on Proposal

Signature on a Proposal certifies that the Proposer has read and fully understands all Proposal specifications, terms and conditions. It is the responsibility of the Proposer to fully understand the

content of the Informal Request for Proposal. No consideration will be given to a claim resulting from the Proposer offering without comprehending all requirements of the Informal Request for Proposal.

4.06 Request for change of Proposal Specifications, Terms or Conditions

A Proposer may request changes to the Proposal specifications, terms or conditions by submitting a request for change, in writing, to PaCS. To be considered, requests for change must be received at least two (2) days before the Proposal Closing Date and Time, unless specified otherwise in the Proposal document. Envelopes, e-mails or faxes containing requests for change should be marked as follows:

Proposal Request for Change for:
IRFP # _____
IRFP Title: _____
Closing Date: _____

4.07 Proposal Submission

Proposals should be received and time-stamped by PaCS by the Proposal Closing Time. Proposals received after Proposal Closing Time may not be considered. Envelopes, faxes, or e-mails containing Proposals should contain the IRFP No., IRFP Title, Closing Date and Time.

MAIL

If Proposer mails its Proposals, it should be addressed to: OREGON STATE UNIVERSITY, PACS, 644 SW 13th STREET, CORVALLIS, OR 97333-4238.

FAX

If Proposer sends its Proposal by facsimile, it should be sent to: (541) 737-2170

E-MAIL

If Proposer sends its Proposal by electronic mail, it should be in PDF format and sent to: Debora.Lauer@oregonstate.edu

PaCS shall not be responsible for the proper identification and handling of any Proposal not submitted in a timely manner or addressed as indicated above. Nor will PaCS be responsible for the delay or failure of the transmission or receipt of a Proposal sent via facsimile or electronic mail, receipt of illegible, garbled or incomplete documents, the availability or condition of the receiving facsimile machine or incompatibility between the sending machine and the receiving machine, or the security or confidentiality of the information in the Proposal.

If Proposer sends its Proposal via mail please include 1 original and 3 copies.

5. Personal/Professional Services Contract

The following Personal/Professional Services Contract contains the terms and conditions of the contract to be issued as a result of this Informal Request for Proposal.

EXHIBIT A
Oregon State University
PERSONAL/PROFESSIONAL SERVICES CONTRACT

Department Contract #DL159574P

This contract is entered into by and between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University (OSU/Institution) and Office of the President (Department) and (Contractor).

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

This contract and any amendments to this contract will not be effective and no work shall begin until approved by the Contracts Officer of OSU and by the appropriate persons as listed below.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OUS Standard Contract Provisions and Attachment B, Scope of Work and Additional Terms and Conditions; Attachment C, Other Attachments.

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

Type required: CGL AUTO Professional

OSU AND OTHER SIGNATURES

CONTRACTOR

OSU Department Head	Date	Signature	Date
(Typed Name):		Typed Name: Address:	

OSU Contracts Officer	Date	Phone:
(Last signature)		U.S. Social Security No.:
		U.S. Tax Identification No.:
		Contractor is a: (Check One)
		<input type="checkbox"/> Resident U.S. citizen
		<input type="checkbox"/> Resident non-U.S. citizen (Green Card Holder)
		<input type="checkbox"/> Non-U.S. citizen
		<input type="checkbox"/> Partnership
		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable.
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ATTACHMENT A
DEPARTMENT OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The Oregon Board of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for six years or such other period as may be required by law. 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.

CONTROL OF DEFENSE AND SETTLEMENT. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO THE ABOVE; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

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

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

GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion 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 NEGLIGENCE OF CONTRACTOR, ITS SUBCONTRACTORS, OR EMPLOYEES. CONTRACTOR SHALL SAVE, INDEMNIFY, AND HOLD HARMLESS THE STATE OF OREGON, THE STATE INSTITUTION OF HIGHER EDUCATION, THE INSTITUTION, AND THEIR OFFICERS, AGENTS, EMPLOYEES, AND MEMBERS 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.

INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY ABOVE, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD THE STATE OF OREGON, THE STATE INSTITUTION OF HIGHER EDUCATION, THE INSTITUTION, AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO INSTITUTION BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE INSTITUTION'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

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. (b) The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education on behalf of the Institution and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months.

NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent 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.

Definitions. As used in this Section, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than Institution or Contractor.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to Institution pursuant to the Work.

ORIGINAL WORKS. All Work Product created by Contractor pursuant to the Statement of Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Institution. Institution and Contractor agree that such original works of authorship are "work made for hire" of which Institution is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to Institution any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Institution's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Institution. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Institution an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on Institution's behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the Institution's behalf and in the name of the Institution an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Institution's behalf.

CONTRACTOR INTELLECTUAL PROPERTY. In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to Institution an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Institution's behalf.

THIRD PARTY WORKS. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the Institution's behalf and in the name of the Institution, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Institution's behalf.

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.

TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(1), that to the best of Contractor's knowledge Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and the Tri-Metropolitan District Self-Employment Tax.

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.

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

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

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

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

RECYCLING. In the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

WORKERS' COMPENSATION. All employers, including contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT,

CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SEXUAL HARASSMENT: The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

Attachment B
Scope of Work and
Additional Terms/Conditions

1.01 Scope of Work

The Successful Proposer/Contractor shall provide:

Executive Search Services: recruiting and screening candidates, including but not limited to:

- Understand position, scope of responsibilities, compensation package, etc
- Work with OSU search committee to further their work in building an excellent application pool
- Identify applicants/candidates for search committee review; provide all applicant/candidate profiles
- Facilitate interviews of candidates
- Conduct reference checks
- Prepare detailed reports regarding candidate's strengths and weaknesses
- Assist in negotiations regarding salary and benefits

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

1.02 Payment

Invoices shall be paid in accordance with OSU's standard payment terms which are Net 45 days upon receipt of correct invoice.

1.03 Travel

Contractor shall make its own travel arrangements in performance of the Contract. Travel expenses shall be subject to OSU's Travel Policy, travel reimbursement guidelines and Travel Reimbursement Rates.

(<http://oregonstate.edu/dept/budgets/TRAManual/TRATOC.htm>)

1.04 Publication

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

1.05 Parking

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

1.06 Confidentiality

Contractor may be required to have staff assigned to this Contract sign Confidentiality Agreements in order to protect confidential information which the Contractor may obtain in performance of this Contract.

**EXHIBIT B
REFERENCES**

REFERENCE FIRM #1

INSTITUTION NAME: _____

ADDRESS: _____

POINT OF CONTACT AT REFERENCE FIRM: _____

PHONE NUMBER OF CONTACT: _____

E-MAIL: _____

REFERENCE FIRM #2

INSTITUTION NAME: _____

ADDRESS: _____

POINT OF CONTACT AT REFERENCE FIRM: _____

PHONE NUMBER OF CONTACT: _____

E-MAIL: _____

REFERENCE FIRM #3

INSTITUTION NAME: _____

ADDRESS: _____

POINT OF CONTACT AT REFERENCE FIRM: _____

PHONE NUMBER OF CONTACT: _____

E-MAIL: _____

EXHIBIT C CERTIFICATIONS

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, understands and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with offer.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Title: _____

Telephone Number:(_____) _____ Fax Number:(_____) _____

FEIN ID# or SSN# (required): _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____